

Regular Council Agenda

5:00 p.m. - Thursday, July 10, 2025

Council Chambers

[Zoom Link](#)

1. Call to Order

- a) Public Notice regarding Recording of Meetings 12
[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) July 10, 2025

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

4. Disclosure of Pecuniary Interest and General Nature Thereof

5. Business Profile

None.

6. Presentations

- a) Treasurer - Asset Management Plan 13 - 14

Be It Resolved That Council receives for information the Treasurer's Administrative Report entitled "Asset Management Plan".

And That the Asset Management Plan (AMP) is a vital document that supports the effective and sustainable delivery of services to our residents by ensuring the management of capital assets in a cost-effective, resilient, and efficient manner;

And That the Asset Management Plan aligns with the requirements of the Ontario Regulation 588/17, which mandates municipalities to develop and maintain a comprehensive asset management plan;

And That Council approves the Asset Management Plan as presented, ensuring compliance with the provisions of Ontario Regulation 588/17;

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

[Asset Management Plan - Pdf](#)

7. Delegations

- a) Willis - Pisani - Concession Road Allowance Application 15 - 18

Be It Resolved That Council receives for information the presentation from Richard Pisani and Kelly Willis regarding the Closure of Concession Road Allowance between Concession 6 and 7, Lot 38; and thanks them for their time spent today;

And That Council will consider this matter under Section 11, Administrative Reports.

[Pisani Willis Delegation](#)

- b) Shabomeka Lake Association 19 - 22

Be It Resolved That Council receives for information the presentation from the Shabomeka Lake Association, requesting Council consider the following:

- allowing residents with properties on Shabomeka Lake to leave boats and trailers at the boat launch area provided they have identification showing they are permitted to do so; and
- establishing a process to get temporary permits for items which need to stay longer than 72 hours, such as during construction projects for people without road access;

And That, as per Section 5.6 of the Procedural Policy requests made to Council through a Delegation shall be deferred until the next Regular Council Meeting to allow Council to obtain the necessary information to make an informed decision;

And That Council instructs the Manager of Community Development to look into options for parking and storage of cars, boats and trailers and temporary permits for other items at the Shabomeka Boat launch and questions about the beach; and provide information to Council at the next Regular Council Meeting;

And That Council instructs the Public Works Manager to provide an update on the culvert at the causeway on Shabomeka Lake Road at the next Regular Council Meeting.

[Shabomeka Lake Associaton Delegation](#)

8. Adoption of Minutes

- a) Minutes of the Meeting(s) to be adopted by Council 23 - 32

Be It Resolved That Council adopts the Minutes of a Meeting held June 12, 2025, as circulated.

[Regular Council - 12 Jun 2025 - Minutes - Pdf](#)

9. Business Arising Out of Minutes

- a) Resolution #285-23 - Frontenac Municipal Services Corporation - Shareholders Agreement 33 - 35

Whereas Council passed Resolution #285-23 at their meeting on June 20, 2023 agreeing to join the Municipal Services Corporation;

Therefore Be It Resolved That Council receives for information the County of Frontenac's Report regarding the Frontenac Municipal Services Corporation Shareholders Agreement;

And That Council will consider a By-law later in the meeting to authorize the Mayor and Clerk to sign the proposed Agreement.

[Resolution #285-23](#)

[Office of the CAO Report 2025-056 - Frontenac Municipal Services Corporation Shareholder Agreement](#)

- b) Resolution #290-24 -Update regarding Additional Dwelling Units - Public Meeting August 7, 2025

36 - 37

Whereas, at the meeting held August 22, 2024, Council passed Resolution #290-24 receiving for information the Clerk/Planning Manager's Administrative Report entitled " Proposal to Update the Township Official Plan and Zoning By-law to Permit Additional Dwelling Units"; and Council instructed County Planning Staff to initiate the process of amending the Official Plan and Zoning By-law and to consult with the Economic Development Task Force (EDTF);

Therefore Be It Resolved That Council receives for information an email dated June 11, 2025 from the Clerk/Planning Manager advising Dmitry Kurylovich, Project Manager/Senior Planner with the County of Frontenac, has researched policies, servicing options and consulted with the EDTF as directed; and has drafted Official Plan policies for public consultation:

And That Council instructs the Clerk/Planning Manager to prepare Notice of a Public Meeting to be held August 7, 2025 at 4:00 p.m. to receive any public comments and consider the draft policies.

[Resolution #290-24](#)

[Email from CPM](#)

- c) Resolution #139-24 - Lions Club of Land O' Lakes - Proposal for November Memorial Banners

38 - 39

Whereas Council passed Resolution #139-24 at their meeting on April 5, 2024 approving the Lions Club of Land O'Lakes placing Memorial Banners honouring veterans within the Township;

Now Therefore Be It Resolved That Council receives a letter dated June 27, 2025 from the Lions Club providing an update on the Memorial Banner program and advising they would like to place an additional 5 banners in Plevna;

And That Council supports the program and thanks the Lions Club for their initiative to recognize veterans;

And That Council instructs the Manager of Community Development to assist with determining the location and mounting of the flags where feasible.

[Resolution #139-24](#)

[Letter to North Frontenac Township From Lions Club of Land O'Lakes Re: Memorial Banners](#)

- d) Resolution #150-25: Manager of Community Development - Electronic Vehicle Charging Station Usage Report 40 - 58

Whereas at the meeting held April 25, 2025, Council passed Resolution #150-25 instructing the Manager of Community Development to provide monthly usage reports of the EV Chargers to Council;

Now Therefore Be It Resolved Council receives for information the June 2025 Usage Report and the graph showing the three month averages.

[Resolution #150-25](#)

[Electric Vehicle Charging Stations - Monthly Charging Report 2025 - Brooke Ross](#)

[EV Usage Report - June 2025](#)

[3 Months Average - EV Usage](#)

10. Communications

- a) Communications of Interest 59 - 60

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 Roy Whittaker, Resident re: Request for Speed Limit Reduction Ardoch Road 61

Be It Resolved That Council receives a letter dated June 13, 2025, from Roy Whittaker, Resident requesting Council consider reducing the speed limit on Ardoch Road within the town limits of Ardoch;

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

[Request from Resident for Speed Limit Reduction](#)

- B2 Prince Edward County re: Request for Support - Advocacy to the Federal Government for 'Disability without Poverty' 62 - 63

Whereas Council received a request for support from Prince Edward County requesting support advocating the Federal Government for "Disability without Poverty"; and that one in four Ontarians live with a disability;

And Whereas persons with disabilities are twice as likely to live in poverty and would require an average of 30% more income just to reach the poverty line;

And Whereas the new federal benefit for people with disabilities "the Canada Disability Benefit" (approximately \$200/month) is about to be rolled out and the Federal government has yet to exempt this new federal benefit from being considered income for federal tax purposes;

Now Therefore Be It Resolved That the Council of North Frontenac

supports Prince Edward County's request to the Prime Minister that the Government of Canada commit to exempting the Canada Disability Benefit from income tax and work towards supporting Canadians with a disability to live without poverty;

And That a copy of this Resolution be provided to the Prime Minister; the federal Minister of Finance; the federal Minister of Health; the Federation of Canadian Municipalities; the Rural Ontario Municipal Association; the Eastern Ontario Wardens' Caucus; the Association of Municipalities of Ontario; and Prince Edward County.

[PEC Request for Support - Advocacy to the Federal Government for Disability without Poverty](#)

B3 County of Frontenac re: Open Farms Proclamation

64 - 65

Whereas the Township of North Frontenac recognizes the importance of agriculture in the region;

And Whereas the Township believes a strong agricultural economy is essential for enduring communities, for the health of our residents, and to establish a strong community in support of food security for our citizens as well as our businesses, and organizations;

And Whereas the Township has a vision of a strong agriculture community that is rooted in the character of Frontenac and its residents: welcoming, natural, healthy, clean, tranquil, entrepreneurial, and rural by choice and conviction;

And Whereas the Township is committed to supporting agriculture to grow businesses, attract more visitors and expand the tax base;

Now Therefore Be It Resolved That the Council of the Corporation of the Township of North Frontenac hereby declares September 5, 6 and 7, 2025, as Open Farms in the Township of North Frontenac and reminds individuals of the importance of this celebration which supports local agriculture and food businesses in our communities

And That the Township encourages all residents to support local farms and food businesses by participating.

[County of Frontenac regarding Open Farms Proclamation](#)

11. Council, CAO, and Managers' Administrative Reports

a) Clerk/Planning Manager: Concession Road Allowance Closure - Pisani/Willis - Update

66 - 69

Be it Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Concession Road Allowance Closure - Pisani/Willis - Update";

And That, based on the provisions of the Sale of Land Policy, Council denies the Application to close, stop-up and sell a portion of the Concession Road Allowance between Concessions 6 and 7 in Lot 38, geographic Township of Clarendon.

[Concession Road Allowance Closure - Pisani/Willis - Update - Pdf](#)

b) Clerk/Planning Manager: Licence Agreement Application for Use of Concession Road Allowance - 2649991 Ontario Incorporated (Manion)

70 - 77

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Licence Agreement Application for Use of Concession Road Allowance - 2649991 Ontario Incorporated (Manion)";

And That Council instructs the Clerk to advise the Applicant, Council approves in principle of their request to open a laneway along the westerly limit on the 66' foot Concession Road Allowance between Concessions 6 and 7, Lots 36, 37 and 38, geographic Township of Clarendon, provided they survey the Road Allowance; obtain any permits if required from Mississippi Valley Conservation; apply for an entrance permit and civic address; and provide a Certificate of Insurance;

And That once this information is provided to the Clerk, Council authorizes the Mayor and Clerk to sign the Licence Agreement, including the terms and conditions listed in the sample Agreement provided with this Report;

And That the Applicant shall work with the Public Works Foreman on the standards for the construction of the road and the clearing width shall not exceed 9 metres (30 feet) and the driving surface width shall not exceed 6 metres (20 feet).

[Licence Agreement Application for Use of Concession Road Allowance - 2649991 Ontario Incorporated \(Manion\) - Pdf](#)

- c) Clerk/Planning Manager: Draft Procedural Policy 78 - 129

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Draft Procedural Policy";

And That Council instructs the Clerk to make the following amendments to the draft Procedural Policy: _____

And That the amended Policy be provided to Council at an upcoming meeting for Council's consideration.

[Draft Procedural Policy - Pdf](#)

- d) Clerk/Planning Manager: By-law for the Rules and Regulations for the Operation, Care and Control of Municipally Owned Cemeteries 130 - 134

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "By-law for the Rules and Regulations for the Operation, Care and Control of Municipally Owned Cemeteries";

And That the By-law was submitted to the Bereavement Authority of Ontario for review and received approval on June 10, 2025;

And That Council will consider a By-law to Regulate and Govern the Operation of Township Owned Cemeteries later in the meeting.

[By-law for the Rules and Regulations for the Operation, Care and Control of Municipally Owned Cemeteries - Pdf](#)

- e) Clerk/Planning Manager: Amendments to the Township's Official Plan and Site Plan Control By-law 135 - 136

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Amendments to the Township's Official Plan and Site Plan Control By-law";

And That a Public Meeting to receive comments regarding the proposed amendments to the Official Plan will be held on August 28, 2025 at 5:00 p.m. prior to the Regular Council Meeting.

[Amendments to the Township's Official Plan and Site Plan Control By-law - Pdf](#)

- f) Clerk/Planning Manager: Transfer of Property to County of Frontenac for K&P Trail - Road Allowance By-law Required 137 - 141

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Transfer of Property to County of Frontenac for K&P Trail - Road Allowance By-law Required";

And That Council instructs the Clerk to prepare the Road Closing By-law for Council's consideration at a future Council Meeting.

[Transfer of Property to County of Frontenac for K&P Trail - Road Allowance By-law Required - Pdf](#)

- g) Clerk/Planning Manager: 2025 OACA Conference - May 11-14, 2025 142 - 147

Be It Resolved That Council receives for information the Deputy Clerk/Assistant to the Planning Manager and Clerk/Planning Manager's Administrative Report entitled "2025 OACA Conference - May 11-14, 2025".

[2025 OACA Conference - May 11-14, 2025 - Pdf](#)

- h) Clerk/Planning Manager: Shore Road Allowance Application for Approval in Principle – Dean 148 - 151

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

And That Council approves in principle the Application to close, stop up and sell part of the Shore Road Allowance described as Part Lot 25, Concession 8, geographic Township of Barrie Part 1 on Registered Plan 13R-23307 (Marble Lake).

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

- i) Public Works Manager and Clerk/Planning Manager: Assumption of a Portion of Mountain Road to Correct the Title of Properties 152 - 154

Be It Resolved That Council receives for information the Public Works Manager's and the Clerk/Planning Manager's Administrative Report entitled "Assumption of a Portion of Mountain Road to Correct the Title of Properties";

And That Council receives the request from the Solicitor for Barry and Marie Tooley and Gina and Richard Kellar providing the history of the properties and the need to have a registerable legal description to

correct the respective titles;

And That Council is agreeable to accepting title to the portion of Mountain Road through Lot 11 and Lot 12, North East Range, geographic Township of Miller provided the road is surveyed to a width of 20 metres (66 feet) at the expense of the property owners;

And That Council approves paying the legal fees for the preparation of the Transfer, registering the Transfer and By-law and Law Society Fees, and miscellaneous disbursement at an estimated cost of \$1,000. All legal work completed by the Township's Solicitor for Sherriff Certificates, Mortgage Discharges, Appraisals, and any unforeseen title issues shall be covered by the property owners;

And That Council instructs the Treasurer to transfer the Township's legal costs associated with the property transfer, including preparation of the Transfer, title search and registering the By-law from the Contingency Reserve Fund;

And That Council authorizes the Mayor and Clerk to sign the Transfer for this portion of the Road Allowance and Council will consider a By-law at a future meeting to assume this portion of Mountain Road;

And That Council approves the Clerk signing an Undertaking prepared by the property owner's solicitor advising Council will pass the necessary By-laws to dedicate the portion of Mountain Road identified on the required survey as public highways once the property is transferred.

[Assumption of a Portion of Mountain Road to Correct the Title of Properties - Pdf](#)

- j) Director of Emergency Services/Fire Chief: 2025 Automatic Aid Agreement Between Central Frontenac and North Frontenac 155 - 164

Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief's Administrative Report entitled "2025 Automatic Aid Agreement between Central Frontenac and North Frontenac";

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

And That Council instructs the Treasurer to transfer any expenses for the Automatic Aid Agreement for 2025 from the Emergency Services Reserve Fund;

And That Council requests the Mayor to incorporate the stand-by fee into future year budgets until such time it is no longer required.

[2025 Automatic Aid Agreement Between Central Frontenac and North Frontenac - Pdf](#)

- k) Director of Emergency Services/Fire Chief: Proposed 2025 Automatic Aid Agreement Between Greater Madawaska Township and North Frontenac Township 165 - 174

Be It Resolved That Council receives for information the Director of Emergency Services, Fire Chief's Administrative Report entitled "Proposed 2025 Automatic Aid Agreement Between Greater Madawaska Township and North Frontenac Township";

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

And That Council will consider a By-law later in the meeting to authorize the Mayor and Clerk to sign the proposed Agreement with Greater Madawaska Township.

[2025 Automatic Aid Agreement Between Greater Madawaska and North Frontenac - Pdf](#)

- l) Manager of Community Development: Donations/Sponsorships for Plevna Rink Project 175 - 176

Be It Resolved That Council receives for information the Manager of Community Development's Administrative Report entitled "Donations/Sponsorships for Plevna Rink Project";

And That Council approves the Manager of Community Development developing a Plevna Rink Boards Advertising Program and other fundraising initiatives with Community Groups (i.e. potential community dinner) and/or Businesses (i.e. potential donation of labour/works);

And That Council approves the Treasurer to establish a new Plevna Rink Project Reserve to be in place during the project and closed once the project is complete.

[Donations/Sponsorships for Plevna Rink Project - Pdf](#)

- m) Manager of Community Development: Rental Agreement between the Township of North Frontenac and the North Frontenac Historical Society & Archives (NFHSA) to occupy the office space at the Lavant Garage 177 - 181

Be It Resolved That Council receives for information the Manager of Community Development's (MCD) Administrative Report entitled "Rental Agreement between the Township of North Frontenac and the North Frontenac Historical Society & Archives (NFHSA) to occupy the office space at the Lavant Garage";

And That Council will consider a By-law later in the meeting to authorize the Mayor and Clerk to sign the Rental Agreement with the NFHSA.

[Rental Agreement between the Township of North Frontenac and the North Frontenac Historical Society & Archives](#)

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

- a) Committee of Adjustment/Planning Advisory Committee 182 - 186

Be It Resolved That Council receives for information the Minutes of the Committee of Adjustment/Planning Advisory Committee dated May 26, 2025.

[Committee of Adjustment - 26 May 2025 - Minutes - Pdf](#)

Be It Resolved That Council receives for information the Notes of the Environmental Task Force dated June 24, 2025.

[Environmental Task Force - 24 Jun 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. 191 - 192
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: 193 - 322

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:

- #2025-27 To Regulate and Govern the Operation of Cemeteries
- #2025-28 To Adopt an Asset Management Plan
- #2025-29 To Enter into Automatic Aid Agreement with Greater Madawaska
- 2025-30 To Enter into Frontenac Municipal Services Corporation Agreement
- 2025-31 To Enter into Lease Agreement with North Frontenac Historical Society and Archives

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

[#2025-27 To Regulate and Govern the Operation of Cemeteries](#)

[#2025-28 To Adopt Asset Management Plan](#)

[#2025-29 To Enter into Automatic Aid Agreement with Greater Madawaska](#)

[#2025-30 Frontenac Municipal Services Corporation Shareholder Agreement](#)

[#2025-31 Rental Agreement with The North Frontenac Historical Society](#)

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 Minutes of a Closed Meeting held June 12, 2025;
- b. Consider Personal matters about an identifiable individual, including Municipal or local board employees; and

- c. Consider Advice that is Subject to Solicitor-Client Privilege, including Communications Necessary for that Purpose.

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

20. Confirmatory By-law

- a) Confirming By-law #2025-32 323

Be It Resolved That By-law #2025-32, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held July 10, 2025 be read a first, second, and third time and finally passed.

[#2025-32 Confirming By-law - July 10, 2025](#)

21. Adjournment

- a) Adjournment of the Council Meeting

Be It Resolved That Council adjourns the Meeting at ____ .m. until August 7, 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.

To: Mayor and Members of Council
From: Kelly Watkins, Treasurer, Dipl. M.A., M.M,
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 10 Jul 2025
Re: Asset Management Plan

Recommendation:

Be It Resolved That Council receives for information the Treasurer’s Administrative Report entitled “Asset Management Plan”.

Whereas the Asset Management Plan (AMP) is a vital document that supports the effective and sustainable delivery of services to our residents by ensuring the management of capital assets in a cost-effective, resilient, and efficient manner;

And Whereas the AMP aligns with the requirements of the Ontario Regulation 588/17, which mandates municipalities to develop and maintain a comprehensive asset management plan;

And That Council approves the Asset Management Plan as presented, ensuring compliance with the provisions of Ontario Regulation 588/17;

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

Background:

Ontario Regulation 588/17 was created to address the aging infrastructure and fiscal challenges faced by municipalities across the province. Prior to the regulation, there was no comprehensive, standardized framework for municipalities to manage their assets and plan for long-term sustainability. The provincial government recognized the need for a systematic approach to asset management to ensure that municipalities could manage their infrastructure in a way that would:

- Enhance public service delivery.
- Minimize life-cycle costs.
- Reduce the risk of infrastructure failure.
- Increase transparency and accountability.
- Ensure that municipalities have clear plans for the future, especially regarding funding, maintenance, and replacement of assets.

This regulation falls under the *Municipal Act, 2001*, which governs municipal responsibilities and powers in Ontario. The regulation itself came into force on **January 1, 2018**, with full compliance being phased in over several years. It was part of a broader provincial strategy to improve municipal financial planning and ensure that municipalities can continue to provide essential services without overwhelming their budgets.

Researched By:

Comments:

The Asset Management Plan is a critical document for the successful delivery of services to our residents. It addresses the management of capital assets essential for providing services in a cost-effective, sustainable, and resilient manner.

The regulation stipulates that municipalities must develop and maintain asset management plans that meet specific standards. These plans need to address various areas of infrastructure, including:

- **Inventory of Assets:** Municipalities must keep an up-to-date inventory of their physical assets, including roads, bridges, parks, water systems, and more.
- **Condition Assessments:** Regular assessments of the condition of municipal assets to help identify the state of infrastructure and prioritize maintenance and repairs.
- **Level of Service:** Define levels of service for each asset class. This refers to the minimum standard or service the community expects from the infrastructure.
- **Life Cycle Management:** The regulation requires municipalities to take a life-cycle approach to asset management, which involves considering the entire lifespan of the asset, from design to disposal or replacement.
- **Financial Strategy:** The regulation requires municipalities to develop financial strategies for managing the cost of maintaining and replacing infrastructure, including capital budgeting and long-term financial planning.
- **Data Management:** Municipalities must implement systems to collect, manage, and report asset data effectively.

As of July 1st, one of the requirements is to assess the Proposed Levels of Service. Two scenarios have been put forward:

1. **Current Capital Investment Rate** – This scenario is not recommended, as it would likely result in continued deterioration of our asset conditions.
2. **Target Condition of Good at 70%** – This scenario is achievable with a continued annual increase of 2% for capital projects, assuming that some grant funding can be utilized.

The full report is attached to the Bylaw, to be considered later in the meeting.

Financial Impact:

In developing this version of the Asset Management Plan (AMP), we evaluated our contributions without including grant funding from the Canada Community Building Fund (CCBF) or the Ontario Community Infrastructure Fund (OCIF).

The AMP recommends an annual 2% increase in funding for asset replacement. While this increase will help reduce the funding gap, it will not fully eliminate the deficit. The plan assumes that some level of grant funding will become available over the next 15 years, and there may be opportunities to utilize the CCBF. However, for planning purposes, CCBF funding was excluded, as it has recently been directed toward one-off projects (e.g. Plevna Rink Project, Pine Lake Culvert). These projects were outside our current 10 year Capital planned spending.

Strategic Implications:

Continue to invest in Municipal Infrastructure

Presentation to North Frontenac Township Council

Kelly Willis & Richard Pisani

1

Overview/Purpose

- ▶ Encourage the sale of Road Allowance adjunct to 8072 Road 509
- ▶ To establish a mutually beneficial solution for Municipality and Residents
- ▶ Consider opening Road 506 as a alternate for properties to the South on Road 509 Road Allowance

2

Background

- ▶ Property was built by Don Kellar and Bob Willis in early 1960's
- ▶ Purchased by us over 25 years ago as a plan for retirement
- ▶ Never realized how close the main structure was to easement until after survey

3

Reasons for Request

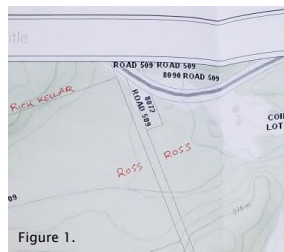


Figure 1.

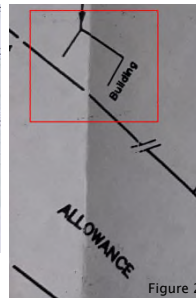


Figure 2.

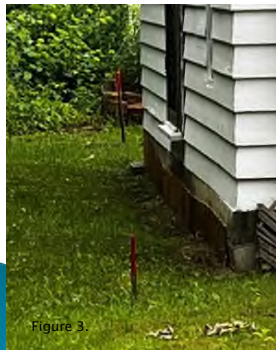


Figure 3

- ▶ Figure 1:
 - shows property is now under one acre since the expropriation of front curve for Rd 509 increased safety
- ▶ Figure 2:
 - presents survey (focal point) to show where the home structure is physically located inline with Road Allowance from Rd 509
- Figure 3:
 - rear image of physical main structure and it's proximity to the property line that is adjunct to 509 Road Allowance
 - a business neighbour to the south of this property installed our septic system three feet from front post (picture), which eliminates opportunity to expand main structure in the largest portion of our land

4

Benefits / Future Plans

- ▶ Construction of garage was detailed by County neighbours' businesses
- ▶ Increase population in the community for local businesses to improve prosperity and growth
- ▶ Expand current main structure for with prospects of retirement
- ▶ Participation in local economy and volunteering opportunities

Lothlorien Woodworking

Francis L. Manion Ltd.

J.K. Electric

Jim Boles Maintenance



Dale Schonauer



North of 7

Shamrock Cafe

Lookout Home Hardware

5

Concerns

- Road Allowance currently does not adhere to Municipality standards regarding 15 feet requirement on the positioning of grandfathered main structure
- ▶ Safety and enjoyment of property would drastically change if 33 foot consideration is not approved by council
- Flooding has occurred in new building even though there is currently a municipal culvert that does not perform any purpose in the water flow pattern, which seems to have changed from original pathway. The culvert is our only source of water.



6

Our Request

- ▶ We would like to work with Council, neighbours and the township staff to move forward with an approval to purchase 33 feet of the 509 road allowance adjunct to our property
- ▶ Allow us an opportunity to become active contributing members of this North Frontenac Community
- ▶ Strongly, consider using Road 506 Road Allowance as alternate access point for neighbours South of our property

7



Request for parking permit system for NW shore residents

1

May 15 Presentation

- Thank you very much for allowing the Shabomeka Lake Association to present to Council on May 15. We appreciate your time and attention
- Thank you also for the positive decision on our requests and the quick action taken with the signage installation and the work on removing abandoned items.
- We are sourcing the solar lights and planning the installation of the posts.

2

Parking bylaw implications

- We understand and support the needs that the new parking bylaw is designed to address.
- It is the new bylaw which is making it possible to proceed with the clean up of abandoned boats and trailers.
- However, as written there is no mechanism that we are aware of which enables those owners of cottages without road access, on the NW shore, to leave their cars, boats and trailers at the landing for extended periods since they will not be connected to a vehicle.
- Shabomeka does not have a marina where boats and trailers could be left.

3

On-going parking permits

- Our owners without road access use the parking area as their parking for vehicles, trailers and boats.
- We have, at the present time, 7 owners who are permanent residents and don't have another place to leave their items.
- Many of our owners are away from their properties for more than 72 hours and so leave a boat along the shore to be able to return to their properties. When they are at their properties their cars may not be moved within 72 hours.
- Proposal:
 - Shabomeka Lake Association would like to work with the Township to develop a process to issue permits to confirmed owners of non-road access properties for the items which they need to leave at the landing. 6 permits would be issued per property to cover cars, a trailer, a boat and visitors.
 - Given that this situation is unique to Shabomeka, at least to our knowledge, we are willing to manage and issue the permits ourselves.
 - The list of permits issued, and to whom, will be available to or provided to the Township as preferred.
 - Easy validation by the Township will be enabled.
 - If physical permits are used, we are planning on having random characters on the permits, like a license plate, which are unique but which would not allow easy identification back to a property so thieves could not know which properties are unattended just by walking along the shore.
 - These permits will be available to all owners, not just those who are members of the Association.

4

Temporary permits

- Our property owners have identified a need for a process to get a temporary permit for equipment and materials which need to be left in the parking area for more than 72 hours but not long term.
- The examples quoted are demolition bins and construction equipment or materials.
- We do not know if a similar need exists for other lakes.
- If not, this is something that the Shabomeka Lake Association could also manage for our members.
- Proposal:
 - The SLA would design and issue temporary permits (maximum number and duration to be determined)
 - The permits would identify the property which requested the permit and the expiration date of the permit.

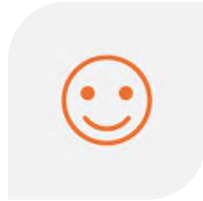
5

Questions from our AGM

- How frequently is the beach maintained?
 - Cleaning of garbage left by users
 - Cleaning and maintaining the portable toilet
- Can improved signage be installed at the beach?
 - No dogs, no camping, no trash signs have been easy to damage or remove
 - Better quality signage, on the same posts are the name sign, will be visible and durable.
- Causeway maintenance
 - Are there plans to replace the culvert in the causeway? It is visibly deteriorating.

6

Thank you



THANK YOU FOR YOUR TIME
AND ATTENTION



YOUR CONTINUED SUPPORT
IS GREATLY APPRECIATED



Regular Council Minutes

5:00 PM - Thursday, June 12, 2025

Council Chambers

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

Absent with Regret: Councillor Wayne Good

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

1. Call to Order

The Mayor called the meeting to order at 5:00 p.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) *June 12, 2025*

173-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be It Resolved That Council approves the Agenda dated June 12, 2025, as circulated.
Carried

4. Disclosure of Pecuniary Interest and General Nature Thereof

None declared.

5. Business Profile

None.

6. Presentations

- a) *Senior of the Year - Betty Hunter*
- b) *Richard Allen, Manager of Economic Development, County of Frontenac, and Debbi Miller, Community Development Officer, County of Frontenac: Programs and Initiatives with Economic Development*

174-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Be It Resolved That Council receives for information the presentation from Richard Allen, Manager of Economic Development, County of Frontenac, and Debbi Miller, Community Development Officer, County of Frontenac providing an overview of the Programs and Initiatives with Economic Development; and thanks them for their time spent today.

Carried

7. Delegations

- a) *Kevin Whyte, Government Relations and Development, Alectra Energy Solutions: Battery Energy Storage System Project Proposal*

175-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the presentation from Kevin Whyte, Government Relations and Development with Alectra Solutions; and thanks him for his time spent today;

And That Council directs the Clerk's Department to work with Alectra Energy Solutions to conduct Public Consultations regarding the proposed Battery Energy Storage System in North Frontenac Township;

And That the Environmental Task Force is directed to work with Alectra Energy Solutions to develop information regarding a potential Battery Energy Storage System in North Frontenac for the Township's Website and Social Media;

And That the Public Works Manager is directed to work with Alectra Energy Solutions to negotiate potential use of municipal land for Council's consideration at an upcoming meeting.

Carried

8. Adoption of Minutes

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

176-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

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

1. A Public Meeting of Council regarding amendments to the Fees and Charges By-law held May 15, 2025;
2. A Regular Meeting of Council held May 15, 2025; and
3. A Meeting of the Personnel and Audit Committee held May 27, 2025.

Carried

9. Business Arising Out of Minutes

- a) **Resolution #150-25: Manager of Community Development - Electronic Vehicle Charging Station Usage Report**

177-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Whereas at the meeting held April 25, 2025, Council passed Resolution #150-25 instructing the Manager of Community Development to provide monthly usage reports of the EV Chargers to Council;

Now Therefore Be It Resolved Council receives for information the May 2025 Usage Report.

Carried

- b) **Resolution #142-25: Strong Mayors Powers**

178-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Whereas at the meeting held on April 25, 2025, Council received for information the Chief Administrative Officer's Administrative Report entitled "Strong Mayor Powers";

Now Therefore Be It Resolved That Council receives for information an email dated June 5, 2025, from the Clerk/Planning Manager providing an overview of the provisions the Mayor has chosen to delegate, being Appointment, Suspension or Dismissal of the Chief Administrative Officer to Council; Organizational Structure to Council and Chief Administrative Officer as per the Personnel and Employment Policy; and Committees to Council;

And That Council receives for information the forms to be completed if the Mayor chooses to use Strong Mayor powers;

And That additional information regarding the process for the Mayor to propose and adopt the annual budget; and policies requiring updates will be provided to Council at a future meeting.

Carried

- c) **Resolution #436-24: Manager of Community Development - Update regarding "Ontario Protecting the Environment from Harmful Invasive Species" Grant**

179-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Whereas at the meeting held December 13, 2024, Council passed Resolution #436-24 receiving for information an email dated December 5, 2024, from the Mazinaw Property Owners Association (MPOA) advising the "Ontario Protecting the Environment from Harmful Invasive Species" grant funds had been released with an application deadline of January 15, 2025; and that Council instructed the Manager of Community Development (MCD) to work with the MPOA to apply for the \$3500 microgrant for invasive species prevention measures with a Township contribution of \$1750;

Now Therefore Be It Resolved That Council receives for information an email from the MCD advising the Township was unsuccessful in obtaining the Invasive Species Grant.

Carried

10. Communications

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

180-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

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. *Township of Puslinch re: Request for Support - Ban Nazi Swastika in Canada*

181-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the Township of Puslinch's Resolution advising in recent years Nazi iconography has surfaced with alarming frequency, used by an increasing number of groups and individuals to promote hate and instill fear within Canadian society;

And That the Nazi Hakenkreuze has become universally synonymous with systemic violence, terror and hate; and its growing presence in our country undermines the core values of equality, diversity and inclusion that defines our nation;

And That North Frontenac Council supports the Durham Regional Council's request for the Government of Canada to pass legislation banning, with exceptions for certain educational and artistic purposes, the public display of Nazi symbols of hate and iconography, specifically:

1. Ban the Nazi Hakenkreuze
2. Ban all Nazi symbols of hate and iconography;

And That Council instructs the Clerk to provide this resolution to the Honourable Arif Virani, Minister of Justice; Township of Puslinch; and the Association of Municipalities of Ontario.

Carried

B2. *Clar-Mill Community Volunteers re: Grant Application*

182-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Be It Resolved That Council receives for information the email dated May 7, 2025 from the Clar-Mill Community Volunteers (CMCV) requesting permission from the Township to apply for a grant in September 2025 for proposed renovations to the storage room next to the kitchen at the Clar-Mill Community Hall;

And That Council approves the CMCV and Township's Application to the *The Commonwell L.E.A.F* initiative for 100% project funding;

And That Council directs the CAO or CMCV (depending on grant eligibility) to enter into a Funding Agreement with *The Commonwell L.E.A.F* initiative upon successful

Application for 100% project funding;

And That Council directs the MCD to work with the CMCV to have the renovations completed if the Application for Funding is successful.

Carried

B3. *Ministry for Seniors and Accessibility re: June is Seniors Month 2025*

183-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information an email dated May 30, 2025, from the Honourable Raymond Cho, Minister for Seniors and Accessibility, advising June is Seniors' Month, a time to acknowledge and recognize the amazing seniors living across the province of Ontario;

And That this year's theme "Fit, Active and Healthy Seniors: highlights the importance of supporting our older adults through programs and initiatives that promote wellness, social engagement, and education;

And That Council proclaims June as Seniors' Month within the Township of North Frontenac; and the provided materials (poster, sharables, factsheet and tip sheet) be posted on the Township's Website and Social Media to celebrates our outstanding older adults.

Carried

11. Council, CAO, and Managers' Administrative Reports

a) *Mayor Gerry Lichty: Highlighting the Importance of Housing as an Integral Part of Economic Development through the Establishment of a Housing Advisory Task Force.*

184-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Be it Resolved That Council receives for information Mayor Lichty's Administrative Report entitled "Highlighting the Importance of Housing as an Integral Part of Economic Development through the Establishment of a Housing Advisory Task Force";

And That a Housing Advisory Task Force be established to provide housing related information, advice, and recommendations to Council including advice regarding housing in general, seniors housing, rental housing, housing that is affordable, and homelessness and the precariously housed, but not including social housing;

And That the Economic Development Task Force Sub-Committee on housing and the Seniors Housing Committee be dissolved;

And That Council recognizes the work of the Members of the Economic Development Task Force Sub-Committee and the Seniors Housing Committee and thanks them for their time and commitment spent on these important topics;

And That all pertinent Sub-Committee information be transferred to the new Housing Advisory Task Force;

And That the newly established Housing Task Force membership will include the Mayor, two Members of Council, and 3 Council-appointed members of the public, preferably one from each ward;

And That Council appoints Mayor Lichty as the Chair of the Task Force;
And That Council appoints Councillor Good and Deputy Mayor Inglis as Members of the Task Force;
And That should Council agree to having a Housing advisory Task Force, per the Township's Procedural Policy the CAO will appoint a secretary and make recommendations for a member of Management to be part of the Task Force;
And That staff is directed to advertise for 3 Members from the Community, preferably one from each Ward, to participate in the Task Force;
And That the Chair of the Task Force will recommend individuals who responded to the advertisement for the voluntary sector participants on the Task Force for approval by Council Resolution, prior to holding the Task Force Inaugural Meeting at an upcoming Council Meeting.

For:	Mayor Gerry Lichty, Councillor Roy Huetl, Councillor Vernon Hermer, Deputy Mayor John Inglis, and Councillor Fred Fowler
Against:	Councillor Stephanie Regent

Carried 5-1 on a recorded vote

b) *Director of Emergency Services/Fire Chief: 2025 Automatic Aid Agreement Between Central Frontenac and North Frontenac*

185-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief's Administrative Report entitled "2025 Automatic Aid Agreement between Central Frontenac and North Frontenac";

And That Council directs the Fire Chief to negotiate with Central Frontenac and provide recommendations to Council at an upcoming meeting for consideration.

Carried

c) *Director of Emergency Services/Fire Chief: Ompah Fire Station - Celebrating Fifty Years of Community Service*

186-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief's Administrative Report entitled "Ompah Fire Station - Celebrating 50 Years of Community Service";

And That Council approves an open house, on a future date to be determined by the Director of Emergency Services/Fire Chief at the Ompah Fire Station to celebrate fifty (50) years of Volunteer Firefighter service, thirty (30) years of Emergency First Responder (EFR) service, showcase Fire Department equipment and recognize the dedicated members of the North Frontenac Fire Department.

Carried

d) *Manager of Community Development: Shabomeka Lake Landing and Parking Area*

187-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Be It Resolved That Council receives for information the Manager of Community Development's (MCD) Administrative Report entitled "Shabomeka Lake Landing and Parking Area";

And That Council instructs the MCD to tag all boats/trailers (notice written by the Township and placed on boats by Township staff) providing owners with 60 days to claim usage of the boats and any boats that are not claimed and otherwise "abandoned" be removed by the Township and stored for an appropriate amount of time prior to disposal;

And That Council approves the Shabomeka Lake Association (SLA) installing two metal light posts with solar powered, dark & motion activated lights that will not require an electrical connection and that conform with the Townships Outdoor Lighting Policy and that the future maintenance of the lights will be the responsibility of the SLA;

And That Council directs the MCD to install signage at the boat ramp to indicate time restrictions per the Townships Parking By-law Section 5. (c) *"No person shall Park or cause to be Parked, any Vehicle, Trailer, Boat or Object within 5 meters of any Boat Launch for an excess of 20 minutes"*;

And That Council does **not** approve signage indicating the area is under video surveillance as this is not recommended by the Township's Insurance Company.

Carried

e) ***Treasurer: Unsuccessful Tax Sale - Options***

188-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the Treasurer's Administrative Report entitled "Unsuccessful Tax Sale - Options";

And That Council defers a decision on this matter; and instructs staff to complete research on potential development and report back to Council.

Carried

f) ***Public Works Manager: Purchase of a Sickle Mower Attachment for Tractor***

189-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Be it Resolved That Council receives for information the Public Works Manager's (PWM) Administrative Report entitled "Purchase of a Sickle Mower Attachment for Tractor";

And That Council approve purchasing the mower at an estimated cost of the \$25,000;

And That \$6,000 will be funded from the approved Capital budget (Roads - Small Equipment and Machinery), and the remaining balance of \$19,000 from the Infrastructure Sustainability Reserve Fund with an estimated year end balance of \$2,053,658 per the 2025 approved Budget;

And That Council approves the sole sourcing of this purchase of a flale mower.

Carried

g) ***Deputy Mayor Inglis: A Net Metering Proposal for the Township Office***

190-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be it Resolved That Council receives for information an Administrative Report entitled "A Net Metering Proposal for the Township Office" from Deputy Mayor Inglis on behalf of the Environmental Task Force;

And That Council refers this matter back to the Task Force for review.

Carried

- h) ***Environmental Task Force: Sub-Committee for Short Term Accommodations: A Case of Action - North Frontenac Short Term Rental By-law***

191-25 Moved by Councillor Fred Fowler, Seconded by Councillor Vernon Hermer

Be It Resolved That Council receives for information the Administrative Report prepared by the Environmental Task Force Sub-committee for Short Term Accommodations regarding a potential Short Term Rental By-law;

And That Council requests the Task Force continue investigating the details for regulating short-term rentals, and provide an updated report to Council for further discussion.

Carried

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

- a) ***Economic Development Task Force***

192-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Fred Fowler

Be It Resolved That Council receives for information the Minutes of the Economic Development Task Force (EDTF) dated May 20, 2025;

And That Deputy Mayor Inglis will discuss the EDTF's concerns at an upcoming meeting of Council.

Carried

- b) ***Environmental Task Force***

193-25 Moved by Councillor Roy Huetl, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council receives for information the Notes from the Environmental Task Force dated May 28, 2025.

Carried

- c) ***Committee of Adjustment/Planning Advisory Committee***

194-25 Moved by Deputy Mayor John Inglis, Seconded by Councillor Roy Huetl

Be It Resolved That Council receives for information the Minutes of the Committee of Adjustment/Planning Advisory Committee dated April 28, 2025.

Carried

d) **Kaladar Barrie Joint Fire Committee**

195-25 Moved by Councillor Roy Huetl, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council receives for information the Minutes of the Kaladar/Barrie Joint Fire Committee dated February 14, 2025.

Carried

e) **Kaladar Barrie Joint Fire Committee: Resolution #17-25 - Purchase of Tanker**

196-25 Moved by Deputy Mayor John Inglis, Seconded by Councillor Roy Huetl

Be It Resolved That Council receives for information Resolution #17-25 passed at the meeting held June 6, 2025, by the Kaladar Barrie Joint Fire Committee receiving for information an Administrative Report regarding Tanker Bids;

And That the Council approves the Committee's recommendation and approves the Fire Chief proceeding with the purchase of a tanker at the price of \$717,400 plus the surcharge estimated at \$19,000 and \$1500-\$3000 for tariff charges for an estimated total of \$739,400.

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

None.

17. Public Forum

Public comments were received by Council.

Note: The DESFC left the meeting at this time.

18. Closed Session

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

197-25 Moved by Councillor Roy Huetl, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council retires to Closed Session at 7:42 p.m. to:

- a. Adopt Minutes of a Closed Meeting held April 4, 2025; and
- b. Receive Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory, or a Crown agency of any of them.

Carried

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

The Mayor advised that, during the Closed Session, Council adopted the Closed Minutes of a Meeting held April 4, 2025; and discussed confidential information provided to the Municipality by the Province.

20. Confirmatory By-law

a) ***Confirming By-law #2025-26***

198-25 Moved by Deputy Mayor John Inglis, Seconded by Councillor Roy Huetl

Be It Resolved That By-law #2025-26, being a By-law to confirm all actions and proceedings of Council for its Regular Meeting held June 12, 2025, be read a first, second, and third time and finally passed.

Carried

21. Adjournment

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

199-25 Moved by Councillor Roy Huetl, Seconded by Deputy Mayor John Inglis

Be It Resolved That Council adjourns the Meeting at 8:17 p.m. until July 10, 2025, or at the call of the Chair.

Carried

Mayor

Clerk

Date June 20, 2023



Resolution # 285-23

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

Moved By:

A handwritten signature in black ink, appearing to be "J. Smith", written over a white rectangular background.

Seconded By:

A handwritten signature in black ink, appearing to be "A. Jones", written over a white rectangular background.

Whereas, at their meeting on June 9, 2023, Council passed Resolution #257-23 receiving for information the presentation from Kelly Pender, CAO, County of Frontenac, and Joe Gallivan, Director of Planning and Economic Development, County of Frontenac regarding Frontenac Communal Services;

Therefore Be It Resolved That Council receives for information an email dated June 12, 2023, advising the anticipated five (5) year requirement of the Municipal Service Corporation (MSC) is \$696,800; and that the estimated financial contribution for North Frontenac is \$97,294, with 20% of the municipal share due within 30 days of incorporation, with the balance due over five years as determined by the shareholders;

And That Council agrees to join the proposed MSC and instructs the Treasurer to provide the initial 20% payment of approximately \$19,500, within 30 days of incorporation to be funded from the Contingency Reserve Fund.

And That Council commits the remaining dollars to be funded from the Contingency Reserve Fund for future payments, with a plan to replenish funds through the budget process during 2024 budget deliberations.

Carried

Mayor

A handwritten signature in black ink, appearing to be "M. H. Smith", written over a white rectangular background.



Report 2025-056

Council Recommend Report

To: Warden and Members of County Council
From: Kevin Farrell, Chief Administrative Officer
Prepared by: Kevin Farrell, Chief Administrative Officer
Date of meeting: June 18, 2025
Re: **Office of the CAO – Frontenac Municipal Services Corporation Shareholder Agreement**

Recommendation

Be It Resolved That the Council of the County of Frontenac receive the report regarding the Frontenac Municipal Services Corporation Shareholder Agreement attached to this report as Appendix A;

And Further That the Warden and Clerk be authorized to sign the Shareholder Agreement on behalf of the County.

Background

The Frontenac Municipal Services Corporation (FMSC) was established to oversee and regulate the installation and operation of communal water and wastewater services in Frontenac County. The governance structure includes a Board of Directors with representatives from each member municipality. The shareholders are the Townships of North Frontenac, Central Frontenac, South Frontenac, Frontenac Islands, and the County of Frontenac. The Shareholder Agreement outlines the governance, financial policies, and operational procedures for the Corporation, ensuring that it serves the needs of the member municipalities effectively. Each shareholder has a proportional vote based on their holdings of Class A Common Shares.

Comment

The Shareholder Agreement provides a comprehensive framework for the management and operation of the FMSC. It emphasizes the reinvestment of earnings into the member municipalities, ensuring sustainable growth and prosperity. The agreement also includes

provisions for emergency financing, confidentiality, and restrictions on share dealings, which are crucial for maintaining the integrity and stability of the Corporation.

The development of the Shareholder Agreement involved multiple reviews and iterations by the Board. Initially presented on March 25, 2024, it was recommended that staff collaborate with Templeman LLP to draft the agreement. Subsequent updates and feedback sessions were held on May 16, 2024, July 23, 2024, and February 6, 2025, where the Board provided valuable input on various clauses. Following the February 6th meeting it was advised that the County Chief Administrative Officer and the four Township Chief Administrative Officers meet to refine the clauses further. The Frontenac CAOs met on April 24 to review the agreement in detail to ensure there was consensus. The Board officially approved the finalized Shareholder Agreement on May 20, 2025.

Strategic Priority Implications

Priority 2. Contribute to the Progress of Sustainable Economic Growth and Prosperity Throughout the County.

- Provide business support and resources to existing and prospective businesses.

Financial Implications

The financial policy outlined in the Shareholder Agreement emphasizes external sources for funding, minimizing the financial burden on the member municipalities. Emergency borrowing provisions ensure that the Corporation can respond effectively to unforeseen circumstances.

Organizations, Departments and Individuals Consulted and/or Affected

Frontenac CAOs – Corey Klatt, Cathy MacMunn, Louise Fragnito, Vanessa Latimer
FMSC Board – Fran Smith, Gerry Lichty, Ron Vandewal, Mike Jablonicky
Justin Bromberg, Chief Executive Officer, FMSC
Tyler Lalonde, Administrative Coordinator, FMSC



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

Date: August 22, 2024

Resolution # 290-24

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 "Proposal to Update the Township Official Plan and Zoning By-law to Permit Additional Residential Units";

And That Council instructs County Planning Staff to initiate the process of amending the Township Official Plan and Zoning By-Law to address the issue of additional residential units in accordance with direction from the Province;

And That County Planning Staff consult with the Township's Economic Development Task Force prior to drafting Official Plan policies and Zoning By-Law provisions about additional residential units;

And That the Township's Committee of Adjustment be requested to participate in the consultation on the draft Official Plan policies and Zoning By-Law provisions for additional residential units;

And That prior to a Public Meeting the Draft Policy be provided to Council for discussion.

Carried

Mayor

Sent: June 11, 2025, 9:47 AM

Subject: Official Plan Amendment re: Additional Residential Units

Hi Corey,

Council received a report on August 22, 2024 entitled "Proposal to Update the Township Official Plan and Zoning By-law to Permit Additional Residential Units" and passed the following Resolution:

290-24 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 "Proposal to Update the Township Official Plan and Zoning By-law to Permit Additional Residential Units";

And That Council instructs County Planning Staff to initiate the process of amending the Township Official Plan and Zoning By-Law to address the issue of additional residential units in accordance with direction from the Province;

And That County Planning Staff consult with the Township's Economic Development Task Force prior to drafting Official Plan policies and Zoning By-Law provisions about additional residential units;

And That the Township's Committee of Adjustment be requested to participate in the consultation on the draft Official Plan policies and Zoning By-Law provisions for additional residential units;

And That prior to a Public Meeting the Draft Policy be provided to Council for discussion.

Carried

Dmitry Kurylovich, Project Manager/Senior Planner, County of Frontenac has researched policies, servicing options and consulted with the Economic Development Task Force Meeting at their meeting on October 2, 2024. The Draft Official Plan Policies have been prepared and are ready for public consultation.

Staff are recommending a Public Meeting be held on August 7th at 4:00 p.m. prior to the Regular Council Meeting scheduled for 5:00 p.m. Once the Official Plan has been updated the Zoning By-law provisions can be drafted.

Thanks Tara

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



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

Date: April 5, 2024

Resolution # 139-24

Moved By:

Seconded By:

Be It Resolved That Council receives for information a letter dated January 31, 2024 from the Lions Club of Land O'Lakes providing information regarding the Memorial Banner Program honouring veterans in communities across Canada and supporting Homeless Veteran programs;

And That the Lions Club of Land O'Lakes would like to purchase ten banners at a cost of \$150 per banner with a photo of a veteran, their name and regiment, to be hung from light poles or hydro poles;

And That the Lions Club of Land O'Lakes is requesting approval of the project and suggestions of best placement from the Council of North Frontenac;

And That Council approves the placement of the banners within the Township of North Frontenac on poles owned by the Township;

And That Council instructs the Manager of Community Development to assist with determining the location of the banners and support in mounting of the flags where feasible.

Carried

Mayor



Lions Club of Land O'Lakes

Thursday 27th of June, 2025

To: Township of North Frontenac
From: Lions Club of Land O'Lakes
Subject: Proposal for November Memorial Banners

**Dear Ms. Tara Mieske & Ms. Brooke Hawley,
Good Day,**

Following the heart-warming welcome from the community to the Memorial Banners, the Lions Club of Land O'Lakes would like to sponsor 10 more memorial banners for Remembrance Day. These flags are normally mounted from light poles or hydro poles. They have a photo of a veteran as well as their name and regiment. We would like to hang 5 in Plevna and 5 in Flinton.

The cost of the flags is approximately \$150. As Lions and community, we will be fully sponsoring the cost of the flags, but would request your approval of the project, and your suggestion for best placement, as well as your support in mounting the flags.

A photo is attached.
Thank you for your consideration.

N.B. A similar letter sent to Township of Addington Highlands.

Lion Jean-Jacques Emond
President
Lions Club of Land O'Lakes

Lion Lynn Lowe
Secretary
Lions Club of Land O'Lakes



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

Date: April 25, 2025

Resolution # 150-25

Moved By:
Deputy Mayor John Inglis

Seconded By:
Councillor Roy Huetl

Be It Resolved That Council instructs the Manager of Community Development to provide monthly usage reports of the EV chargers to Council members.

Carried

Mayor

From: Brooke Ross
Sent: July 3, 2025 4:29 PM
To: Corey Klatt
Subject: Electric Vehicle Charging Stations - Monthly Charging Report - June 2025

Good afternoon,

Per Council Resolution #150-25 passed on April 25, 2025, Council instructed the Manager of Community Development to provide monthly usage reports of the EV chargers to Council members.

Please see attached Electric Vehicle Charging Stations - Monthly Charging Report – June 2025.

I have also attached some graphing to show the averages over the past 3 months of usage.

Can this please be added to the July 10th Council Agenda.

Thank you, have a great day!

Brooke Ross, Dipl.M.A., Dipl.M.M.
Manager of Community Development
Township of North Frontenac

Electric Vehicle Monthly Usage Report

June 2025

	Connection Start Time (local)	Connection End Time (local)	Connection Duration (hours:minutes)	Start State of charge (%)	End State of charge (%)	Total kWh
1	6/2/2025 12:22:59 AM	6/2/2025 12:49:04 AM	0:26	20	87	21.886
2	6/3/2025 4:14:59 PM	6/3/2025 4:20:02 PM	0:05	35	41	6.881
3	6/3/2025 6:15:16 PM	6/3/2025 6:23:19 PM	0:08	21	35	8.984
4	6/6/2025 11:34:38 AM	6/6/2025 12:02:13 PM	0:27	27	74	40.326
5	6/7/2025 2:46:51 PM	6/7/2025 3:07:51 PM	0:21	54	80	29.743
6	6/9/2025 11:39:32 AM	6/9/2025 12:02:07 PM	0:22	18	59	32.906
7	6/10/2025 2:22:36 PM	6/10/2025 2:22:50 PM	0:00	?	?	0
8	6/10/2025 2:23:22 PM	6/10/2025 2:51:28 PM	0:28	62	94	27.315
9	6/11/2025 5:44:13 PM	6/11/2025 6:15:19 PM	0:31	30	86	44.711
10	6/11/2025 6:29:06 PM	6/11/2025 6:43:39 PM	0:14	48	81	19.777
11	6/14/2025 12:59:22 PM	6/14/2025 1:30:01 PM	0:30	58	96	30.731
12	6/14/2025 9:40:19 PM	6/14/2025 10:00:53 PM	0:20	48	80	22.424
13	6/15/2025 1:37:36 AM	6/15/2025 1:45:40 AM	0:08	77	82	4.335
14	6/15/2025 12:13:46 PM	6/15/2025 12:42:56 PM	0:29	43	79	41.743
15	6/18/2025 4:38:38 AM	6/18/2025 4:54:19 AM	0:15	80	95	13.746
16	6/18/2025 11:22:41 AM	6/18/2025 11:56:46 AM	0:34	59	99	24.65
17	6/20/2025 3:48:30 PM	6/20/2025 4:51:09 PM	1:02	21	95	78.892
18	6/22/2025 9:55:22 AM	6/22/2025 10:13:26 AM	0:18	50	79	25.808
19	6/22/2025 6:08:57 PM	6/22/2025 6:34:02 PM	0:25	47	78	24.181
20	6/24/2025 11:46:30 AM	6/24/2025 12:00:04 PM	0:13	62	77	11.815
21	6/24/2025 12:53:59 PM	6/24/2025 1:20:05 PM	0:26	25	69	37.535
22	6/27/2025 10:25:07 AM	6/27/2025 11:09:30 AM	0:44	25	80	37.653
23	6/27/2025 6:48:56 PM	6/27/2025 7:21:26 PM	0:32	21	93	22.712
24	6/28/2025 3:16:48 PM	6/28/2025 3:58:01 PM	0:41	21	86	19.016
25	6/28/2025 8:10:30 PM	6/28/2025 8:48:37 PM	0:38	24	82	45.442
26	6/28/2025 11:16:36 PM	6/29/2025 12:00:14 AM	0:43	26	82	60.801
27	6/29/2025 9:28:31 AM	6/29/2025 9:46:12 AM	0:17	46	73	19.608
28	6/29/2025 12:06:35 PM	6/29/2025 12:44:12 PM	0:37	35	86	45.439
29	6/29/2025 3:12:19 PM	6/29/2025 4:20:38 PM	1:08	51	98	33.46
30	6/29/2025 3:55:21 PM	6/29/2025 4:34:01 PM	0:38	46	91	36.42672
31	6/30/2025 12:07:56 PM	6/30/2025 12:20:01 PM	0:12	0	80	17.267
32	6/30/2025 5:01:51 PM	6/30/2025 5:18:55 PM	0:17	0	80	24.515
33	6/30/2025 5:06:27 PM	6/30/2025 5:57:05 PM	0:50	20	71	50.694
32	6/30/2025 8:13:56 PM	6/30/2025 8:43:01 PM	0:29	0	60	34.704
33	6/30/2025 9:34:45 PM	6/30/2025 10:05:21 PM	0:30	17	48	30.01
34	6/30/2025 10:09:44 PM	6/30/2025 10:40:02 PM	0:30	48	80	31.418

Three Month Data

March

Connection Start Time (local)	Connection Duration (hours:minutes)	Start State of charge (%)	End State of charge (%)	Total Amount	Total kWh
3/21/2025 11:24:08 AM	0:10	54	59	\$3.35	3.642
3/21/2025 11:35:43 AM	0:03	59	60	\$1.18	1.072

April

Connection Start Time (local)	Connection Duration (hours:minutes)	Start State of charge (%)	End State of charge (%)	Total Amount	Total kWh
4/4/2025 1:28:54 AM	0:01	?	?	\$-	0
4/4/2025 1:32:20 AM	0:06	15	22	\$2.02	6.07
4/6/2025 2:10:29 PM	0:30	62	77	\$10.19	13.234
4/6/2025 11:52:26 PM	0:00	?	?	\$-	0
4/6/2025 11:58:12 PM	0:15	75	88	\$5.02	11.932
4/10/2025 11:13:13 AM	0:37	48	95	\$12.37	15.835
4/12/2025 2:27:59 PM	0:24	15	80	\$8.03	23.382
4/12/2025 2:52:23 PM	1:07	42	99	\$22.54	64.113
4/16/2025 1:46:40 PM	0:33	47	68	\$11.20	16.648
4/16/2025 1:31:58 PM	0:54	0	88	\$18.14	15.305
4/18/2025 10:42:04 AM	1:10	12	71	\$23.39	36.961
4/18/2025 2:38:24 PM	0:43	47	96	\$14.37	51.014
4/18/2025 2:59:42 PM	0:34	9	44	\$11.37	23.892
4/19/2025 4:28:02 PM	0:24	36	79	\$8.28	35.207
4/20/2025 12:57:51 PM	0:20	0	93	\$6.86	13.547
4/25/2025 3:13:53 PM	0:15	0	79	\$5.28	18.386
4/27/2025 11:30:57 AM	0:33	33	80	\$11.05	38.145

May

Connection Start Time (local)	Connection Duration (hours:minutes)	Start State of charge (%)	End State of charge (%)	Total Amount	Total kWh
5/2/2025 5:08:33 PM	0:31	14	85	\$10.36	40.272
5/3/2025 2:34:19 PM	0:18	64	85	\$6.19	21.9
5/6/2025 8:24:26 AM	1:11	8	72	\$23.89	84.175
5/6/2025 5:28:28 PM	0:36	39	99	\$12.03	18.164
5/7/2025 8:39:04 AM	0:11	71	84	\$3.78	10.972
5/7/2025 6:18:46 PM	0:47	27	79	\$15.75	35.459
5/8/2025 11:33:06 AM	0:45	68	92	\$15.20	26.73
5/8/2025 7:34:29 PM	0:51	9	99	\$17.21	26.453
5/9/2025 9:40:15 AM	0:58	4	96	\$19.63	16.281
5/9/2025 4:54:13 PM	0:22	61	82	\$7.53	16.379
5/10/2025 7:23:41 PM	0:26	71	89	\$8.86	14.507
5/16/2025 6:07:12 PM	0:00	?	?	\$-	0
5/16/2025 6:10:13 PM	0:00	?	?	\$-	0
5/17/2025 9:24:55 AM	0:11	27	42	\$3.70	15.735
5/17/2025 1:45:39 PM	0:40	50	99	\$14.04	41.059
5/17/2025 11:53:25 PM	0:00	?	?	\$-	0
5/18/2025 7:21:12 AM	0:00	?	?	\$-	0
5/18/2025 7:22:35 AM	1:07	21	94	\$22.48	81.087
5/18/2025 10:35:28 AM	0:19	49	65	\$6.45	15.086
5/18/2025 1:43:47 PM	0:21	55	79	\$7.10	30.203
5/18/2025 9:14:35 PM	0:22	3	43	\$7.53	31.127
5/19/2025 9:35:21 AM	0:31	28	57	\$10.36	24.727
5/19/2025 2:32:31 PM	0:16	48	62	\$5.36	15.427
5/19/2025 6:08:11 PM	0:00	?	?	\$-	0
5/19/2025 6:10:36 PM	0:14	16	36	\$4.86	16.573
5/20/2025 11:27:49 AM	0:31	0	58	\$10.37	24.683

5/22/2025 8:38:31 PM	0:34	50	80	\$11.53	41.604
5/25/2025 11:57:50 PM	0:36	0	52	\$12.10	41.324
5/31/2025 10:50:39 AM	0:31	29	95	\$10.57	17.838

June

Connection Start Time (local)	Connection Duration (hours:minutes)	Start State of charge (%)	End State of charge (%)	Total Amount	Total kWh
6/2/2025 12:22:59 AM	0:26	20	87	\$8.69	21.886
6/3/2025 4:14:59 PM	0:05	35	41	\$1.68	6.881
6/3/2025 6:15:16 PM	0:08	21	35	\$2.68	8.984
6/6/2025 11:34:38 AM	0:27	27	74	\$9.19	40.326
6/7/2025 2:46:51 PM	0:21	54	80	\$7.00	29.743
6/9/2025 11:39:32 AM	0:22	18	59	\$7.53	32.906
6/10/2025 2:22:36 PM	0:00	?	?	\$-	0
6/10/2025 2:23:22 PM	0:28	62	94	\$9.37	27.315
6/11/2025 5:44:13 PM	0:31	30	86	\$10.37	44.711
6/11/2025 6:29:06 PM	0:14	48	81	\$4.85	19.777
6/14/2025 12:59:22 PM	0:30	58	96	\$10.22	30.731
6/14/2025 9:40:19 PM	0:20	48	80	\$6.86	22.424
6/15/2025 1:37:36 AM	0:08	77	82	\$2.69	4.335
6/15/2025 12:13:46 PM	0:29	43	79	\$9.72	41.743
6/18/2025 4:38:38 AM	0:15	80	95	\$5.23	13.746
6/18/2025 11:22:41 AM	0:34	59	99	\$11.36	24.65
6/20/2025 3:48:30 PM	1:02	21	95	\$20.88	78.892
6/22/2025 9:55:22 AM	0:18	50	79	\$6.02	25.808
6/22/2025 6:08:57 PM	0:25	47	78	\$8.36	24.181
6/24/2025 11:46:30 AM	0:13	62	77	\$4.52	11.815
6/24/2025 12:53:59 PM	0:26	25	69	\$8.70	37.535
6/27/2025 10:25:07 AM	0:44	25	80	\$14.79	37.653

6/27/2025 6:48:56 PM	0:32	21	93	\$10.83	22.712
6/28/2025 3:16:48 PM	0:41	21	86	\$13.74	19.016
6/28/2025 8:10:30 PM	0:38	24	82	\$12.71	45.442
6/28/2025 11:16:36 PM	0:43	26	82	\$14.54	60.801
6/29/2025 9:28:31 AM	0:17	46	73	\$5.89	19.608
6/29/2025 12:06:35 PM	0:37	35	86	\$12.54	45.439
6/29/2025 3:12:19 PM	1:08	51	98	\$22.77	33.46
6/29/2025 3:55:21 PM	0:38	46	91	\$12.89	36.42672
6/30/2025 12:07:56 PM	0:12	0	80	\$4.03	17.267
6/30/2025 5:01:51 PM	0:17	0	80	\$5.69	24.515
6/30/2025 5:06:27 PM	0:50	20	71	\$16.88	50.694
6/30/2025 8:13:56 PM	0:29	0	60	\$9.69	34.704
6/30/2025 9:34:45 PM	0:30	17	48	\$10.20	30.01
6/30/2025 10:09:44 PM	0:30	48	80	\$10.10	31.418

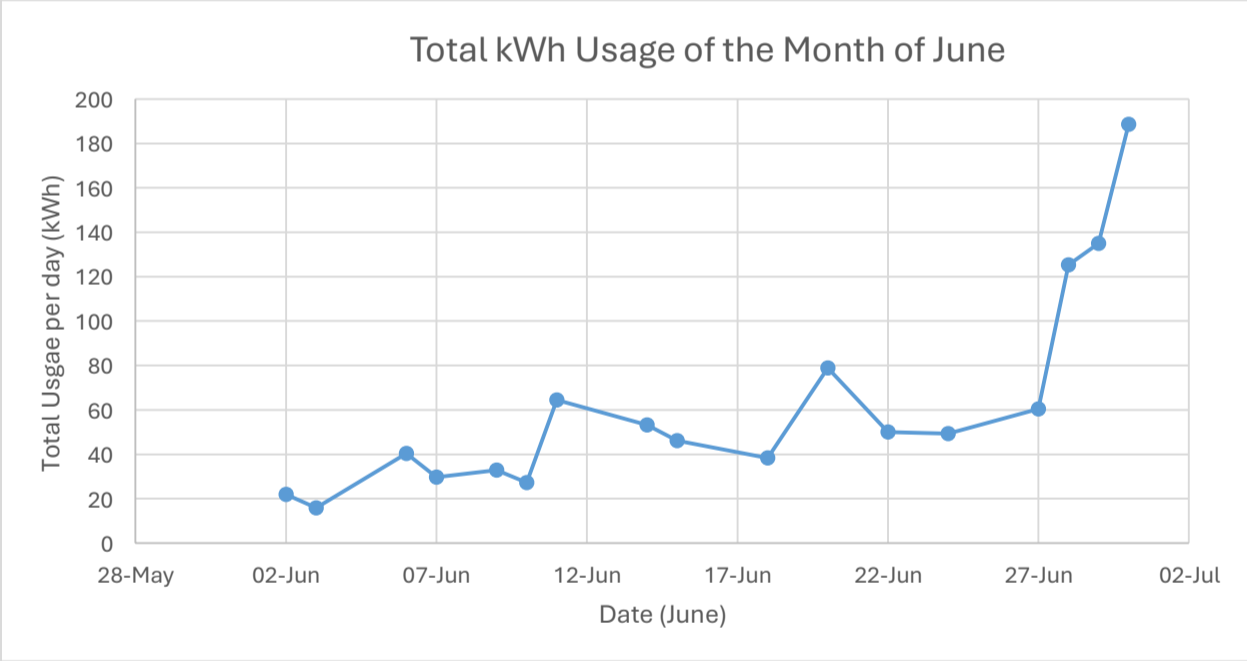
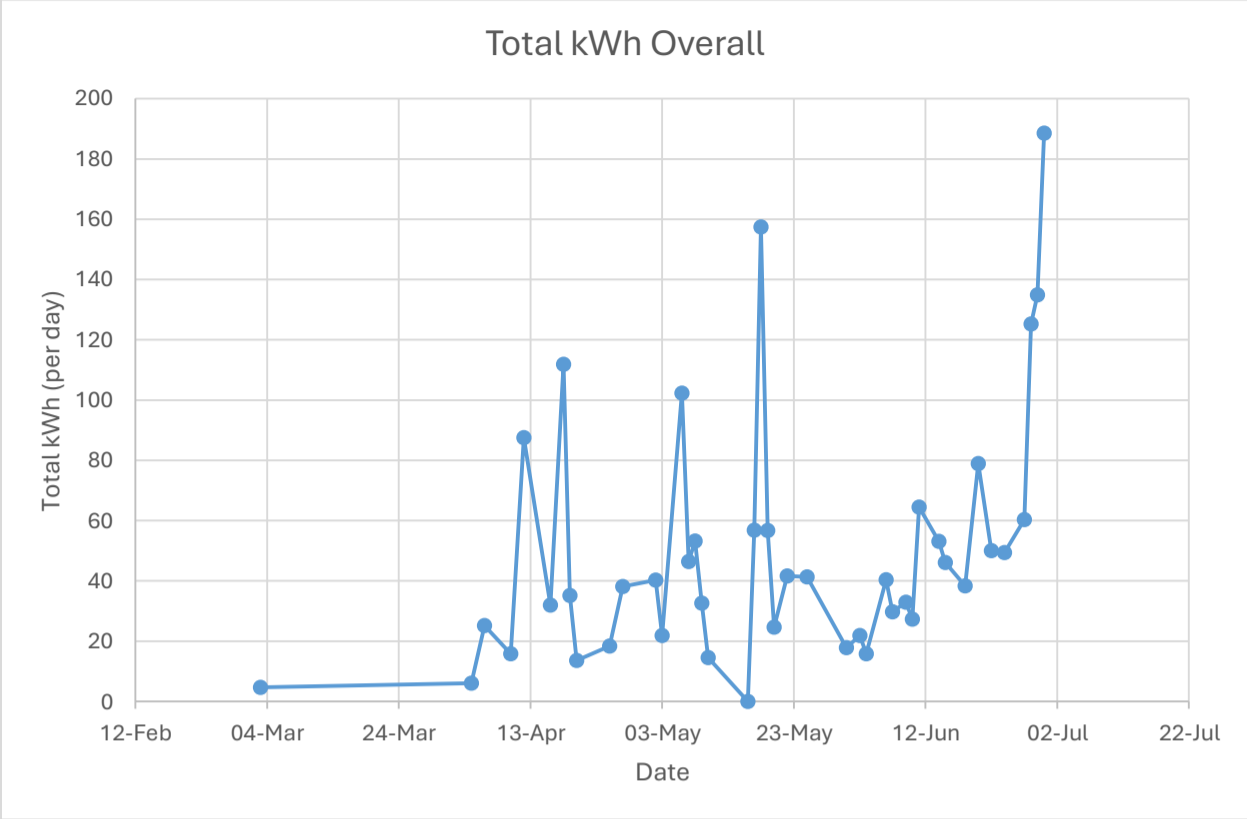
	<u>14:16</u>			\$774.73	2153.70472
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KW Usage Graph

Connection Start Time (local)	Total kWh	Date	Total kWh
3/21/2025 11:24:08 AM	3.642	03-Mar	4.714
3/21/2025 11:35:43 AM	1.072	04-Apr	6.07
4/4/2025 1:28:54 AM	0	06-Apr	25.166
4/4/2025 1:32:20 AM	6.07	10-Apr	15.835
4/6/2025 2:10:29 PM	13.234	12-Apr	87.495
4/6/2025 11:52:26 PM	0	16-Apr	31.953
4/6/2025 11:58:12 PM	11.932	18-Apr	111.867
4/10/2025 11:13:13 AM	15.835	19-Apr	35.207
4/12/2025 2:27:59 PM	23.382	20-Apr	13.547
4/12/2025 2:52:23 PM	64.113	25-Apr	18.386
4/16/2025 1:46:40 PM	16.648	27-Apr	38.145
4/16/2025 1:31:58 PM	15.305	02-May	40.272
4/18/2025 10:42:04 AM	36.961	03-May	21.9
4/18/2025 2:38:24 PM	51.014	06-May	102.339
4/18/2025 2:59:42 PM	23.892	07-May	46.431
4/19/2025 4:28:02 PM	35.207	08-May	53.183
4/20/2025 12:57:51 PM	13.547	09-May	32.66
4/25/2025 3:13:53 PM	18.386	10-May	14.507
4/27/2025 11:30:57 AM	38.145	16-May	0
5/2/2025 5:08:33 PM	40.272	17-May	56.794
5/3/2025 2:34:19 PM	21.9	18-May	157.503
5/6/2025 8:24:26 AM	84.175	19-May	56.727
5/6/2025 5:28:28 PM	18.164	20-May	24.683
5/7/2025 8:39:04 AM	10.972	22-May	41.604
5/7/2025 6:18:46 PM	35.459	25-May	41.324
5/8/2025 11:33:06 AM	26.73	31-May	17.838
5/8/2025 7:34:29 PM	26.453	02-Jun	21.886
5/9/2025 9:40:15 AM	16.281	03-Jun	15.865
5/9/2025 4:54:13 PM	16.379	06-Jun	40.326
5/10/2025 7:23:41 PM	14.507	07-Jun	29.743
5/16/2025 6:07:12 PM	0	09-Jun	32.906
5/16/2025 6:10:13 PM	0	10-Jun	27.315
5/17/2025 9:24:55 AM	15.735	11-Jun	64.488
5/17/2025 1:45:39 PM	41.059	14-Jun	53.155

5/17/2025 11:53:25 PM	0
5/18/2025 7:21:12 AM	0
5/18/2025 7:22:35 AM	81.087
5/18/2025 10:35:28 AM	15.086
5/18/2025 1:43:47 PM	30.203
5/18/2025 9:14:35 PM	31.127
5/19/2025 9:35:21 AM	24.727
5/19/2025 2:32:31 PM	15.427
5/19/2025 6:08:11 PM	0
5/19/2025 6:10:36 PM	16.573
5/20/2025 11:27:49 AM	24.683
5/22/2025 8:38:31 PM	41.604
5/25/2025 11:57:50 PM	41.324
5/31/2025 10:50:39 AM	17.838
6/2/2025 12:22:59 AM	21.886
6/3/2025 4:14:59 PM	6.881
6/3/2025 6:15:16 PM	8.984
6/6/2025 11:34:38 AM	40.326
6/7/2025 2:46:51 PM	29.743
6/9/2025 11:39:32 AM	32.906
6/10/2025 2:22:36 PM	0
6/10/2025 2:23:22 PM	27.315
6/11/2025 5:44:13 PM	44.711
6/11/2025 6:29:06 PM	19.777
6/14/2025 12:59:22 PM	30.731
6/14/2025 9:40:19 PM	22.424
6/15/2025 1:37:36 AM	4.335
6/15/2025 12:13:46 PM	41.743
6/18/2025 4:38:38 AM	13.746
6/18/2025 11:22:41 AM	24.65
6/20/2025 3:48:30 PM	78.892
6/22/2025 9:55:22 AM	25.808
6/22/2025 6:08:57 PM	24.181
6/24/2025 11:46:30 AM	11.815
6/24/2025 12:53:59 PM	37.535
6/27/2025 10:25:07 AM	37.653
6/27/2025 6:48:56 PM	22.712
6/28/2025 3:16:48 PM	19.016
6/28/2025 8:10:30 PM	45.442
6/28/2025 11:16:36 PM	60.801
6/29/2025 9:28:31 AM	19.608
6/29/2025 12:06:35 PM	45.439
6/29/2025 3:12:19 PM	33.46
6/29/2025 3:55:21 PM	36.42672
6/30/2025 12:07:56 PM	17.267
6/30/2025 5:01:51 PM	24.515
6/30/2025 5:06:27 PM	50.694
6/30/2025 8:13:56 PM	34.704
6/30/2025 9:34:45 PM	30.01
6/30/2025 10:09:44 PM	31.418

15-Jun	46.078
18-Jun	38.396
20-Jun	78.892
22-Jun	49.989
24-Jun	49.35
27-Jun	60.365
28-Jun	125.259
29-Jun	134.93372
30-Jun	188.608



Income Graph

Connection Start Time (local)	Total Amount
3/21/2025 11:24:08 AM	\$3.35
3/21/2025 11:35:43 AM	\$1.18
4/4/2025 1:28:54 AM	\$-
4/4/2025 1:32:20 AM	\$2.02
4/6/2025 2:10:29 PM	\$10.19
4/6/2025 11:52:26 PM	\$-
4/6/2025 11:58:12 PM	\$5.02
4/10/2025 11:13:13 AM	\$12.37
4/12/2025 2:27:59 PM	\$8.03
4/12/2025 2:52:23 PM	\$22.54
4/16/2025 1:46:40 PM	\$11.20
4/16/2025 1:31:58 PM	\$18.14
4/18/2025 10:42:04 AM	\$23.39
4/18/2025 2:38:24 PM	\$14.37
4/18/2025 2:59:42 PM	\$11.37
4/19/2025 4:28:02 PM	\$8.28

Date	Dollar/day Overall (\$)
03-Mar	\$4.53
04-Apr	2.02
06-Apr	\$15.21
10-Apr	\$12.37
12-Apr	\$30.57
16-Apr	\$29.34
18-Apr	\$49.13
19-Apr	\$8.28
20-Apr	\$6.86
25-Apr	\$5.28
27-Apr	\$11.05
02-May	\$10.36
03-May	\$6.19
06-May	\$35.92
07-May	\$19.53
08-May	\$15.20

4/20/2025 12:57:51 PM	\$6.86
4/25/2025 3:13:53 PM	\$5.28
4/27/2025 11:30:57 AM	\$11.05
5/2/2025 5:08:33 PM	\$10.36
5/3/2025 2:34:19 PM	\$6.19
5/6/2025 8:24:26 AM	\$23.89
5/6/2025 5:28:28 PM	\$12.03
5/7/2025 8:39:04 AM	\$3.78
5/7/2025 6:18:46 PM	\$15.75
5/8/2025 11:33:06 AM	\$15.20
5/8/2025 7:34:29 PM	\$17.21
5/9/2025 9:40:15 AM	\$19.63
5/9/2025 4:54:13 PM	\$7.53
5/10/2025 7:23:41 PM	\$8.86
5/16/2025 6:07:12 PM	\$-
5/16/2025 6:10:13 PM	\$-
5/17/2025 9:24:55 AM	\$3.70
5/17/2025 1:45:39 PM	\$14.04
5/17/2025 11:53:25 PM	\$-

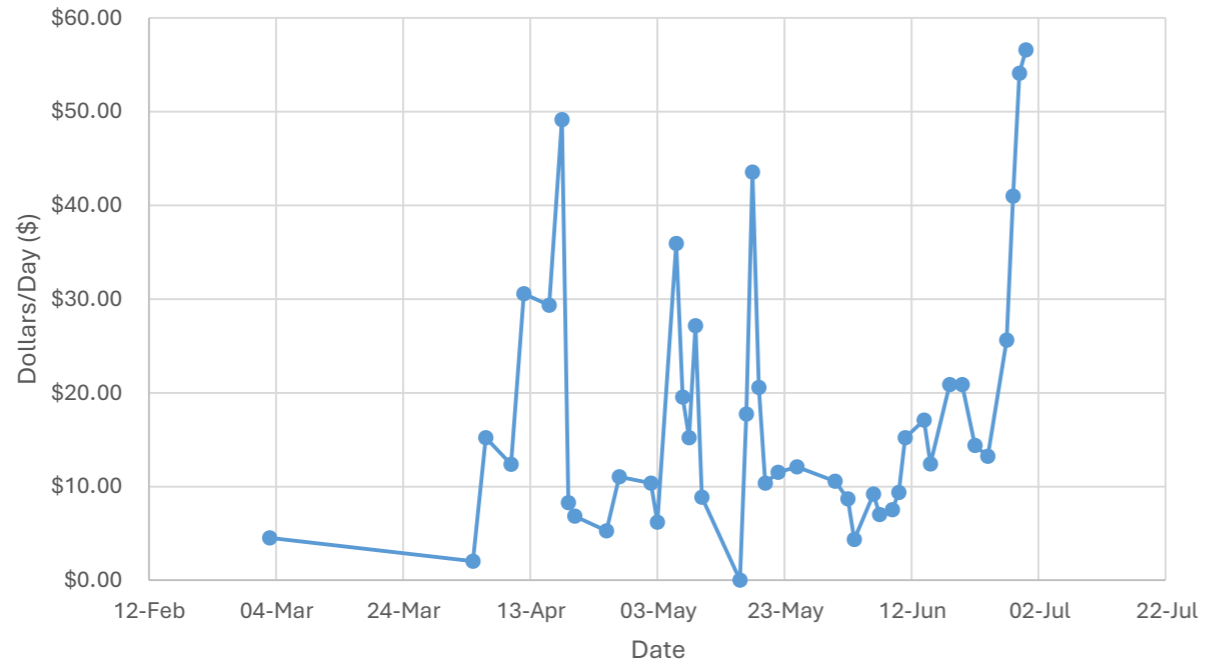
09-May	\$27.16
10-May	\$8.86
16-May	0
17-May	\$17.74
18-May	43.56
19-May	\$20.58
20-May	\$10.37
22-May	\$11.53
25-May	\$12.10
31-May	\$10.57
02-Jun	\$8.69
03-Jun	\$4.36
06-Jun	\$9.19
07-Jun	\$7.00
09-Jun	\$7.53
10-Jun	9.37
11-Jun	\$15.22
14-Jun	\$17.08
15-Jun	\$12.41

5/18/2025 7:21:12 AM	\$-
5/18/2025 7:22:35 AM	\$22.48
5/18/2025 10:35:28 AM	\$6.45
5/18/2025 1:43:47 PM	\$7.10
5/18/2025 9:14:35 PM	\$7.53
5/19/2025 9:35:21 AM	\$10.36
5/19/2025 2:32:31 PM	\$5.36
5/19/2025 6:08:11 PM	\$-
5/19/2025 6:10:36 PM	\$4.86
5/20/2025 11:27:49 AM	\$10.37
5/22/2025 8:38:31 PM	\$11.53
5/25/2025 11:57:50 PM	\$12.10
5/31/2025 10:50:39 AM	\$10.57
6/2/2025 12:22:59 AM	\$8.69
6/3/2025 4:14:59 PM	\$1.68
6/3/2025 6:15:16 PM	\$2.68
6/6/2025 11:34:38 AM	\$9.19
6/7/2025 2:46:51 PM	\$7.00
6/9/2025 11:39:32 AM	\$7.53
6/10/2025 2:22:36 PM	\$-
6/10/2025 2:23:22 PM	\$9.37
6/11/2025 5:44:13 PM	\$10.37
6/11/2025 6:29:06 PM	\$4.85
6/14/2025 12:59:22 PM	\$10.22
6/14/2025 9:40:19 PM	\$6.86
6/15/2025 1:37:36 AM	\$2.69

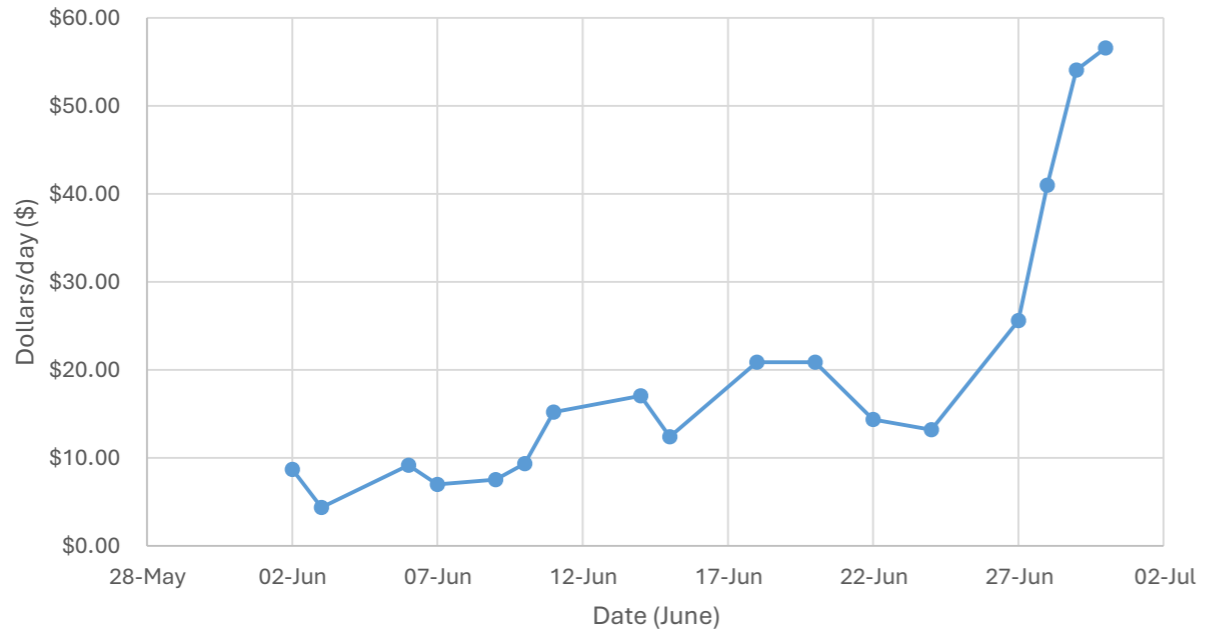
18-Jun	\$20.88
20-Jun	\$20.88
22-Jun	\$14.38
24-Jun	\$13.22
27-Jun	\$25.62
28-Jun	\$40.99
29-Jun	\$54.09
30-Jun	\$56.59

6/15/2025 12:13:46 PM	\$9.72
6/18/2025 4:38:38 AM	\$5.23
6/18/2025 11:22:41 AM	\$11.36
6/20/2025 3:48:30 PM	\$20.88
6/22/2025 9:55:22 AM	\$6.02
6/22/2025 6:08:57 PM	\$8.36
6/24/2025 11:46:30 AM	\$4.52
6/24/2025 12:53:59 PM	\$8.70
6/27/2025 10:25:07 AM	\$14.79
6/27/2025 6:48:56 PM	\$10.83
6/28/2025 3:16:48 PM	\$13.74
6/28/2025 8:10:30 PM	\$12.71
6/28/2025 11:16:36 PM	\$14.54
6/29/2025 9:28:31 AM	\$5.89
6/29/2025 12:06:35 PM	\$12.54
6/29/2025 3:12:19 PM	\$22.77
6/29/2025 3:55:21 PM	\$12.89
6/30/2025 12:07:56 PM	\$4.03
6/30/2025 5:01:51 PM	\$5.69
6/30/2025 5:06:27 PM	\$16.88
6/30/2025 8:13:56 PM	\$9.69
6/30/2025 9:34:45 PM	\$10.20
6/30/2025 10:09:44 PM	\$10.10

Dollar/day Overall (\$)



Total Dollars Received in the Month of June



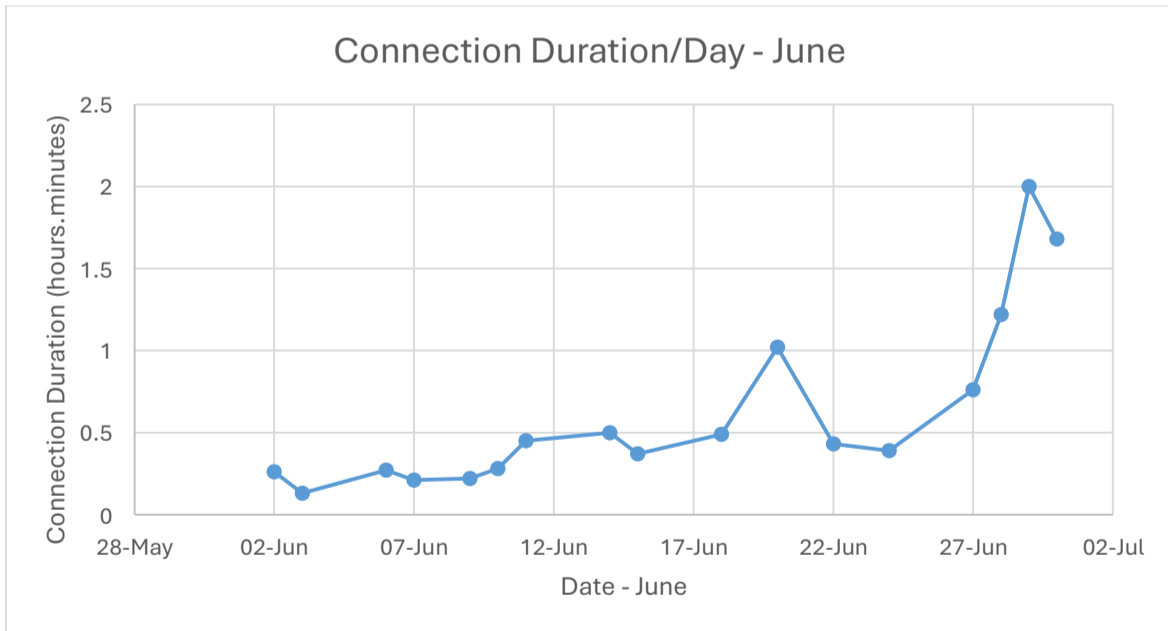
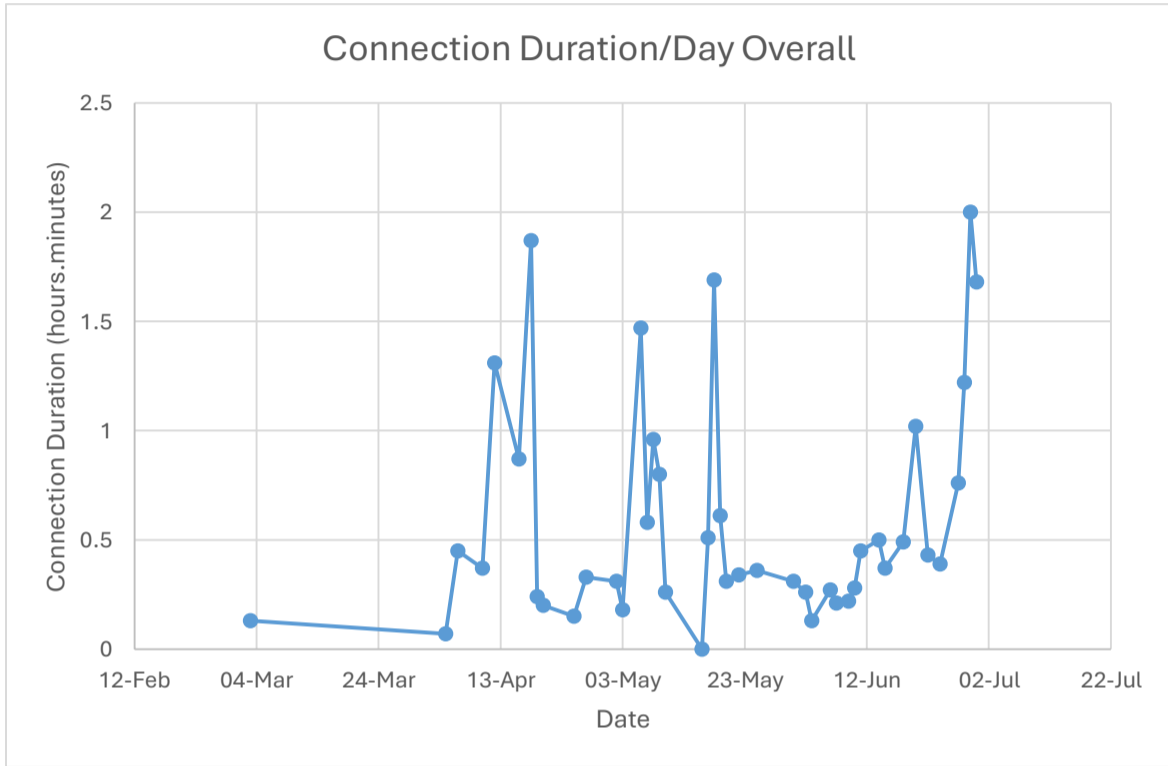
Connection Duration Graph

Connection Start Time (local)	Connection Duration (hours.minutes)	Date	Time
3/21/2025 11:24:08 AM	0.1	03-Mar	0.13
3/21/2025 11:35:43 AM	0.03	04-Apr	0.07
		06-Apr	0.45
4/4/2025 1:28:54 AM	0.01	10-Apr	0.37
4/4/2025 1:32:20 AM	0.06	12-Apr	1.31
4/6/2025 2:10:29 PM	0.3	16-Apr	0.87
4/6/2025 11:52:26 PM	0	18-Apr	1.87
4/6/2025 11:58:12 PM	0.15	19-Apr	0.24
4/10/2025 11:13:13 AM	0.37	20-Apr	0.2
4/12/2025 2:27:59 PM	0.24	25-Apr	0.15
4/12/2025 2:52:23 PM	1.07	27-Apr	0.33
4/16/2025 1:46:40 PM	0.33	02-May	0.31
4/16/2025 1:31:58 PM	0.54	03-May	0.18
4/18/2025 10:42:04 AM	1.1	06-May	1.47
4/18/2025 2:38:24 PM	0.43	07-May	0.58
4/18/2025 2:59:42 PM	0.34	08-May	0.96
4/19/2025 4:28:02 PM	0.24	09-May	0.8
4/20/2025 12:57:51 PM	0.2	10-May	0.26
4/25/2025 3:13:53 PM	0.15	16-May	0
4/27/2025 11:30:57 AM	0.33	17-May	0.51
		18-May	1.69
5/2/2025 5:08:33 PM	0.31	19-May	0.61
5/3/2025 2:34:19 PM	0.18	20-May	0.31
5/6/2025 8:24:26 AM	1.11	22-May	0.34
5/6/2025 5:28:28 PM	0.36	25-May	0.36
5/7/2025 8:39:04 AM	0.11	31-May	0.31
5/7/2025 6:18:46 PM	0.47	02-Jun	0.26
5/8/2025 11:33:06 AM	0.45	03-Jun	0.13
5/8/2025 7:34:29 PM	0.51	06-Jun	0.27
5/9/2025 9:40:15 AM	0.58	07-Jun	0.21
5/9/2025 4:54:13 PM	0.22	09-Jun	0.22
5/10/2025 7:23:41 PM	0.26	10-Jun	0.28
5/16/2025 6:07:12 PM	0	11-Jun	0.45
5/16/2025 6:10:13 PM	0	14-Jun	0.5
5/17/2025 9:24:55 AM	0.11	15-Jun	0.37

5/17/2025 1:45:39 PM	0.4
5/17/2025 11:53:25 PM	0
5/18/2025 7:21:12 AM	0
5/18/2025 7:22:35 AM	1.07
5/18/2025 10:35:28 AM	0.19
5/18/2025 1:43:47 PM	0.21
5/18/2025 9:14:35 PM	0.22
5/19/2025 9:35:21 AM	0.31
5/19/2025 2:32:31 PM	0.16
5/19/2025 6:08:11 PM	0
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5/22/2025 8:38:31 PM	0.34
5/25/2025 11:57:50 PM	0.36
5/31/2025 10:50:39 AM	0.31
6/2/2025 12:22:59 AM	0.26
6/3/2025 4:14:59 PM	0.05
6/3/2025 6:15:16 PM	0.08
6/6/2025 11:34:38 AM	0.27
6/7/2025 2:46:51 PM	0.21
6/9/2025 11:39:32 AM	0.22
6/10/2025 2:22:36 PM	0
6/10/2025 2:23:22 PM	0.28
6/11/2025 5:44:13 PM	0.31
6/11/2025 6:29:06 PM	0.14
6/14/2025 12:59:22 PM	0.3
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6/15/2025 1:37:36 AM	0.08
6/15/2025 12:13:46 PM	0.29
6/18/2025 4:38:38 AM	0.15
6/18/2025 11:22:41 AM	0.34
6/20/2025 3:48:30 PM	1.02
6/22/2025 9:55:22 AM	0.18
6/22/2025 6:08:57 PM	0.25
6/24/2025 11:46:30 AM	0.13
6/24/2025 12:53:59 PM	0.26
6/27/2025 10:25:07 AM	0.44
6/27/2025 6:48:56 PM	0.32
6/28/2025 3:16:48 PM	0.41
6/28/2025 8:10:30 PM	0.38
6/28/2025 11:16:36 PM	0.43
6/29/2025 9:28:31 AM	0.17
6/29/2025 12:06:35 PM	0.37
6/29/2025 3:12:19 PM	1.08
6/29/2025 3:55:21 PM	0.38
6/30/2025 12:07:56 PM	0.12
6/30/2025 5:01:51 PM	0.17
6/30/2025 5:06:27 PM	0.5
6/30/2025 8:13:56 PM	0.29
6/30/2025 9:34:45 PM	0.3
6/30/2025 10:09:44 PM	0.3

18-Jun	0.49
20-Jun	1.02
22-Jun	0.43
24-Jun	0.39
27-Jun	0.76
28-Jun	1.22
29-Jun	2
30-Jun	1.68

Month	Time (hours/month (hrs/mins))
March	0:13
April	8:26
May	13:09
June	16:28



To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Approved by:
Date of Meeting: 10 Jul 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. Ontario Ombudsman re: Launch of New Website
2. North & Central Frontenac Food Bank Open House
3. Township of Georgian Bay re: Request for Support - Floating Accommodations
4. Eastern Ontario Regional Network re: Monthly Update - May 2025
5. File #B08/25 (Lot Addition) and File #B09/25 (ROW) - Pt Lot 25, Conc 8 Marble Lake
6. Land O'Lakes Food re: Thank you for Donation
7. Town of Bradford West Gwillimbury re: Advocacy for Increased Income Support Thresholds for Canadian Veterans
8. Lennox & Addington General Hospital re: Thank You for Donation
9. Office of the Information and Privacy Commission re: 2024 Annual Report
10. File #B07/25 - 14383 Road 509 - Creation of One New Lot
11. County of Frontenac re: Economic Development Updates
12. File #A5/25 - 1651 South Kash Lake Lane - Request for Permissions
13. File #A06/25 - Request for Permission - 1133 North Pinnacle Point Lane
14. Ombudsman Ontario re: Annual Report
15. Federation of Ontario Cottagers' Association re: Municipalities Encouraged to Act on Floating Accommodations
16. Federation of Ontario Cottagers' Associations re: E-news June 2025
17. Independent Electricity System Operator re: Update LT2 Request for Proposal
18. Association of Municipalities of Ontario re: 2024 Annual Report
19. Ontario Ombudsman re: June Newsletter
20. Ontario Human Rights Commission re: 2024–2025 Annual Report
21. Ministry of Seniors and Accessibility re: 2025-26 Seniors Community Grant Program
22. Eastern Ontario Regional Network re: Monthly Update - June 2025
23. Silver Lake Pow Wow re: Celebrates 28 Years of Culture and Community (August 23/24, 2025)

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

1. Roy Whittaker, Resident re: Request for Speed Limit Reduction Ardoch Road;
2. Prince Edward County re: Request for Support - Advocacy to the Federal Government for 'Disability without Poverty';
3. County of Frontenac re: Open Farms Proclamation.

June 13, 2025

Township of North Frontenac Council

Township Municipal Office

6648 Road 506

Plevna, ON K0H 2M0

To Whom It May Concern,

Re: Request for Speed Limit Reduction – Ardoch Road (Roy Whittaker, 5364 Ardoch Road, Ardoch, ON)

I am writing to formally request a review and reduction of the posted speed limit on Ardoch Road within the town limits of Ardoch, Ontario.

Currently, the speed limit at the entrance to town is posted at 50 km/h; however, midway through the town, it increases to 80 km/h. I respectfully request that the speed limit be reduced to 50 km/h throughout the entire stretch within the town limits to enhance public safety.

There are children and senior citizens who regularly traverse this area, particularly near 5369 Ardoch Road, making the higher speed limit a significant hazard.

Furthermore, there are plans to establish a community space at 5369 Ardoch Road, which will feature a French fry truck. This is expected to bring additional pedestrian and vehicle activity, further highlighting the need for a safer, reduced speed zone.

Your intervention in this matter would be greatly appreciated.

I kindly request a timely response outlining the next steps and a clear plan of action.

Thank you for your attention and consideration.

Roy Whittaker
Ardoch Road

June 13, 2025

Please be advised that during the regular Council meeting of June 10, 2025 the following resolution regarding support of advocacy to the Federal Government for 'disability without poverty' was carried.

RESOLUTION NO. 2025-345

DATE: June 10, 2025

MOVED BY: Councillor Roberts

SECONDED BY: Councillor Branderhorst

WHEREAS one in four Ontarians lives with a disability; and

WHEREAS the median household income in Prince Edward County (\$75K) is already well below both the Basic Living Income and the Ontario Median Household Income (\$84K); and

WHEREAS persons with disabilities are twice as likely to live in poverty and would already require an average of 30% more income just to reach the poverty line; and

WHEREAS the new federal benefit for people with disabilities (about \$200/month) and called the Canada Disability Benefit) is about to be rolled out; and

WHEREAS the Federal government has yet to exempt this new federal benefit from being considered income for federal tax purposes,

NOW THEREFORE BE IT RESOLVED:

THAT the Mayor be requested to communicate with Prime Minister Carney that the Council of the County of Prince Edward calls on the Government of Canada to commit to exempting the Canada Disability Benefit from income tax and work towards supporting Canadians with a disability to live without poverty;

THAT Prime Minister Carney be requested to publicly confirm his government's commitment to making that legislative change as soon as possible; and

THAT a copy of this resolution be circulated to the federal Minister of Finance, the federal Minister of Health, the Federation of Canadian Municipalities, Prince Edward Lennox and Addington Social Services, the Rural Ontario Municipal Association (ROMA), the Eastern Ontario Wardens' Caucus (EOWC) and all municipalities in the Province of Ontario.

CARRIED



From the Office of the Clerk
The Corporation of the County of Prince Edward
T: 613.476.2148 x 1021 | F: 613.476.5727
clerks@pecounty.on.ca | www.thecounty.ca

Yours truly,

Victoria Leskie, **CLERK**

cc: Mayor Steve Ferguson, Councillor Roberts, Councillor Branderhorst, and Adam Goheen, Interim CAO



From: Debbi Miller

Sent: July 3, 2025 8:09 AM

To: Vanessa Latimer; James Thompson; Jody Legue; Cathy Macmunn ; Tara Mieske

Cc: Jannette Amini; Amanda Pantrey ; Richard Allen

Subject: Open Farms Proclamation

Good morning,

I hope everyone is having a great summer.

I wanted to share a proclamation that we are taking to County Council in July for Open Farms. I would like to ask if you would also take it to your respective Council's.

If you have any questions, please let me know.

If you do take the proclamation to your Council, please let me know when you are taking it, so we can share that in our wrap up report.

If you are interested in learning more about Open Farms or have farms, businesses or community groups interested, you can learn more here.

<https://engagefrontenac.ca/open-farms>

This is the website that the experiences and locations will be included on.

www.OpenFarms.ca

Thank you in advance,

Debbi

Open Farms

September 5, 6 and 7, 2025

Whereas the County of Frontenac recognizes the importance of agriculture in the region; and,

Whereas Frontenac County believes a strong agricultural economy is essential for enduring communities, for the health of our residents, and to establish a strong community in support of food security for our citizens as well as our businesses, and organizations; and,

Whereas Frontenac County has a vision of a strong agriculture community that is rooted in the character of Frontenac and its residents: welcoming, natural, healthy, clean, tranquil, entrepreneurial, and rural by choice and conviction; and

Whereas the County of Frontenac is committed to supporting agriculture to grow businesses, attract more visitors and expand the tax base;

Now Therefore Be It Resolved That the Council of the Corporation of the County of Frontenac hereby declares September 5, 6 and 7, 2025, as Open Farms in Frontenac County, and reminds individuals of the importance of this celebration which supports local agriculture and food businesses in our communities

And Further That the County encourages all residents to support local farms and food businesses by participating.

Debbi Miller (she/her/hers)
Community Development Officer
Planning and Economic Development
County of Frontenac

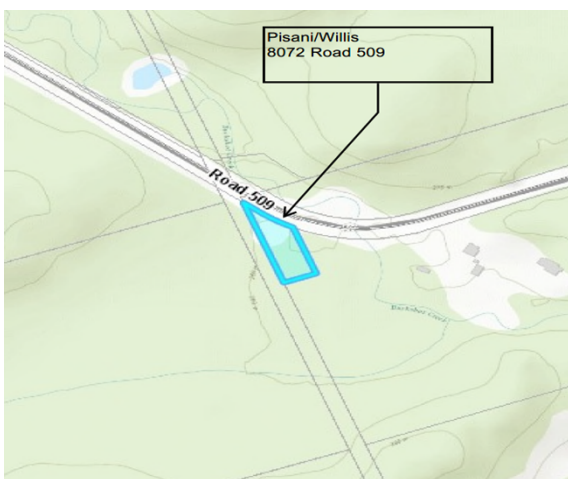
To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
 Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 10 Jul 2025
Re: Concession Road Allowance Closure - Pisani/Willis - Update

Recommendation:

Be it Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Concession Road Allowance Closure - Pisani/Willis - Update";
And That, based on the provisions of the Sale of Land Policy, Council denies the Application to close, stop-up and sell a portion of the Concession Road Allowance between Concessions 6 and 7 in Lot 38, geographic Township of Clarendon.

Background:

At the meeting held on April 25, 2025, Council passed the following Resolution :
 Resolution #143-25 Moved by Councillor Regent Seconded by Councillor Good
Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Request for Reconsideration of Closure of Concession Road Allowance between Lot 38, Concession 6 and 7 – Pisani/Willis";
And That Council receives the additional information from the applicants;
And That Council is willing to negotiate the sale of 3 metres adjacent to the property;
And That Council instructs the Clerk to advise the property owner and neighbours of Council's decision; and report back to Council.



Researched By:

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

Comments:

The neighbouring property owners were advised of Council's decision to negotiate the sale of 3 metres of the concession road allowance abutting the subject property. George and Michelle Ross provided the following comment:

"If part of this road allowance will be sold, we will require a right of way to access our property."

A second property owner Chad Manion provided detailed comments (Attachment #1).

The Township has received an Application for a Licence Agreement from Chad Manion to use this Concession Road Allowance (see Administrative Report entitled Licence Agreement Application for Use of Concession Road Allowance - 2649991 Ontario Incorporated (Manion) in the Agenda package).

For clarification, there is a difference between a Licence Agreement and a legal deeded right of way. A legal deeded right of way (easement) is created through an application for consent and is registered on title. A Licence Agreement allows a property owner to use Township property and is not registered on title.

The Township's Policy for the Sale and Disposition of Land Section 6 d) iii provides "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."

As the neighbours have indicated the sale of the road allowance may impede access for future development it is recommended Council deny the application to sell even a portion of the road allowance.

Financial Impact:

The application fee of \$1200.00 plus HST was paid at the time the application was submitted.

Strategic Implications:

None.

Attachments:

[Attachment #1](#)

Sent: May 29, 2025 12:18 PM

To: Tara Mieske

Subject: Re: T2/567/24 - Pisani Willis, Concession Road Allowance between Concession 6 & 7, Lot 38 - Resolution of Council

Good morning Tara,

Thank you for offering me the opportunity to provide further comments on the Concession Road Closing application, specifically, the new information provided to me on May 1st, 2025. As you requested, I provide you with the following comments prior to Sunday June 1st, 2025.

To start, I would like to re-state my formal objection to the proposed Concession Road Closing application (Pisani Willis), which I provided to the Township my formal response on November 25, 2024.

The new information submitted by the applicant and the Township's response below fails to address my concerns and the reasons for my objection. However, the new information provides clarity on the applicant's reasoning for their application which they state is to prevent "any attempt to build an access road" using this Concession Road Allowance - Refer Page 55 of 97 of Regular Council Agenda - Friday April 25, 2025.

The applicant's amended request to purchase and close 10 feet of the Concession Road Allowance is a clear and documented attempt to prevent the Concession Road Allowance from being used as intended. It is my knowledge that the Township requires a 66 foot surveyed right-of-way in order to construct a legal roadway required for any land severances and development proposals. By closing 10 feet of the available 66 feet of this Concession Road Allowance would result in the 66 foot right-of-way requirement not being achieved and prevent future land severance and development opportunities.

I have explored the other two Concession Road Allowances and neither provide a suitable option for roadway construction due to multiple factors including but not limited to wetlands, water bodies, and topography. The Concession Road Allowance between Concession 6 & 7 in Lot 38 is the only option to construct a permanent legal road right-of-way to access our properties.

As you are aware, I have submitted to the Township my application for a Licence Agreement to use this Concession Road Allowance (between Concessions 6 & 7, Lot 38) and construct a permanent and legal road right-of-way to access Concession 7, Lot 36 PT Lot 37, and Concession 6, Lot 36 with the intention of future severance and development opportunities for these parcels.

I have shared this file with our Lawyer for their review and awareness on this matter.

I trust that the Township of North Frontenac will deny this Concession Road Closing application.

Regards,
Chad Manion

Sent: Thursday, May 1, 2025 12:02 PM

To: Chad Manion; Glen Manion

Subject: RE: T2/567/24 - Pisani Willis, Concession Road Allowance between Concession 6 & 7, Lot 38 - Resolution of Council

Good afternoon,

You are receiving this email as you provided comments regarding the above noted Concession Road Closing application. Please be advised North Frontenac Council received additional information and passed the following resolution at the meeting on April 25, 2025:

Resolution #143-25 Moved by Councillor Regent Seconded by Councillor Good

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Request for Reconsideration of Closure of Concession Road Allowance between Lot 38, Concession 6 and 7 – Pisani/Willis";

And That Council receives the additional information from the applicants;

And That Council is willing to negotiate the sale of 3 metres adjacent to the property;

And That Council instructs the Clerk to advise the property owner and neighbours of Council's decision; and report back to Council.

Carried

Further information can be found in the [Administrative Report](#) provided to Council on April 25, 2025. Please provide any comments to Tara Mieske, Clerk/Planning Manager, at clerkplanning@northfrontenac.ca on or before June 1, 2025.

Best regards,

Brooke Drechsler, Dipl.M.A.
Deputy Clerk/Assistant to the Planning Manager

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: 10 Jul 2025
Re: Licence Agreement Application for Use of Concession Road Allowance - 2649991 Ontario Incorporated (Manion)

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Licence Agreement Application for Use of Concession Road Allowance - 2649991 Ontario Incorporated (Manion)";

And That Council instructs the Clerk to advise the Applicant, Council approves in principle of their request to open a laneway along the westerly limit on the 66' foot Concession Road Allowance between Concessions 6 and 7, Lots 36, 37 and 38, geographic Township of Clarendon, provided they survey the Road Allowance; obtain any permits if required from Mississippi Valley Conservation; apply for an entrance permit and civic address; and provide a Certificate of Insurance;

And That once this information is provided to the Clerk, Council authorizes the Mayor and Clerk to sign the Licence Agreement, including the terms and conditions listed in the sample Agreement provided with this Report;

And That the Applicant shall work with the Public Works Foreman on the standards for the construction of the road and the clearing width shall not exceed 9 metres (30 feet) and the driving surface width shall not exceed 6 metres (20 feet).

Background:

By-law #2025-22 To Establish a Policy for the Use of Township Property Schedule 'A' requires property owners wishing to use Township owned property to submit an Application for a Licence Agreement. 2649991 Ontario Incorporated submitted a [Licence Agreement application](#) on May 28, 2025 for use of the Concession Road located between Concession 6 and Concession 7, Geographic Township of Clarendon. The applicant advised the purpose for the request is to provide access to parcels described as Lot 36, Concession 6; and Lot 36 and Part Lot 37, Concession 7. The applicant provided a description of the works to be completed on the Concession Road Allowance.

Researched By:

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

Comments:

The Municipal Inspector conducted a site visit in 2024 to review a proposed closure and sale of a portion of the Concession Road Allowance and provided a report advising the following:

- The Concession Road does not lead to water;
- The Concession Road is in a natural state;
- Access to neighbouring properties may have been impacted by the closure and sale.

In discussions with the Municipal Inspector he noted another site inspection was not required and advised if the Licence Agreement is approved by Council the driving surface should be located along the westerly limit of the road allowance.

The Public Works Foreman also inspected the road allowance and did not have concerns with the use of the Concession Road Allowance but also suggested the driving surface be located along the westerly limit of the road allowance.

As per the Use of Township Property Policy, conditions may be included in the Licence Agreement including, but not limited to:

- Construction Standards
- Limitations of Use
- Survey of proposed area of Concession Road
- Obtaining an Entrance Permit and Civic Address
- Annually provide a Certificate of Insurance for no less than \$2,000,000

If Council agrees to enter into a Licence Agreement with the Applicant for use of the Road Allowance, Township Staff will ensure the Applicant is aware that Township Road Allowances are public lands and can be used by anyone regardless of the work being done by the Applicant. The Licence Agreement does not provide a legal deeded Right-of-Way which is created through an application for consent and registered on title. A Licence Agreement allows a property owner to use Township property, but is not registered on title.

The Road Allowance requested to be used is approximately 400 metres in length (to the closest property) through an undeveloped area. In order to ensure the work is completed on Township property the Road Allowance should be surveyed by the Applicant.

Also, it is recommended the Applicants be advised if the work is within any wetland areas or waterbodies the Applicant must consult with Mississippi Valley Conservation Authority and obtain any required permits.

It is a condition of the Licence Agreement the Applicant provides insurance for construction and maintenance of the Road Allowances annually.

Financial Impact:

As per Fees and Charges By-law #2025-24, the Administrative Fee for a Licence Agreement Application of \$300 was collected from the Applicant at the time of submission.

If the Licence Agreement is approved by Council, an annual administration fee of \$150 will be required while the Licence Agreement is in effect in accordance with the Fees and Charges By-law #2025-24.

Strategic Implications:

None.

Attachments:

[Licence Agreement Blank - Road Allowance](#)

THIS LICENCE AGREEMENT made this ____ day of _____, 20__

B E T W E E N:

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

OF THE FIRST PART

-and-

(the "Licencee")

OF THE SECOND PART

WHEREAS the Licencee is the owner of certain lands abutting unopened road Allowance within the Township of North Frontenac on which there is constructed or it is proposed to construct a lane;

AND WHEREAS the Licencee wishes to use the unopened road Allowance as a means of vehicular access to the Licencee's property;

AND WHEREAS the Licencee has requested and the Municipality has agreed to grant a non-exclusive licence to use portions of the unopened road Allowance in accordance with the terms of this Agreement.

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree with each other as follows:

1. In this Agreement,
 - a. "Licencee's Property" means those lands owned by the Licencee described in Schedule "A" to this Agreement;
 - b. "Road Allowance" means that portion of the unopened road Allowance described in Schedule "B" to this Agreement;
 - c. "Works" means those improvements to the Road Allowance as described in Schedule "C" to this Agreement necessary to provide a safe means of vehicle access to the Licencee's Property.
2. The Municipality grants to the Licencee a non-exclusive licence to use the Road Allowance for the purpose of vehicular access to and from the Licencee's Property.
3. The term of this Licence shall be from the date of this Agreement to December 31 of the year first noted above, and thereafter from year to year.
4. Prior to using the Road Allowance for vehicle access to the Licencee's Property, the Licencee shall construct the Works to the satisfaction of the Municipality.
5. Upon entering this Agreement, the Licencee shall pay the Municipality the sum of \$150.00 and, prior to January 31 of each year thereafter, the further sum of \$150.00 during the term of this Licence.
6. The Licencee acknowledges that the Licencee has no rights, title or interest in the Road Allowance other than as provided in this Agreement.
7. The Municipality may at any time terminate this licence by giving the Licencee a minimum of 60 days' written notice of termination, and the annual payment for the Licence fee shall be apportioned as of the date of termination.
8. The Municipality may at any time terminate this licence by giving the above-noted minimum notice if discrepancies arise between the Licencee and an abutting property owner which cannot be resolved between themselves.
9. The Licencee covenants with the Municipality:

- a. To accept the Road Allowance in an "as is" condition and not to require the Municipality to pay for or do any work or supply any equipment or services in connection with the Licencee's use of the Road Allowance;
- b. To pay the Licence fee;
- c. To obtain all necessary permits and approvals required by law;
- d. Not to remove any trees or commence any work, or make any changes in surfacing, grade or landscaping on the Road Allowance except in accordance with plans and specifications submitted to and approved by the Municipality;
- e. To keep the Road Allowance in a clean and well ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate thereon;
- f. To use the Road Allowance only for the purpose of access to and from the Licencee's Property and not to interfere, obstruct or impede in any way the use of the Road Allowance by the Municipality or any other member of the public;
- g. Not to assign or otherwise transfer this Licence without the prior written consent of the Municipality, which consent may be arbitrarily withheld;
- h. To erect and maintain a sign at the point of intersection of the Road Allowance and the travelled road that states: "Road Not Assumed by Municipality", but otherwise not to erect any signs, fences, buildings, structures or fixtures on the Road Allowance without the prior written consent of the Municipality;
- i. To ensure that nothing is done or kept at or on the Road Allowance which is or may be a nuisance, or carry on any activity or do anything else, which causes disturbance to or interferes with the users or occupants of any neighbouring property, or which in the opinion of the Municipality may cause damage to the Road Allowance or any neighbouring property;
- j. To take, at the Licencee's own expense, all measures necessary to ensure to the Municipality's satisfaction that any municipal services or utilities now or in the future on, under or adjacent to the Road Allowance are or will be adequately protected against damage, impairment, destruction or loss;
- k. To ensure that no inflammable or explosive substances, contaminants, pollutants, or hazardous or environmentally sensitive materials are brought on to the Road Allowance, other than motor vehicle fuel while contained in normal fuel tanks;
- l. Upon termination of this Licence to remove from the Road Allowance all fixtures and chattels belonging to the Licencee, with all damage if any, caused by such removal made good by the Licencee;
- m. Upon failure by the Licencee to comply with any covenants or obligations imposed under this Agreement within 14 days written notice requiring such compliance from the Municipality, the Municipality may enter the Road Allowance and fulfill such covenant at the sole expense of the Licencee, who shall forthwith upon being invoiced therefore, reimburse the Municipality for all of its costs;
- n. That the Municipality has no obligation during or upon expiration of the term of this Licence to compensate or reimburse the Licencee for any other costs or expenses incurred by the Licencee to improve or maintain the Road Allowance, all of which will be done for the benefit of the Licencee and not the Municipality;
- o. Not to register this Agreement or a notice of this Agreement or any other notice of the Licencee's interest in the Road Allowance against title to the Road Allowance;
- p. To indemnify and save harmless the Municipality from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Municipality in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Licencee's occupation or use of the Road Allowance;

- q. To further indemnify and save harmless the Municipality from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Lien Act in connection with any work done for the Licencee at or on the Road Allowance, and to promptly attend at the Licencee's expense to the removal of every claim for lien or certificate of action having to do with such work within 14 days of being notified in writing by the Municipality to do so, failing which the Municipality may attend to such removal and recover the expense and all attendant costs from the Licencee;
- r. To maintain in force at all times during the term of this Licence and any renewal thereof, at the Licencee's expense, a liability insurance policy covering public liability and property damage for no less than \$2,000,000 two million dollars to the satisfaction of the Township, and shall furnish the Township with a "Certificate of Insurance" or a letter from the Licensee's insurance provider annually. The policy must contain:
 - a. a "Cross Liability" clause or endorsement;
 - b. an endorsement certifying that The Corporation of the Township of North Frontenac is included as an additional named insured; and
 - c. an endorsement to the effect that the policy will not be altered cancelled or allowed to lapse without thirty (30) days prior written notice to the Township.

10. This Agreement shall be binding upon, and ensure to the benefit of, the parties and their respective successors and assigns.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

THE CORPORATION OF THE
TOWNSHIP OF NORTH FRONTENAC

Mayor

Clerk

Witness Signature

Witness Signature

SCHEDULE "A"

LICENCEE'S PROPERTY

Licencee's Property Description

SCHEDULE "B"

UNOPENED ROAD ALLOWANCE

Road Allowance Legal Description

SCHEDULE "C"

DESCRIPTION OF WORKS

Description of works as determined by the Public Works Department.

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 10 Jul 2025
Re: Draft Procedural Policy

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Draft Procedural Policy";

And That Council instructs the Clerk to make the following amendments to the draft Procedural Policy: _____

And That the amended Policy be provided to Council at an upcoming meeting for Council's consideration.

Background:

On March 14, 2025, Council passed the following Resolution:

86-25 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 "Proposed Update to Procedural Policy for Members of Council, Committees and Task Forces";

And That Council instructs the Clerk to prepare a draft Procedural Policy for Council's review at a future Council Meeting.

Carried

On May 1, 2025, Strong Mayor Powers came into effect, requiring updates to the Procedural Policy to incorporate these legislative changes.

Researched By:

Tara Mieske, Clerk/Planning Manager
Brooke Drechsler, Deputy

Comments:

Key changes were made to the following sections for Council's discussion and direction:

- Meeting Section - reorganized and clarified for each type of meeting: notice requirements, scheduling/calling a meeting, etc. Council Meeting recordings were to be posted for one year this was amended to remove the one year time limit.
- Inaugural Meeting Section - updated the appointments required to include the Police Services Board and the Municipal Services Corporation Board
- Closed Session Section - updated with respect to destruction and access to closed session materials due to the use of iCompass

- Responsibilities of Members and Conduct During Meetings Section - Inappropriate behaviour was changed to Rules of Conduct and separated for members and members of the public; role of the chair was amended; rules of debate were amended;
- Motions Section - several types of motions were added and clarified (question of privilege; request for information; call the question; etc.) and moved Voting; Point of Order; Suspending Rules of Procedure; and Reconsideration to this section
- Agenda Section (excluding Delegation section) - updated for organization and clarification and added Previous Public Meeting Matters section.
- Delegation Section - clarify topics which cannot be discussed, added wording around decorum, etc.
- Notice of Motion Section - added Matter Under Strong Mayor Powers
- By-laws Section - updated to add details on Strong Mayor Powers with respect to By-laws
- Appointments Section - added to include a procedure for appointment; add Police Services Board and Municipal Services Corporation positions; and add procedure for removal of a member
- Committee of Council Section - updated composition to two but not more than three Council Members and no public members permitted; added provisions for Strong Mayor Powers; and participation requirements
- Local Boards Section - added provisions for Strong Mayor Powers; clarification on how information is provided to Council
- Task Force Section - rewritten to include more procedural matter details; set out the responsibilities of the chair; add conduct provisions for voluntary sector members; update agenda preparation; update how recommendations are made to Council; details on notes of the meeting; updated how sub-committees are established and their reporting; resignation and removal of members clarified; and clarification on disbandment
- Council Vacancy Section - updated per the Municipal Act

No changes were made with respect to electronic meeting participation. Municipalities added provisions for electronic meetings during the pandemic to ensure municipal business could continue. Now that restrictions have been removed around public gatherings, many municipalities are revisiting these provisions and adding limitations around electronic participation. Options include not permitting Council Members to attend Council Meetings electronically, limiting the number of meetings that can be attended electronically, no restrictions, etc. It is recommended if Council chooses to limit Council Members attending electronically that provisions still be in place for delegates, presenters, and members of the public to attend electronically. This allows options for more public participation in meetings.

Many municipalities have made changes to electronic participation in closed sessions. There are concerns with the potential loss of confidentiality and integrity of closed meetings when held electronically. If Council considers limiting electronic participation in closed sessions, they may want to consider an exception for the solicitor or other professionals to attend electronically due to the travelling distance to the Township office. The discretion to determine when it would be appropriate for these people to attend electronically could be delegated to the CAO.

Council meetings are currently recorded and posted to the Township's YouTube channel within one business day of the meeting. There has been interest expressed to have Committee and Task Force meetings also recorded and published including the Personnel and Audit Committee; Economic Development Task Force; and Environmental Task Force. Please note the Committee of Adjustment/Planning Advisory Committee and Joint Fire Committee are governed by their own Procedural Policies.

The benefits of recording these meetings include:

- Accuracy and accountability - can maintain transparency and accountability with Council and the public.
- Convenience for absent members - Members who are unable to attend the meeting can view the recording at their convenience, ensuring they are informed about the proceedings and can participate more effectively in future discussions.
- Training and development - new members can view the recordings to understand the context of ongoing issues and the decision making process.

If Council considers having the meetings recorded, provisions will have to be included in the policy with the requirement for public notice to be provided at the beginning of each meeting.

Financial Impact:

None.

Strategic Implications:

None.

Attachments:

[Procedural Policy](#)

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1.0 Introduction

The procedures and rules included in this policy address both basic procedural items and other more complex questions and issues that might arise in Council or Committee Meetings. Well documented procedures and rules result in more productive Meetings and lessen the amount of extraneous debate on unrelated topics.

This Policy will provide the rules of conduct for Members of Council and Committees in order to govern the affairs of the Township of North Frontenac in an accountable and transparent manner, and sets the minimum standard for the behavior of Members in carrying out their functions. It has been developed to assist Members to:

- a) Understand the standards of conduct that are expected of them;
- b) Fulfill their duty to act honestly and exercise reasonable care and diligence; and
- c) Act in a way that enhances public confidence in local government.

In all matters and under all circumstances, the Members of Council/Committees shall be guided by and shall have regard to the Municipal Conflict of Interest Act, 1990 c.50, or its successor, and amendments thereto and the Code of Conduct for Members of Council.

2.0 Definitions

In this By-law:

Agenda means the Orders of the Day.

CAO means the Chief Administrative Officer of the Corporation of the Township of North Frontenac appointed by the Mayor or Council in accordance with Section 229 of the Municipal Act. The Manager appointed as the CAO Back-up shall fulfill the duties of the CAO in their absence.

Chair means the person chairing the meeting. For Council it is the Mayor and in their absence, the Deputy Mayor. For a Committee of Council, it is the person appointed as the Chair.

Clerk means the Clerk, Deputy Clerk or Acting Clerk appointed by Council or such person designated in writing by the Clerk in accordance with Section 228 of the Municipal Act.

Closed Session means a Meeting or a part of a Meeting, which is closed to the public when the subject matter being considered complies with Section 239 of the Municipal Act.

Committee of Council means an advisory Committee, appointed by the Mayor or Council of which all Members are also Members of Council who are appointed for a special purpose.

Committee – External shall be appointed by Council By-law in accordance with Legislation or an Agreement for a specific function and shall have its own Procedural Policy.

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

Council Chambers means the room in which the proceedings of Council takes place, excluding those areas where Members of the public and the media may listen to proceedings.

Defer means to delay or postpone to a future Meeting.

Deputy Mayor means a Member appointed at the Inaugural Meeting of Council to serve as the Deputy Mayor.

Ex-Officio shall refer to the Mayor who is permitted to act by virtue of office.

Holiday means a Holiday as set out in the Employment Standards Act, 2000, and/or the Township's Personnel and Employment Policies and Procedures Manual, as amended.

Manager as defined in the Personnel and Employment Policies and Procedure Manual.

Mayor is the Member of Council who is elected at large by general vote and shall perform the duties of Head of Council, as set out in the Municipal Act or any other Act, as amended.

Member means a Member of Council duly elected or appointed to serve on the Council or a Committee of Council.

Motion means a formal written proposal for action, drafted by staff or a Member, and presented for consideration, discussion and a vote by Council or a Committee of Council.

Municipal Act means the Municipal Act S.O. 2001, c.25, as amended.

Point of Order means a matter that a Member, the CAO or the Clerk considers to be a departure from or contravention of the rules, procedures or generally accepted practices of Council.

Question of Privilege means a matter that a Member considers to question their integrity or the integrity of Council, which relates to the rights and privileges of the assembly or any of its Members to be brought up for possible immediate consideration because of its urgency.

Refer means to direct a matter under discussion back to staff, a Committee, agent or organization for further consideration or to obtain additional information.

Resolution a written Motion adopted or defeated by a majority of Council and shall include the original Motion or an amendment to the original Motion.

Rules of Order means the rules of procedure and order established by this By-law to regulate conduct during a Meeting of Council/Committees. In the event of a question of procedure arising from this By-law, Robert's Rules of Order 12th Edition shall be referenced for clarification.

Task Force means an advisory Committee made of Council Members, voluntary sector members and staff who are appointed by Council for a special purpose or to address a specific task.

Time Sensitive means a situation in which the timing to initiate and/or complete a matter is paramount, but the time available to follow normal procedures or processes is insufficient.

Town Hall Information Session means Information Sessions that are designed to allow the Township to communicate its activities to the ratepayers and to allow the ratepayers the opportunity to provide input for items on the Mayor's Agenda.

Township means the Corporation of The Township of North Frontenac.

Website means the official Website of the Corporation of the Township of North Frontenac – www.northfrontenac.com or the Township's Civic Web portal - <https://northfrontenac.civicweb.net/>.

3.0 Meetings

3.1 Meeting Location

All Meetings shall be held in the Council Chambers at the Municipal Office, 6648 Road 506, Plevna Ontario unless otherwise stipulated in the public notice provided.

3.2 Open to the Public

All Council and Committee Meetings shall be open to the public, unless authorized to be a Closed Session for reasons allowed under the Municipal Act. Members of the public will be permitted to attend open Meetings electronically, provided the venue where the Meeting is held is able to accommodate an electronic meeting.

When electronic participation is permitted, the Clerk will include the registration details in the Agenda package.

3.3 Notice

The Clerk shall provide notice of Council and Committee Meetings by means of an electronic Agenda. Supporting documentation regarding matters to be addressed at the Meeting will be included in the Agenda.

Failure to receive the notice will not affect the Meeting itself, including the timing of or any actions taken thereat.

The Clerk shall give notice of any changes to Council and Committee Meeting dates by posting notice of the change on the Website.

3.4 Regular Meetings

Notice

The Clerk shall give annual Notice to the public of all Regular Meetings of Council by posting a schedule of Meeting dates at the Community Halls and Municipal Office and adding the dates to the Website calendar at the beginning of each calendar year and displaying the meeting date on the Municipal Office's Electronic Sign at least 48 hours in advance of the Meeting.

Members of Council shall generally receive notice at least five calendar days before the day of the Regular Meeting. Agendas shall be posted on the Website not later than 48 hours preceding the date of the Meetings.

Meeting Dates

At the beginning of the term at the first Regular Meeting of Council and in subsequent years at a regularly scheduled meeting in September or October, Council shall determine the Regular Meeting schedule for the upcoming year including the frequency of meetings, day of the week and time of commencement.

Upon receipt of a petition of the majority of the Members of Council or a Resolution of Council, the Clerk shall alter the date, time and/or place or dispense with a Meeting of Council, provided that 48 hours' notice of the new meeting date is posted by the Clerk on the Website and social media sites.

3.5 Special Meetings

Notice

The date and time of the Meetings will be added to the Website calendar, added to social media, and displayed on the Municipal Office's Electronic Sign, if time permits 24 hours preceding the meeting.

Members of Council shall generally receive notice 24 hours before the day of the Special Meeting. Agendas shall be posted on the Website, if time permits 24 hours preceding the meeting. The Clerk will attempt to provide more notice.

Calling of Meetings

A Special Meeting may be called under the following circumstances to address a specific topic(s):

- a) The Chair may, at any time, summon a Special Meeting including the purpose, time and date;
- b) Upon receipt of a petition of the majority of the Members, the Clerk shall call a Special Meeting for the purpose, date and time mentioned in the petition; or
- c) By Resolution of Council, including the purpose, date and time.

Upon receipt of the summons or petition the Clerk shall contact Members to ensure a quorum can be established for the Special Meeting. Members shall be notified at least 24 hours before the time appointed for such meeting by email, telephone or in-person as determined by the Clerk.

3.6 Public Meetings

Notice

The Clerk shall provide notice in accordance with the Township's Notice Requirement Policy and/or applicable legislation.

Calling of Meetings

A Public Meeting shall be held to seek public consultation/input from the public where required by legislation or policy. Council may pass a Resolution to hold a Public Meeting on a specific matter and shall include the date and time. Council shall determine if Members of Council, staff or the public will be permitted to attend the Public Meeting electronically.

3.7 Emergency Meetings

The Clerk shall provide notice as soon as possible prior to the meeting. However; the Meeting may be held without notice, provided an attempt has been made by the Clerk to notify the Members about the Meeting in the most expedient manner.

3.8 Inaugural Meeting of Council

The Inaugural Meeting of Council shall be held November 15th at 1:00 p.m. in the year of the Municipal Election in the Council Chambers. If November 15th is a Saturday, Sunday or Holiday, Council shall meet on the following Monday.

The Clerk shall act as the Chair until the Mayor has taken the Oath of Office.

Members shall take the Oath of Office in the form prescribed by the Minister of Municipal Affairs and administered by the Clerk.

The Clerk shall determine the items to be included in the Inaugural Agenda, such as the playing of the National Anthem, greetings from Dignitaries, Dressing of Chain of Office, and the Mayor's Address.

Council shall set the date for the next Regular Meeting of Council at the Inaugural Meeting.

The following shall be appointed by Resolution at the Inaugural Meeting of Council:

- a) Deputy Mayor (Followed by an Appointing By-law);
- b) Appointments under Section 9 excluding Council Portfolios; and
- c) External Committee (i.e. Committee of Adjustment/Planning Advisory Committee and Joint Fire Committee for the Kaladar/Barrie Fire Department).

The Clerk shall arrange for a small reception to follow the Inaugural Meeting.

Members are not permitted to participate electronically in the Inaugural Meeting, unless there is a Declared Emergency. Members of the public may attend the Inaugural Meeting electronically.

3.9 Public Meetings Related to Planning Matters

The date and time of Public Meetings under the Planning Act will be determined by the Clerk and in accordance with the Notice requirements as set out in the Planning Act.

During a statutory Public Meeting under the Planning Act, Members of the public wishing to speak to the matter will be limited to 10 minutes. They will be encouraged to provide their comments in writing to be put on record and limit their presentation to information that has not already been provided or addressed by another individual.

Council will be given sufficient time to consider public input prior to making a decision on the matter.

3.10 Joint Councils Meeting

A Joint Councils Meeting may be called at the request of Council or another municipality's Council. The Mayor will work with the Head of Council of the other municipality to determine a date, time and place suitable for the Joint Councils Meeting. Joint Councils Meetings may be permitted to be held electronically.

The Clerk will work with the Clerk of the other municipality to prepare and circulate an Agenda for the Meeting.

Each Council shall consider an independent Motion at or following the Joint Meeting regarding any recommendation made during the Joint Councils Meeting which may be adopted by a majority of Council.

3.11 Closed Session

Per Section 239 of the Municipal Act, a Meeting or part of a Meeting of Council or a Committee of Council may be closed to the public if the subject matter being considered is:

- a) The security of the property of the Municipality or local board;
- b) Personal matters about an identifiable individual, including Municipal or local board employees;
- c) A proposed or pending acquisition or disposition of land by the Municipality or local board;
- d) Labour relations or employee negotiations;
- e) Litigation or potential litigation, including matters before administrative tribunals, affecting the Municipality or local board;
- f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) A matter in respect of which a Council, board or Committee of Council has authorized a Meeting to be closed under an *Act* of Legislature or an *Act* of Parliament;
- h) Information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- i) A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- j) A trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value;
- k) A position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board; or
- l) The meeting is held for the purpose of educating or training the Members and at the meeting, no Member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of council or local board.

A Meeting shall be closed to the public if the subject matter being considered is:

- a) A request under the Municipal Freedom of Information and Protection of Privacy Act, if the Council is the head of an institution for the purposes of the Act; and
- b) An ongoing investigation respecting the Municipality by the Ombudsman appointed under the Ombudsman Act.

All Closed Agenda packages shall be provided electronically by the Clerk to Members and the CAO prior to the Meeting. At the CAO's discretion, confidential information may be provided to Managers or the Township's Solicitor.

All information, including but not limited to Agendas, Reports, Minutes, notes received, reviewed or taken in a Closed Session are confidential. The Clerk will ensure electronic

access to Closed Meeting Agendas and Minutes are removed each term of Council. The obligation to keep information confidential applies even if the Member ceases to be a Member of Council/Committee.

Prior to holding a Meeting or part of a Meeting that is to be closed to the public, Council or a Committee of Council shall pass a Resolution stating the purpose for holding the Closed Session and the general nature of the matter to be considered, providing as much information as possible, without compromising the confidentiality of the matter.

If there are Members participating electronically in the meeting, those Members in the Chambers will use the microphones in Chambers to ensure all Members will hear the meeting audio over the speakers in Chambers.

A vote may be taken in a Closed Session only if it pertains to a procedural matter or for giving directions or instructions, by Resolution, to the CAO or a Manager. The CAO and Clerk may take confidential notes during the Closed Session.

On return to Open Session under the “Rise and Report” Section on the Agenda, the Chair shall provide an overview of the general nature of the Closed Session, with as much information as possible, without compromising the confidentiality of the matter. A Motion may be considered under the “Rise and Report” Section on the Agenda where Council’s decision is to be made public.

The response of Members to inquiries about any matter dealt with at a Closed Session, prior to it being reported publicly, shall be “*no comment*”, or words to that effect. No Member shall release or make public any information provided for or considered at a Closed Session or discuss the content of such a Meeting with any other person excluding the CAO. Once the Chair has reported on the general nature of the Closed Session Agenda, this information only shall be considered public information and a Member may discuss only this information without being considered to be in violation of this Policy.

Approval of the Closed Session Minutes shall be considered by Council or the Committee of Council at the next Closed Session by Closed Resolution or Motion of a Committee.

3.12 Curfew

Regular Council and Committee Meetings shall stand adjourned after five consecutive hours, but business may be continued only upon a Council Resolution or Committee Motion passed by a majority vote. Curfew is not applicable to Special or Public Meetings.

3.13 Recording of Meetings

All Meetings of Council, with the exception of Closed Sessions, will be recorded, and published to a Township social media platform within one business day of the meeting as a service to the public. The Township shall not be responsible should technical

difficulties prevent the recording of any meeting, or a portion thereof or delay the publishing of the Meeting.

Recordings published to any social media platform are part of the public realm and as such are subject to alteration by individuals that access such recordings with no municipal control over such alterations. The Township assumes no liability associated with any alterations that are made to published recordings.

4.0 Responsibilities of Members and Conduct During Meetings

4.1 Rules of Conduct for Members

Members of Council/Committee, shall not:

- a) Speak disrespectfully of the Reigning Sovereign, any Member of the Royal Family, the Governor-General or a Lieutenant-Governor;
- b) Use offensive words or unparliamentarily language in or against the Council/Committee or against any Member, staff or member of the public;
- c) Speak in a manner that is discriminatory in nature on the basis of the individual's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability;
- d) Engage in private conversations and use communication devices (including cellular phones) in a disruptive manner; or
- e) Disobey the rules of the Council/Committee or decision of the Chair or of Council/Committee on questions of order or practice or upon the interpretation of the Rules of Order. In the case where a Member persists in any such disobedience, after having been called to order by the Chair, the Chair shall not recognize that Member, except for the purpose of receiving an apology from the Member tendered at the Meeting or subsequent Meeting.

4.2 Rules of Conduct for Members of the Public

The following rules of conduct shall apply to Members of the public, including, without limitation, Delegates/Presenters, during a Meeting:

- a) Members of the public shall maintain order and quiet and shall not address Council except with the permission of Council and shall not speak until being recognized by the Chair;
- b) No person shall display signs, banners, emblems, flags, placards or similar material, applaud participants in debate or engage in conversation or other behaviour which may disrupt the proceedings of Council;
- c) When invited to address Council, no person shall use indecent, offensive or insulting language, or speak disrespectfully of the Royal Family, the Governor General, the Lieutenant Governor of any Province, any Member of the federal or provincial governments, any Member of Council or a committee, any Member of staff, or of any individual; or
- d) No person, with the exception of Members and staff, shall be allowed on the meeting floor during a meeting without the permission of the Chair.

Any Member of the public that breaches a rule of conduct set out above, or that otherwise disrupts a meeting, will receive a warning from the Chair. If the conduct persists, the Chair may ask the Member of the public to leave the meeting. If the person does not leave the meeting when requested by the Chair, the Member of the public may be expelled or excluded from the meeting.

4.3 Declarations of Pecuniary Interests

Members of Council and/or Committees shall at all times conduct themselves in accordance with the requirements of the *Municipal Conflict of Interest Act*, including any

subsequent amendments, revisions and regulations thereto and the Council/Committee Code of Conduct.

At a meeting at which a Member discloses a pecuniary interest, the Member must file a written statement on the form provided by the Clerk of the Member's interest at the meeting, or as soon as possible afterwards.

The Clerk shall establish and maintain a registry in which the following shall be kept:

- a) A copy of each statement filed; and
- b) A copy of each declaration recorded.

The registry shall be available for public inspection on the Website.

4.4 Role of the Chair

The Chair is responsible for:

- a) The preservation of good order and decorum throughout Council/Committee meetings so that business can be carried out efficiently and effectively.
- b) Providing leadership;
- c) Ruling on Points of Order;
- d) Deciding all questions relating to the orderly procedure of the Meeting (subject to an appeal by any Member of Council/Committee from any ruling of the Chair).
- e) Opening the Meeting by taking the Chair and calling the Members to order;
- f) Ensuring all Motions presented by the Members shall be received and submitted in the proper manner and acted upon in the order set out in the Meeting Agenda;
- g) Putting to a vote all Motions which are Moved and Seconded, or necessarily arise in the course of the proceedings, and to announce the result;
- h) Declining to put to a vote Motions which infringe upon the Rules of Procedure;
- i) In the case of Council, authenticating by signature all By-laws, Resolutions and Minutes of Council/ Committee. In the case of a Committee, authenticating by signature all Motions;
- j) Representing and supporting Council/Committee, declaring their will and implicitly obeying its decisions in all things;
- k) Ensuring the decisions of Council/Committee are in conformity with the laws and By-laws governing the activities of the Township;
- l) Adjourning the Meeting without question in the case of grave disorder arising in the Council Chamber/Meeting Room;
- m) Ordering any person or Member in attendance at the Meeting to cease and desist any behaviour which disrupts the order and decorum of the Meeting and to order the person or Member to vacate the Council Chamber/Meeting Room where such behaviour persists; and
- n) Never allowing anyone to publicly criticize identifiable individuals. It is the responsibility of the Chair to ensure that both parliamentary procedure and rules of etiquette are observed by those in attendance.

4.5 Absence of the Chair

Council Meetings

In the absence of the Mayor or if they relinquish the chair for any reason, the Deputy Mayor shall be the Chair and while doing so shall have all the rights, authorities and powers of the Mayor, excluding Strong Mayor Powers. If both the Mayor and Deputy Mayor are absent, the Clerk shall call the Meeting to order. The Chair shall be chosen from the Members present who shall preside over the meeting. That Member of Council will discharge the duties of the Chair for that Meeting, or until the arrival of the Mayor or Deputy Mayor.

Committee Meetings

In the absence of the Chair, the Secretary shall call the Meeting to order. The Chair shall be chosen from the Members present and they shall preside over the meeting.

4.6 Rules of Debate

The following rules of debate shall apply:

- a) All Motions shall be in writing and signed by the Mover and Seconder, if the Member is present at the meeting. If the Member is participating electronically, their name shall be written in by the Clerk;
- b) All Motions shall be moved and seconded and read before they are debated and voted on;
- c) Each Member of Council/Committee or a staff Member shall indicate their desire to speak by raising their hand and shall not speak until recognized by the Chair;
- d) No Member of Council shall speak more than a total of five minutes on any question, except in explanation of a material part of her/his debate, which may have been misunderstood, but they may not introduce a new matter. A right of reply may be allowed to a Member who has made a substantive Motion to Council, and no Member shall speak to the same question or in reply, without permission of the Chair;
- e) When a Member makes a Motion that the vote now be taken, it shall be put to a vote without debate. If a majority of the Members agree to put a Motion to a vote, the Motion and any amendments thereto will be submitted to a vote immediately without further notice;
- f) No Member shall speak on any subject other than the subject that is currently being debated;
- g) Through the Chair, a Member may ask for an explanation of any part of the previous speaker's remarks;
- h) Any Member may require a Motion under discussion to be read at any time during the debate but not so as to interrupt a Member while speaking;
- i) When a written Motion is read, it shall not be withdrawn without the consent of the majority of the Members;
- j) When a Member is speaking, no Member shall pass between the speaker and the Chair or interrupt the speaker except to raise a Question of Privilege, appeal from the decision of the Chair or raise a Point of Order;
- k) When a matter is under debate, no Motion shall be in order other than: to Refer/Defer; to vote on the matter or to amend;
- l) The Chair is permitted to debate;
- m) Debate shall be courteous and respectful;

- n) Members having conflicts of interest shall not debate the subject; and
- o) Members shall not debate issues with the public, and/or ask questions of the public during a meeting unless leave to speak has been given by the Chair

5.0 Motions

5.1 Point of Order

A Member, the CAO or the Clerk may call a Point of Order for the following reasons:

- a) Rules of Procedure are breached;
- b) Use of improper, abusive or offensive language or comments toward any Member, staff or the public;
- c) Discussion outside the proposed Motion; or
- d) Informal or irregular proceedings.

When a member rises on a Point of Order, the Chair shall recognize the Member and request that the Point of Order be stated. No further business shall be conducted until the Chair has decided. The Chair shall rule on the Point of Order. If no Member appeals, the decision of the Chair is final. If a Member appeals to the Council, the Member shall have the right to state a case. A seconder is requested, the Chair shall have the right to reply and place the question before the Council who shall decide the question without debate, and its decision shall be final. In an appeal from the decision of the Chair, a tie vote sustains the Chair's decision.

5.2 Question of Privilege

Where a Member considers that the integrity of Members of Council as a whole has been called into question, the Member may, as a matter of privilege, rise at any time, no debate being allowed, for the purpose of drawing the attention of the Council to the question. Once moved and seconded, the Motion related to the Question of Privilege shall be disposed of by the Council, and following such disposition, the Motion so interrupted shall be immediately considered at the point where it was suspended.

5.3 Request for Information

Where a Member is uncertain of a particular issue being discussed, the Member may ask the Chair to clarify or if the Chair is unsure of the answer, may direct their question to another Member or staff. All requests for information shall be on the business pending or on a procedural question.

5.4 Call the Question

A Motion to close debate or put the question shall not be debatable or amendable and shall require a two-third vote. In the case of a seven Member Council this would be five Members. When a Motion to close debate or put the question is in the affirmative, the original Motion shall be put forward for a vote without debate or amendment.

5.5 Motion to Amend

A Motion to amend shall:

- a) be germane to the main Motion, meaning closely related to or having bearing on the subject of the Motion to be amended;
- b) have a Mover and a Secunder;
- c) be presented in writing when requested by the Chair;
- d) not be in order if it is contrary to the main Motion;

- e) only have one secondary amendment (better known as an amendment to an amendment);
- f) The Motion to amend (secondary amendment) shall receive disposition of the Council before a previous amendment is voted on – identified as the primary amendment to a main Motion; and
- g) be debatable, unless the Motion to which it adheres to, be un-debatable.

5.6 Motion to Defer

A Motion to Defer a matter shall be in order at anytime. It shall contain the reason why and a proposed date of return.

5.7 Motion to Adjourn

A Motion to adjourn is in order except when a matter is being debated; when a Member is speaker or a vote is being taken.

5.8 Suspend Rules of Procedure

Council may decide by Resolution to suspend the operation of all or part of the rules of procedure, provided the suspension does not produce a result inconsistent with the requirements of statute or purport to suspend any statutory requirement. In the event of a conflict, statutory requirements always prevail over a By-law unless a statute provides otherwise.

Council may, by Resolution, “waive” or suspend a rule of procedure with a majority vote of the Members present.

5.9 Reconsideration

A Motion for Reconsideration on a Matter:

- a) Shall only be introduced by a Member serving a Notice of Motion. The Mover of the Motion to reconsider may provide a concise statement outlining the reasons for proposing the amendment. However no debate on the matter to be reconsidered shall occur. The Notice of Motion rules shall apply and if the Notice of Motion is passed, the matter being reconsidered shall be at a subsequent Meeting;
- b) Is not in order when the Resolution has been implemented, resulting in legally binding commitments that are in place on the date on which the Motion to reconsider is to be debated;
- c) Shall include new information introduced and allow for fresh debate of a Resolution previously adopted by Council as if the original debate had not occurred;
- d) Applies only to a matter previously decided by the current Council. A new Council may review any matter decided by a previous Council, provided the contractual agreements or obligations have not been completed; and
- e) Shall be brought forward only once in a 12 month period from the date the matter was first decided, unless new information is brought forward that might have reasonably affected the debate or the decision.

5.10 Voting

The following rules on Voting apply:

- a) When the Chair calls for the vote on a Motion, each Member shall occupy their seat and shall remain there until the Chair has declared the result of the vote, and during such time, no Members shall walk across the room to speak to any other Members or make any noise or disturbance;
- b) Every Member present at a meeting, when a question is put, shall vote unless disqualified to vote on the question;
- c) The manner for voting on a Motion shall be at the discretion of the Chair and may be by voice, show of hands, standing, or otherwise as clearly identified by the Chair;
- d) The Chair shall announce the result of every vote;
- e) At the request of a Member of Council, a Motion containing distinct proposals that can be acted upon individually may be divided, and a separate vote shall be taken upon each individual proposal. When a request is made to vote on a Motion containing several parts, where the parts are not able to stand alone if voted on, the Motion shall not be separated without a Motion, to separate approved by a majority of the Members present and voting;
- f) Failure to vote by a Member present at the meeting at the time of the vote and who is not disqualified to vote shall be deemed to be a negative vote;
- g) A Member not in their seat when the question is called by the Chair is not entitled to vote on that question and in the case of a recorded vote, shall be recorded as absent;
- h) In the case of an equal division of votes on a Motion, the Motion shall be deemed to have been decided in the negative and defeated for want of a majority; and
- i) No vote shall be taken by ballot or any other method of secret voting and each vote so taken is of no effect.

5.11 Recorded Vote

If a Member present at a Meeting at the time of a vote requests immediately before or after the taking of the vote that the vote be recorded, each Member present, except a Member who is disqualified from voting by any Act, shall vote in the following order when polled by the Clerk: Members in alphabetical order of surname followed by the Chair. The Clerk will note the names of those who voted for and against and will announce the results. The results will be included in the Minutes.

6.0 Attendance and Quorum

6.1 Quorum

Greater than 50% of the Members of Council or a Committee of Council is required to achieve Quorum at a Council or Committee Meeting.

6.2 No Quorum Present

If there should be no quorum present within fifteen (15) minutes after the time fixed for holding the meeting of the Council, the Mayor shall call the roll and the Clerk shall take down the names of the Members present. One of the following three Motions can be legally called:

a) Motion to Adjourn

By calling this Motion, all matters listed on the Agenda shall be brought forward at the next regularly scheduled meeting.

b) Motion to Recess

The Chair may call for a recess and request that the Members missing be called to inquire as to their attendance.

c) Motion to set the time to which to re-adjourn the meeting

The Chair may request to re-set the meeting to another date and time set before the next regular meeting to deal with matters listed on the Agenda.

6.3 Loss of Quorum During a Meeting

If a Quorum is lost during the Meeting then the Meeting shall stand adjourned and the only a Motion to Adjourn or Motion to set the time to re-adjourn shall be in order.

6.4 Conflict of Interest Act

Where the number of Members who, by reason of the provisions of the Municipal Conflict of Interest Act, are disabled from participating in a meeting is such that at that meeting the remaining Members are not of sufficient number to constitute a quorum, then despite any other general or Special Act, the remaining number of Members shall be deemed to constitute a quorum, provided that such a number is not less than two.

6.5 Leaving a Meeting

A Member who wishes to leave a Council or Committee Meeting prior to the adjournment shall advise the Chair. The Clerk shall note the Member's time of departure in the Minutes.

6.6 Electronic Participation

Members may participate in Meetings electronically and when doing so shall be counted towards quorum and may participate in both Open and Closed Sessions.

Electronic participation will not be allowed at the following meetings:

a) Inaugural Meeting of Council

b) where a vote of the majority of Council requires it

A Member must give to the CAO a notice of at least 48 hours of their intent to participate electronically in a meeting, unless extraordinary circumstances apply, to which a Member will advise the CAO as soon as possible.

6.7 Absence

Any Member who will be absent from a Council or Committee Meeting shall notify the CAO prior to the Meeting.

6.8 No Quorum Possible

Should it become known in advance of a Regular or Special Meeting that a Quorum of Members will not be present, or due to inclement weather, the Chair shall cancel the Meeting and all business will be carried forward to the next Meeting. The Clerk will provide Notice of cancellation of the Meeting to all Members, the CAO, and the press and post it on the Website.

7.0 Agendas

7.1 General

The Clerk will prepare an electronic Agenda.

With the exception of Section 7.6 (Delegations), additions to the Agenda by individuals or groups will not be accepted by the Clerk after 4:00 p.m. 10 calendar days preceding a Regular Meeting.

The business of each Meeting shall follow the order in which it stands on the Agenda unless Council/Committee decides otherwise through a Resolution/Motion to amend the Agenda. Any indisposed matters will be placed on the Agenda for the next Regular Meeting.

The Agenda may be amended to permit a Time Sensitive matter to be considered by Council. The amended Agenda will be provided by the Clerk to Council.

7.2 Order of Business

Regular Meetings

The Agenda will contain the following:

1. Call to Order (including Notice on Recording Meetings*)
2. Traditional Land Acknowledgement*
3. Approval of Agenda
4. Disclosure of Pecuniary Interest and General Nature Thereof (Section 4.3)
5. Previous Public Meeting Matters (Section 7.3) (As required)
6. Business Profile (Section 7.4)
7. Presentation(s) (Section 7.5)
8. Delegation(s) (Section 7.6)
9. Adoption of Minutes – Council and Committees of Council (Section 7.7)
10. Business Arising Out of Minutes (Section 7.8)
11. Communications – Clerk’s Administrative Report (Section 7.9)
12. Members, CAO and Managers’ Administrative Reports (Section 7.10)
13. External Committee/Local Boards/Task Force Notes and Reports (Section 7.11)
14. Giving Notice of Motion (Section 7.12)
15. Motions, Written Notice of Which Have Been Given or Consideration of a Matter under the Strong Mayor Powers (Section 7.13)
16. Council Portfolios (Section 7.14)
17. Introduction and Reading of By-Laws (Section 8.0) (not applicable for Committees)
18. Public Forum (Section 7.15)
19. Closed Session (Section 3.11)
20. Rise and Report – from the Chair (Section 3.11)
21. Confirming By-law (Section 8.3) (not applicable for Committees)
22. Adjournment

Special Meetings

The Agenda for a Special Meeting may differ from a Regular Meeting Agenda, in that it shall only require the sections required to meet the purpose of the Special Meeting and shall be at the discretion of the Clerk.

However the following shall be included in the Special Meeting Agenda:

1. Call to Order and Purpose of the Meeting (including Chair's opening remarks and Notice on Recording Meetings*)
2. Traditional Land Acknowledgement*
3. Approval of Agenda
4. Disclosure of Pecuniary Interest and General Nature Thereof
5. Public Forum
6. Confirming By-law (not applicable for Committees)
7. Adjournment

Public Meetings

The Agenda for a Public Meeting may differ from a Regular Meeting Agenda, in that it shall only require the Sections required to meet the purpose of the Public Meeting and shall be at the discretion of the Clerk. The matter discussed at a Public Meeting may be considered at the beginning of the next scheduled Regular Council Meeting or an upcoming Council Meeting.

However; the following shall be included in the Public Meeting Agenda:

1. Call to Order and Purpose of the Meeting (including Chair's opening remarks and Notice on Recording Meetings*)
2. Traditional Land Acknowledgement*
3. Approval of Agenda
4. Disclosure of Pecuniary Interest and General Nature Thereof
5. Public Comments
6. Adjourn

*Where there are subsequent Meetings, the Notice on recording meetings and the Traditional Land Acknowledgement will be included in the Agenda for the first meeting.

7.3 Previous Public Meeting Matters

The Clerk shall include this Section in a Regular Council Meeting Agenda for Council to consider matters which were previously subject to a Public Meeting.

7.4 Business Profile

The Chair and/or Members of the Economic Development Task Force (EDTF) may provide a Business Introduction to the Clerk at least 10 days prior to the meeting for inclusion in the meeting Agenda.

7.5 Presentations

Presentations are given by Township staff, consultants, representatives of an organization agency, board or service partner including status reports on projects,

initiatives, programs or services. Presentations are subject to Council, CAO or Manager invitation.

The Presenter, CAO or Manager shall contact the Clerk to be scheduled for the appropriate Meeting. A copy of the presentation shall be provided to the Clerk by 4:00 p.m. 10 days prior to the meeting for inclusion in the meeting Agenda.

Presenters are limited to 30 minutes for their Presentation. The Chair may extend this time limit as deemed necessary. An additional 10 minute Council/Committee question period is permitted following each presentation. Time limits for Presentations do not apply to Presenters at a Special or Public Meeting that are set for that particular matter. Presenters are permitted to attend the Meeting electronically.

The number of Delegations and/or Presentations shall be limited to two per Meeting. However, the Clerk may determine an exception, in relation to the amount of business for that particular Council/Committee Meeting when preparing the Meeting Agenda or the volume of requests being received.

7.6 Delegations

Persons who wish to appear as a Delegation regarding a matter not included on the Agenda, shall make a request to the Clerk outlining the purpose of their Delegation to appear before Council or a Committee of Council, at least fourteen (14) days prior to the meeting. The Delegate shall provide the Clerk with a copy of their presentation by 4:00 p.m. 10 days prior to the meeting for inclusion in the Meeting Agenda.

Persons who wish to appear as a Delegation regarding a matter included on the Agenda, shall make a request to the Clerk and disclose the Agenda Item, subject matter and if applicable, provide all materials to be presented during the Delegation to the Clerk by no later than 2:00 p.m. on the day prior to the meeting. This information shall be provided by the Clerk to Council as an amendment to the Agenda.

The Clerk, in consultation with the Chair, shall have the authority to deem a Delegation inappropriate or outside the scope of Council authority and deny the item a place on the Agenda.

Except as required by law, any person appearing before Council or a Committee who has previously appeared before Council or a Committee on the same subject matter shall be limited to providing only new information in their second and subsequent appearances.

Delegations are limited to 10 minutes. The Chair may extend this time limit as deemed necessary. An additional 10 minute Council/Committee question period is permitted following each presentation. Delegates are permitted to attend the Meeting electronically.

Members may only address a Delegation to ask questions for clarification and shall not express opinions or enter into debate or discussion with a Delegate.

No Delegate shall:

- a) Speak disrespectfully of any person;
- b) Use offensive language;
- c) Speak on any subject other than the subject for which they have received approval to address Council; or
- d) Disobey the rules of procedure or a decision of the Chair or Council/Committee.

The Chair may curtail any deputation, any questions of a debutante or debate during a deputation for disorder or any other breach of this By-law, and, if the Mayor rules that the deputation is concluded, the person or persons appearing shall withdraw.

If a Delegation is requesting information or a decision from Council/Committee this matter shall be deferred until the next Regular meeting to allow Council/Committee to obtain the necessary information to make an informed decision. Council may instruct the Chief Administrative Officer to provide additional information at the next Regular meeting.

No Delegations shall be permitted on the following topics:

- a) Labour relations or staff negotiations;
- b) An application submitted under the *Planning Act*;
- c) Litigation or administrative tribunal proceedings that are either expected to proceed, that are currently proceeding, or that have already been decided by a court or tribunal;
- d) By-law Enforcement proceedings;
- e) Tenders, requests for proposals or other procurement issues;
- f) Marketing of products;
- g) Any matter that is not within the jurisdiction of Council/Committee; or
- h) Any matter that is properly the subject of a Closed Session.

No person shall be permitted to speak at a Meeting unless the above Delegation rules have been followed or permitted leave-to-speak is given by the Chair or by Resolution.

The number of Delegations and/or Presentations shall be limited to two per Meeting. However, the Clerk may determine an exception, in relation to the amount of business for that particular Council/Committee Meeting as determined by the Clerk in preparing the Meeting Agenda.

7.7 Minutes of Meetings

The Minutes of all Meetings of Council and Committees shall record:

- a) The place, date and time of the meeting;
- b) The name of the Chair, Members and staff in attendance;
- c) Disclosure of pecuniary interest and the general nature thereof;
- d) All other proceedings of the meeting without note or comment, with the exception of Public Meetings; and

- e) All Motions considered by Council and Committees and the disposition of same including the Motion number, whether the Motion was carried or lost as well as any amendments or other procedural matters.

The Minutes shall be placed on the next available Agenda of Council for adoption and in the case of Committee Meetings shall be included in the next Committee Agenda.

7.8 Business Arising Out of Minutes

Any unfinished business of a previous Meeting or additional information on a matter shall be listed under Business Arising out of a Previous Meeting. Generally the Resolution of Council from the previous meeting will be included with the additional information in the Agenda package.

7.9 Communications

The Communications package is made up of two Sections one being "A" items which are received for information only, the other being "B" items which require Council's consideration. The Clerk will circulate all communications received for the Communications package to the Members in advance of the Agenda being circulated. All Communications will be included in the "A" Section, excluding communications from residents or agencies which require a response these will be included by the Clerk in the "B" Section for Council's consideration.

If a Member wishes to have any item brought forward to the "B" Section for action they shall notify the Clerk prior to the Agenda being circulated or by Resolution at the Council Meeting/Motion at the Committee Meeting. In order to assist with the preparation of the draft Motion, a brief explanation and/or direction shall be provided at the time of the request.

7.10 Members, CAO and Managers' Administrative Reports

Any staff report presented to Council for its consideration shall be listed on the Agenda.

All staff items of new business for the Agenda shall be presented in the form of an Administrative Report. All Member items of new business for the Agenda shall be presented in the form of an Administrative Report or Notice of Motion.

A Council/Committee Administrative Report shall be received in writing by the Clerk by 4:00 p.m., no later than 10 calendar days prior to the Meeting date.

For Committee Meetings, reports may also include items for discussion without an associated report.

7.11 External Committee/Task Force Notes and Matters

Minutes of External Committees will be included for Council's information.

Recommendations to Council from External Committees requesting consideration of a matter may also be included.

Notes of a Task Force will be included for Council's information. The Notes may contain recommendations which shall be in the form of a Motion and considered by Council.

7.12 Giving Notice of Motion

All Member new business shall be brought forward through a Notice of Motion or an Administrative Report.

A Notice of Motion shall be given in writing by a Member to the Clerk not later than 4:00 p.m. at least 10 calendar days preceding the next Meeting so the matter shall be included in the Agenda package or introduced by the Mover at a Council Meeting. The Motion shall be in writing.

A Notice of Motion shall not be considered or otherwise disposed of by Council unless the mover of the Motion is in attendance at the Meeting.

A Notice of Motion requires a seconder at the time of debate. If the Motion is passed the matter shall be brought before Council/Committee at the next Regular Council/Committee Meeting.

7.13 Motions, Notice of Which Have Been Given or Consideration of a Matter under the Strong Mayor Powers

These include a Notice of Motion which was approved by Council/Committee at a prior Meeting.

Per Section 284.10 of the Municipal Act, if the Mayor is of the opinion that considering a particular matter could potentially advance a prescribed provincial priority, the Mayor may require Council to consider a matter. No notice is required. A motion to refer or defer the matter is in order.

7.14 Council Portfolio Positions

Generally, no action shall be taken under Council Portfolios. If a Member would like action on an item with respect to a portfolio it should be presented to Council as an Administrative Report or Notice of Motion unless Council is agreeable to considering the matter at this time.

7.15 Public Forum

The Chair shall invite questions from the gallery provided the question is pertinent to that Meeting's Agenda items only. No person shall speak more than a total of 5 minutes on all items. These Public comments will not form part of the Council Minutes.

8.0 By-laws

8.1 General

All By-laws shall be presented to Council in their Agenda package. By-laws shall be introduced by a Motion specifying the number assigned and the title or nature of the By-laws; and in typewritten form and shall contain no blanks except as may be required to conform to accepted procedures or to comply with provisions of any Act.

Any proposed By-law may be referred by Council to a Committee, staff, or the Municipal Solicitor for review and comment.

By-laws shall be given three readings prior to passage. A Motion may be considered for all three readings on the same day except when requested otherwise by Motion of the majority of the Members present or to comply with provisions of any Act. Upon passage, By-laws shall be signed by the Mayor and Clerk and embossed with the Corporate Seal of the Township.

All By-laws shall be passed in Council Meetings that are open to the public.

8.2 Strong Mayor Powers – Vetoing a By-law

If the Mayor is of the opinion that all or part of by-law could interfere with a Provincial priority, the Mayor may provide written notice to Council of the intent to consider vetoing the By-law. If the Mayor intends to consider vetoing the By-law, the Mayor shall provide written notice on or before the earlier of two days of the day Council voted in favour of the By-law.

A By-law shall be deemed not to have passed by Council until:

- a) If notice was not given of intent to consider vetoing, the day written approval of the by-law is given by the Mayor or two days after the day Council voted in favour of the By-law; or
- b) If notice was given of intent to consider vetoing, the day written approval of the By-law is given by the Mayor or 14 days after the day the Council voted in favour of the By-law.

The Mayor may veto the By-law by providing the Clerk a written veto document that includes the reasons for the veto.

If the Mayor vetoes a By-law, the Clerk shall by the next business day provide each Member of Council a copy of the written veto document and make the written veto document available to the public.

Within 21 days after the day the Clerk provides the written veto document to the Members of Council, Council may override the Mayor's veto if two thirds of the Members of Council vote to override the veto. In the case of a seven Member Council this would be five Members.

8.3 Strong Mayor Powers – Propose a By-law

In accordance with Section 284.11 of the Municipal Act, if the Mayor is of the opinion that a By-law could potentially advance a Provincial priority, the Mayor may propose a By-law to Council and require Council to consider and vote on the proposed By-law at the meeting. The Mayor shall provide a copy of any proposed By-law to the Clerk and each Member of Council. A By-law proposed by the Mayor is passed if more than one third of the Members vote in favour of the By-law. In the case of a seven Member Council this would be three Members. The Mayor is permitted to vote.

8.4 Confirming By-law

Council shall employ a Confirming By-law immediately prior to adjournment for the purpose of validating decisions or direction given which is minor in nature and not set out in a By-law.

9.0 Appointments – Positions and Procedures

9.1 Appointment Process

Nominations

Any Councillor may be nominated, or nominate themselves, for the position (excluding the Mayor for County Council or the Deputy Mayor position) and then present their case for filling the position.

Nomination Consideration and Vote by Council

All nomination Motions shall have a Mover and a Seconder to be placed on the table for consideration by Council. Each nomination Motion will be subject to a vote by Council. All Nominations approved by a majority of Council will be included in the vote.

Tally of Votes

Each nomination will be voted on by Council individually in an open manner, in the order they were nominated. Each Member of Council may only vote for one Nominee. The votes will be tallied by the Clerk.

Majority Vote

The nominees that receive the majority support of Council will continue in the process. If only one nominee receives the majority support of Council, the nominee will be the one appointed to fill the vacancy.

Multiple Majority Vote

In the event that two or more nominees receive the majority support of Council, Council will again vote on each nominee who received majority support in the order of the nomination.

Tie Vote

If a tie continues with two or more nominees, the names will be placed in a 'hat' and the CAO will draw one name from the hat and the name so drawn will be the individual appointed to fill the vacancy.

No Majority Vote

In the first round, or any subsequent round, if no one receives a majority vote from Council, a second round of voting will occur for up to three rounds. If the lack of majority continues, all names will be placed in a "hat" and the CAO will draw one name from that hat and the name so drawn will be appointed to fill the vacancy.

9.2 Appointment of County Council Members

The Appointment of County Council Members shall be in accordance with Section 9.1.

The County Council Second Member shall be appointed to serve on County Council along with the Mayor for the term of Council. The County Council Second Member shall be appointed by By-law.

The County Council Alternate Member appointed under Section 268 of the Municipal Act to act in place of a County Council Member when the County Council Member is unable to attend a meeting of County Council for any reason (excluding a temporary vacancy) shall be appointed at the Inaugural meeting of Council. The County Council Alternate Member shall be appointed by By-law. When acting as the Alternate Member the Member shall follow the requirements of the County Council's Procedural By-law.

Section 267 of the Municipal Act permits the appointment of a Member for a temporary vacancy. If a County Council Member is unable to act as a Member for a period exceeding one month or the seat becomes vacant and will not be filled for a period exceeding one month, the local Council may appoint one of its Members as an Alternate Member to act in place of the Member until the Member is able to resume acting as Member of County Council. Council will consider the appointment of this Member by By-law as required. This Member is not permitted to represent a Member at the Inaugural Meeting of County Council and Council Liaison Meetings. When acting as the Alternate Member the Member shall follow the requirements of the County Council's Procedural By-law.

Per the County Council Procedural By-law the remuneration and/or reimbursement of appropriate costs incurred by the County Council Alternate Member or the County Council Temporary Vacancy Alternate Member while serving in this capacity shall be the responsibility of the Township. The Alternate or Temporary Vacancy Member shall be provided a per diem at the same rate as the County of Frontenac sets for Members to attend special board meetings and/or Special Council meetings. It is also the responsibility of the County Council Member whose behalf an alternate will be serving to ensure a copy of the meeting Agenda is provided to the alternate in advance of the Meeting.

9.3 Appointment of Deputy Mayor

The Deputy Mayor shall be appointed at the Inaugural Meeting of Council in accordance with Section 9.1. The Deputy Mayor position is a one-year term and will be open for nomination on an annual basis every November. The incumbent is free to run for this position. If no other Councillor wishes to run for the position of Deputy Mayor, the incumbent may remain in the position. The Deputy Mayor position shall be appointed by By-law.

9.4 Appointment of Frontenac Ontario Provincial Police (OPP) Detachment Board Member

The Frontenac OPP Detachment Board Member shall be appointed at the Inaugural Meeting of Council in accordance with Section 9.1 to serve on the Frontenac OPP Detachment Board for the term of Council. The Frontenac OPP Detachment Board Member shall be appointed by Resolution.

9.5 Appointment of Municipal Services Corporation Board Member

The Municipal Services Corporation Board Member shall be appointed at the Inaugural Meeting of Council in accordance with Section 9.1 to serve on the Municipal Services

Corporation for the term of Council. The Municipal Services Board Member shall be appointed by Resolution.

9.6 Council Portfolio Positions

Council Portfolio positions provide a connection between Council and agencies or groups.

Council Portfolio Positions that are not discretionary shall be filled (i.e. Lakelands Family Health Team, County Task Forces, etc.) as recommended by the Mayor and appointed by Resolution within three months of taking office or within the timeframe required by the outside agency and/or legislation.

Discretionary Council Portfolio positions shall be determined by Council and filled accordingly (i.e. liaison positions with community groups/organizations, etc.) as recommended by the Mayor and appointed by Resolution.

9.7 Removal of Council Members from Boards, Agencies or Portfolio Positions

In order to ensure the efficient and effective operation of the Board, Agency or group, it is important the Members attend and participate in Meetings. Boards and Agencies may have their own Code of Conduct and/or Procedural Policy which the Member shall comply with.

A Council Member who is concerned with the Members attendance and/or behaviour, may confidentially report their concerns to Council in a Closed Session. The Member has the opportunity to provide a reasonable explanation for the absences and/or behaviour. Based on the information provided, Council may determine they do not have sufficient cause for the removal or they may choose to remove or recommend the removal of the Member depending on the Board or Agency's By-laws or Policies. Council shall pass a Resolution confirming their decision including the reason for their decision if applicable.

10.0 External Committees

External Committees shall be appointed by By-law in accordance with Legislation, Township By-laws and/or Council Policies. Currently the external Committees include the Committee of Adjustment/Planning Advisory Committee and the Joint Fire Committee for the Kaladar/Barrie Fire Department.

External Committees are governed by their own Procedural Policy.

11.0 Committees of Council

11.1 Strong Mayor Powers

Per Section 284.8 of the Municipal Act, "Subject to the regulations, if any, the following powers of the municipality with respect to prescribed committees, or committees within a prescribed class of committees are assigned to the head of council:

1. The power to establish or dissolve committees.
2. The power to appoint chairs and vice-chairs of committees.
3. The power to assign functions to committees. 2022, c. 18, Sched. 2, s. 1.

Per Section 284.13 (1) 4. the head may delegate their powers and duties under Section 284.8 (committees) to Council.

If the Mayor has not delegated their powers under Section 248.8 of the Municipal Act, where Council is referenced in the following Sections the Mayor shall be inserted, where applicable.

11.2 Establishment of Committees

Council shall review the Council Committees which were in place during the previous term within three months of the beginning of the new term of Council. Council shall by Resolution either appoint Members to the Committee or disband the Committee.

A Committee shall be established by a Resolution of Council for a special purpose or to provide advice to Council on a specific matter. The appointing Resolution shall include the Members being appointed, the appointment of the Chair and the mandate of the Committee.

A Committee shall be made of at least two but not more than three Members of Council.

If the Mayor is not appointed to the Committee, the Mayor as Ex-Officio shall be permitted to attend Committee Meetings but shall not be permitted to vote and shall not form part of the quorum except in the absence of an appointed Member.

The Clerk shall be the Secretary for Committee Meetings. Other staff including the CAO and Managers may be assigned to the Committee. Staff may be instructed by Council and/or the CAO to attend Meetings.

Committees of Council shall comply with all applicable Legislation, By-laws and Resolutions and are governed by this Policy.

11.3 Appointment of Chair and/or Vice Chair

The Chair and/or Vice-Chair of a Committee shall be appointed by Council in the Resolution establishing the Committee.

11.4 Functions

All Committees shall have a Terms of Reference prepared by the Committee and approved by Council.

The Committee will pass Motions at their Meeting which are recommendations to Council. These Motions will be included in the Committee's Minutes.

Council will consider the Committee Minutes and can amend any Committee Motions prior to adopting the Minutes. Once adopted by Council it is understood that Council is approving the Committee's Motions that will now become Resolutions of Council.

11.5 Responsibilities of Members and Conduct During Meetings

Section 4 applies to Committees.

11.6 Participation

A Committee Member may make a request to Council to be removed from a Committee. A Committee Member may confidentially report to Council any Committee Member who refuses or neglects to attend Meetings without just cause. Council may remove that Member from the Committee and appoint another Member in their place.

11.7 Dissolution of Committees

Council may disband a Committee at any time when determined the Committee's mandate has been met; or the Committee is no longer required.

12.0 Local Boards

Local Board Members shall be appointed by Council Resolution or By-law in accordance with Legislation, Township By-laws and/or Council Policies. Currently local boards include the Conservation Authorities and the Police Services Board. The Local Board shall act in accordance with the Local Board's mandate.

Per Section 284.7 of the Municipal Act, the power of the municipality to appoint chairs and vice-chairs of local boards is assigned to the head of council for any prescribed local board or local board within a prescribed class of local boards.

The Member appointed to the Local Board will keep Council apprised of action of the Local Board. The Member will report under Council Portfolios and the Minutes will be added to Communications package for Council's information.

13.0 Task Forces

13.1 General

A Task Force is established for a special purpose or to address a specific task. A Task Force shall be governed by this Section of the Procedural Policy and the Terms of Reference approved by Council.

The draft Terms of Reference shall be established at the Inaugural Meeting of the Task Force and shall include, but is not limited to, a Mission Statement; Membership; Tasks and Milestones; Time Frame and Meetings. The Task Force shall prepare an Annual Work Plan. The Work Plan shall set out initiatives the Task Force will be focusing on for the year. Once approved by the Task Force, the Work Plan shall be provided to Council for consideration. Council may approve or amend the Work Plan.

Within three months of the beginning of the term of Council, Council shall review each existing Task Force including the Terms of Reference which were in place during the previous term. Council shall by Resolution choose to continue the Task Force or disband the Task Force.

In the case of a Task Force continuing from the previous term of Council, the voluntary sector Members from the previous term shall be invited to continue as Members and Council shall determine if an advertisement for new voluntary sector Members are required.

The Task Force shall comply with all applicable legislation, Municipal By-laws and Resolutions.

13.2 Composition

The Task Force shall be made of:

- a) At least one but not more than three Members of Council;
- b) The CAO and/or at least one Manager;
- c) Voluntary sector Members whose knowledge of the Task Force's mandate would be an asset;
- d) A Secretary.

13.3 Appointment of Members

Council by Resolution shall appoint the Council Member(s) who will be Members of the Task Force. Council shall appoint the Chair of the Task Force from the Council Member(s) appointed.

The CAO shall assign Township staff who will perform administrative duties and provide advice to the Task Force.

Prior to the Inaugural Meeting of the Task Force, the CAO/Manager appointed to the Task Force shall advertise for voluntary sector Members in the local newspaper; on the Website; and on the Township's Social Media accounts.

The Chair will review the submissions received from the public in response to the advertisement for voluntary sector Member and based on interest, experience and knowledge shall recommend individuals to be appointed to Council. Council shall consider the Chair's recommendations and appoint the voluntary sector Members by Resolution in a Closed Session.

The CAO/Manager will prepare a letter to each of the voluntary sector participants following Council approval to be signed by the Chair thanking them and advising them of their appointment or that they have not been selected.

13.4 Procedural Matters

Open to the Public

All Task Force Meetings shall be open to the public. The Task Force is not permitted to have a Closed Session.

Notice

The CAO/Manager shall post the date and time of the Task Force Meetings on the Website and the Municipal Office's Electronic Sign at least 48 hours in advance of the meeting.

Electronic Participation

Members may participate in Meetings electronically.

Quorum

Although Task Force Membership is non-substituted, Council agrees that it is not necessary to establish the number of Members necessary for a Quorum; however, at least one Member of Council and the CAO or a Manager shall be present and careful consideration will be taken to ensure good representation from the voluntary sector when discussions on key issues take place or recommendations are formulated.

Attendance

In order to ensure the efficient and effective operation of the Task Force it is important the Members who have volunteered to participate in the Task Force attend and participate in Meetings. A Council Member on the Task Force may confidentially report to Council any Task Force Member who refuses or neglects to attend Meetings without just cause. Council may remove that person from the Task Force and appoint another person in their place.

Expert Members and Invited Guests

The Task Force may require experts, academics or other government/voluntary sector Representatives to attend meetings as presenters, advisers or observers because of their knowledge of the subject, of the sector or as part of another existing Committee or Task Force of Council. Such invitations shall be agreed to in advance by the Task Force and the Chair or CAO shall make the requests.

13.5 Responsibilities of the Chair

The Chair is responsible for:

- a) Consulting with the CAO/Manager on items to be included in the Agenda;
- b) The preservation of good order and decorum throughout Task Force meetings so that business can be carried out efficiently and effectively;
- c) Providing leadership;
- d) Opening the Meeting by taking the Chair and calling the Members to order;
- e) Ensuring the decisions of the Task Force are in conformity with the laws and By-laws governing the activities of the Township;
- f) Ordering any person or Member in attendance at the Meeting to cease and desist any behaviour which disrupts the order and decorum of the Meeting and to order the person or Member to vacate the Council Chamber/Meeting Room where such behaviour persists; and
- g) Never allowing anyone to publicly criticize identifiable individuals. It is the responsibility of the Chair to ensure that rules of etiquette are observed by those in attendance.

Absence of the Chair

In the absence of the Chair, the Secretary shall call the meeting to order. The Chair shall be chosen from the Council Members present and they shall preside over the meeting.

13.6 Voluntary Sector Member Conduct

The Voluntary Sector Members shall:

- a) Be accountable for their accessibility and responsiveness, and to each other, as Members of a team, for participating, collaborating and doing their best to advance the joint process in good faith;
- b) Act with honesty, integrity and openness in advancing matters;
- c) Respect the individual rights, values, beliefs and personality traits of any other person, recognizing that all persons are entitled to be treated equally with dignity and respect for their personal status;
- d) refrain from making statements known to be false or with the intent to mislead the Task Force, Council or the public;
- e) Not use their position on the Task Force to benefit materially from the process or the outcomes;
- f) Not be eligible on an individual basis for contracts or other paid work commissioned by the Task Force or Council, unless the Procurement By-law requirements are met; and
- g) Respect Council and the Task Force's decision-making process even if they disagree.

If a Voluntary Sector Member is in contravention of the above Section, a Member of the Task Force may contact the CAO who will arrange to confidentially report to Council any Task Force Member who is in contravention of the Procedural Policy. Council may direct the Chair to remove that person from the Task Force and appoint another person in their place.

13.7 Agenda

The CAO/Manager in consultation with the Chair, shall prepare an electronic Agenda and circulate to all Task Force Members at least five days prior to the Meeting.

Additions to the Agenda by Members, individuals or groups will not be accepted by the Manager or Chair after 4:00 p.m. 10 calendar days preceding the Meeting.

The business of each Meeting shall follow the order in which it stands on the Agenda unless the Task Force decides to amend the Agenda. Any indisposed matters will be placed on the Agenda for the next Meeting.

13.8 Recommendations to Council

Task Force Members will seek to reach consensus wherever possible. If for whatever reason, consensus cannot be achieved, the Task Force Members may agree to a recommendation, through another process, such as voting or permitting dissenting reports.

Recommendations to Council shall be in the form of a Presentation, Administrative Report or written clear recommendations (i.e. identifying options) in the conclusion of the Task Force Notes of the meeting, with supporting documentation. These recommendations, shall be presented as Motions to Council for consideration. In the case of a Presentation or Administrative Report Sections 7.5 and 7.10 apply respectively.

13.9 Notes of the Task Force

Task Force Notes shall be drafted by the Secretary and provided to the Task Force Members for approval in principle. Once approved in principle by the Task Force, the Notes will be provided to the Clerk for inclusion in the next Council Agenda for information purposes and consideration of the recommendations.

Once the Notes of a Task Force meeting have been received by Council, they shall be posted by the Clerk on the Website.

13.10 Sub-Committees

The Task Force may establish a Sub-Committee to deal with a specific task/matter that is specific to a Task Force. Members of the Sub-Committee shall:

- a) Be appointed by the Task Force; and
- b) Make recommendations to the Task Force.

Council or the Task Force may disband a Sub-Committee at any time when determined the Sub-Committee's mandate has been met; or the Sub-Committee is no longer required.

13.11 Expenses Incurred by Task Force and Members

Task Force Members' travel expenses to attend Task Force meetings and related business will be reimbursed by the Township. The Task Force Members shall be paid mileage expenses at the per kilometer rate as determined by Council.

The Task Force shall not expend any monies over \$500 annually without Council approval by Resolution.

13.12 Indemnification of Voluntary Sector Members

Voluntary sector Representatives serving as Members of the Task Force are extended the same risk management principles as Members of Council/Committees and staff when it comes to matters of liability and insurance; and would therefore be considered "volunteers" under this policy.

13.13 Resignation or Removal of Members

If a Voluntary Sector Member resigns or is removed from the Task Force, Council may appoint a Member from the previous recruitment. The appropriate Manager will contact the selected former applicant(s) regarding their interest in serving on the Task Force and report back to Council in a Closed Session. Council may direct the appropriate Manager to advertise the vacancy of the positions and report back with the applications.

13.14 Disbandment

The Task Force shall disband in accordance with the Terms of Reference, unless otherwise approved by Council. Council may also disband the Task Force if in the opinion of Council, the Task Force is no longer required. Council shall pass a Resolution to disband a Task Force.

14.0 Emergency Management Program Committee

14.1 General

Council adopted an Emergency Management Program which includes the establishment of the Emergency Management Program Committee (EMPC).

14.2 Composition

The composition of the EMPC shall be as set out in the Emergency Management Program.

14.3 Chair and Secretary

As set out in the Emergency Management Program, the Community Emergency Management Coordinator (CEMC) is appointed as Chair of the EMPC. In the absence of the CEMC, the Alternate CEMC shall assume the role of the Chair. The Clerk shall act as the Secretary of the EMPC.

14.4 Meetings of EMPC

The date of the next year's Meetings will be determined at the last meeting of the calendar year, except in the year of the Municipal Election. In the year of the Election, the dates shall be determined at the beginning of the new year.

14.5 Operating Principles

a) Agenda and Minutes

- i. The CEMC shall prepare an electronic Agenda (with the assistance of the Clerk's Department) and circulate to all Committee Members 72 hours in advance of the meeting.
- ii. The Agenda shall contain the following:
 - Call to Order
 - Approval of the Agenda
 - Disclosures of Pecuniary Interest and General Nature Thereof
 - Delegations
 - Adoption of Notes
 - Business Arising Out of Notes
 - Communications
 - Administrative Reports
 - Adjournment

The Notes of the EMPC shall be confidential. If consideration of a matter is required by Council, the Chair (CEMC) shall provide an Administrative Report to Council, including recommendations.

b) Role of the Chair:

The Chair of the EMPC is responsible for:

- i. The preservation of good order and decorum throughout Committee meetings so that business can be carried out efficiently and effectively, and to provide leadership;
- ii. Opening the Meeting by taking the Chair and calling the Members to order;

- iii. Ensure the decisions of the Committee are in conformity with all applicable Legislation and Municipal By-laws and Resolutions that govern the activities of the Township.
- iv. Provide an Administrative Report to Council following each Meeting, including recommendations.

c) Role of the Committee

- i. The Committee shall review the Emergency Management Program and shall advise Council on the development and implementation of the Township's Emergency Management Program. If amendments are recommended by the Committee these shall be provided to Council for consideration through an Administrative Report prepared by the CEMC.
- ii. The EMPC shall meet a minimum of three times annually to review the Program.
- iii. The EMPC shall comply with all applicable Legislation and Municipal By-laws and Resolutions.
- iv. Members may participate electronically.

d) Conduct of Committee Members

Members of the Committee, Delegates and Members of the public shall not:

- i. Use offensive words or language in or against the Council or the Committee or against any Member, staff and/or guest.
- ii. Speak in a manner that is discriminatory in nature on the basis of the individual's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability;
- iii. Interrupt a Member while speaking, except to raise a Point of Order; and
- iv. Speak on any subject other than the subject in the debate.

e) Quorum

In order to meet quorum, 50% of the Members must be in attendance. Members participating electronically shall be counted towards Quorum.

Should it become known in advance of a regularly scheduled Meeting that a Quorum of Members will not be present, or due to inclement weather, the Chair shall cancel the meeting and all business will be carried forward to the next meeting. The Clerk will provide Notice of Cancellation of the Meeting to all Members and post it on the Website.

f) Advisory Persons

The Committee may require Members or representatives of Non-Government Agencies, Government Agencies, Voluntary Sector Representatives or other experts to attend meetings as presenters or advisors because of their knowledge of the subject. Such invitations will be agreed upon by the Committee and the Chair shall make the request.

15.0 Town Hall Information Sessions

The Mayor may hold an Information Session in any Ward in accordance with the provisions of this Section.

The purpose of an Information Session is to allow the Township to communicate its activities to the ratepayers and to allow the ratepayers the opportunity to provide input for items on the Mayor's Agenda. The purpose of an Information Session is not to materially advance the decision-making of Council, but rather to allow Ward Councillors to become better informed of issues that are important to the public and to disseminate information of interest to the public. The Mayor shall advise Council, the Clerk, and the CAO of each information session at least 10 calendar dates in advance. The Clerk shall provide Notice.

The only Members of Council entitled to attend an Information Session are the Mayor and the two Ward Councillors representing the Ward where the Information Session is held. The Mayor shall be present and can hold the Meeting with or without the two Ward Councillors present. No staff are required to be in attendance.

In the event that the number of Councillors attending an Information Session constitutes a quorum of Council, the Mayor shall immediately adjourn the Information Session.

In no circumstance shall any vote be taken at an Information Session, nor shall any debate amongst Council Members occur related to the business of Council.

Prior to commencing any Information Session, the Mayor shall read out a statement to the public advising that the Information Session is not a Meeting of Council and that no new business of Council shall be discussed or debated, nor shall any vote be taken. The Mayor shall advise the public that the purpose of the Information Session is to provide an update to the public on decisions and actions that Council has previously taken and to listen to comments and/or concerns from Members of the public. It will be a decision of individual Councillors as to whether any issues raised at the Information Session are brought forward at a regular Council Meeting by way of a Councillor's Administrative Report.

16.0 Council Vacancies

16.1 Vacant Seat Declared

Once Council declares the seat vacant, Council shall within 60 days, appoint a person to fill the vacancy or pass a By-law requiring a bi-election to be held to fill the vacancy. (Subject to the Municipal Act).

16.2 Filling Vacant Position

The Clerk shall provide Council with a report on the process to fill the vacant position based on the policies noted below and in accordance with the Municipal Act.

The vacant position of Mayor shall be filled through a Bi-election.

In the case of a Councillor, the position will be offered to the candidate from the vacant Ward who had the highest number of votes at the previous election, and if declined, to the candidate with the next highest number of votes, etc., provided the candidate received at least fifteen percent (15%) of the votes at the previous election.

If no appropriate Candidate is available, the Clerk shall advertise the vacancy for public interest in filling the position, from the Ward in which the vacancy occurred.

16.3 Advertise Vacancy

The Clerk shall advertise such vacancy with a response deadline, in a local newspaper for two consecutive weeks, as well as having the advertisement placed on the Website and social media accounts.

16.4 Submission of Applications and Declaration of Qualifications

All Applicants submitting an application/resume to the Clerk shall also submit a signed Declaration of Qualifications to be witnessed by a Commissioner of Oaths, prior to nomination.

16.5 Applicants' Resumes

The Clerk shall provide all resumes/applications received to Council in the Closed Council Agenda package. Applications/resumes shall remain confidential and once the final decision is made all confidential copies shall be deleted.

16.6 Applicant's Presentation

The Clerk shall invite all Applicants to a Council Meeting after the application/ resume response deadline. At the end of the Meeting each Applicant, in alphabetical order, will be given an opportunity for a five minute presentation to Council.

16.7 Nominations

Following the Applicant presentations, the Chair shall call on Council for nominations from the Applicants who presented to fill the vacancy.

16.8 Nomination Consideration and Vote by Council

All nomination Motions shall have a Mover and a Secunder to be placed on the table for consideration by Council. Each nomination Motion will be subject to a vote by Council. All Nominations approved by a majority of Council will be included in the vote.

16.9 No Nominations

The Chair shall call three times in a row for additional nominations and if they receive none, the Chair will close the nomination process.

16.10 Tally of Votes

Each nomination will be voted on by Council individually in an open manner, in the order they were nominated. Each Member of Council may only vote for one Nominee. The votes will be tallied by the Clerk.

16.11 Majority Vote

The nominees that receive the majority support of Council will continue in the process. If only one nominee receives the majority support of Council, the nominee will be the one appointed to fill the vacancy.

16.12 Multiple Majority Vote

In the event that two or more nominees receive the majority support of Council, Council will again vote on each nominee who received majority support in the order of the nomination.

16.13 Tie Vote

If a tie continues with two or more nominees, the names will be placed in a 'hat' and the CAO will draw one name from the hat and the name so drawn will be the individual appointed to fill the vacancy.

16.14 No Majority Vote

In the first round, or any subsequent round, if no one receives a majority vote from Council, a second round of voting will occur for up to three rounds. If the lack of majority continues, all names will be placed in a "hat" and the CAO will draw one name from that hat and the name so drawn will be appointed to fill the vacancy.

16.15 Motion to Appoint Member

Council will immediately thereafter, consider a Motion to appoint the successful nominee to the vacant Member of Council position.

16.16 Swearing In of New Member of Council

The swearing in of the new Member of Council will be held immediately following the vote and at the end of the Meeting of Council.

17.0 Policy Review

It is recommended Council review the Procedural Policy for Members of Council/Committees during each term of Council or as deemed necessary. No amendment or repeal of this Policy or any part thereof shall be considered at any Meeting of Council unless notice of the proposed amendment or repeal is given at a previous Meeting and the waiving of notice is prohibited.

This Procedural Policy will be included as part of an Orientation Workshop for each new term of Council. In addition, Members are expected to review this Policy themselves on a regular basis to assure compliance.

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: 10 Jul 2025
Re: By-law for the Rules and Regulations for the Operation, Care and Control of Municipally Owned Cemeteries

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "By-law for the Rules and Regulations for the Operation, Care and Control of Municipally Owned Cemeteries";
And That the By-law was submitted to the Bereavement Authority of Ontario for review and received approval on June 10, 2025;
And That Council will consider a By-law to Regulate and Govern the Operation of Township Owned Cemeteries later in the meeting.

Background:

At the meeting held on March 14, 2025, Council passed the following Resolution:
Resolution #87-25

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 "Proposed By-law to Regulate and Govern the Operation of Cemeteries";

And That Council approves the draft Cemetery By-law;

And That Council instructs the Clerk to prepare the required public notice;

And That if public comments are received, the Clerk shall provide them to Council; and if no public comments are received, the By-law shall be provided to the Bereavement Authority of Ontario for consideration;

And That Council approves in principle the proposed fees (excluding care and maintenance) as follows:

- Plot (resident) - \$500
- Cremation Lot (resident) - \$250
- Lot (non resident) - \$600
- Cremation Lot (non-resident) \$300
- Repurchase Plot Administration Fee \$100
- Transfer Administration Fee \$100
- Mark a Plot or Monument \$100;

And That Council instructs the Clerk to schedule a Public Meeting for Council to receive any public comments on the proposed fees; and consider adopting an amended Fees and Charges By-law - Cemetery Schedule.

Carried

Researched By:

Tara Mieske, Clerk/Planning Manager

Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager

Comments:

After completing the required public notification process set out by the Bereavement Authority of Ontario (BAO), the [draft Cemetery By-law](#) was provided to the BAO on April 11, 2025, for review and comment. The following amendments were made to the draft By-law based on public comments received:

Section A: Definitions

Definitions of Columbarium and Natural Burial were added.

Section B: General Information

8. Winter Interments - It was noted special circumstances may arise requiring permission for a winter burial. Wording has been included to allow for this request.

9. A provision prohibiting the installation of columbariums has been added.

Section E: Transfer of Interment Rights

4. If the Interment Rights Holder dies Intestate, a Sworn Affidavit will be required to transfer the Interment Rights.

Section F: Burial/Interment and Disinterment of Remains

2. If the person being interred is not the Interment Rights Holder, and the interments right holder is deceased, a Sworn Affidavit must be provided by the person authorized to act on behalf of the Interment Rights Holder.

10. A provision prohibiting scattering of cremated remains within the cemetery has been added.

12. A provision regarding Inclement Weather was added:

"Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial shall be completed as soon as possible".

Provisions regarding Natural Burials were added:

"Remains may be delivered in a closed casket or rigid container made from materials or substances that are non-toxic and readily biodegradable, such as wood, wicker, recycled cardboard or natural fiber; remains may also be delivered in a shroud, which must be accompanied by a carrying tray to ensure transportation to the cemetery is done in a dignified manner".

Section G: Markers and Monuments

Installation of Markers - the draft By-law permitted one monument and one marker on a lot. The updated By-law permits one monument and two markers on a lot or four markers on a lot without a monument.

Section H: Care and Planting

The following wording has been added:

"No person shall plant trees or shrubs in the cemetery. Flower beds and plants are permitted to be planted in the cemetery with the approval of the cemetery operator.

Flower bed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the interment rights holder.

Should plant material (e.g., gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator without notice and the area restored to lawn. The removal of plant material may also be necessary for the opening of a lot. The cemetery operator will not be held liable for the removal of any plant material."

The BAO provided the following revisions/comments on June 5, 2025 with the intent to help better protect cemetery operators while providing clarity for consumers:

Section D: Cancellation of Interment Rights

Resale of Interment Rights is permitted.

The rights holder has the right to sell their interment/scattering rights to a third party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale.

Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

Requirements for a Third-Party Resale

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

The By-law was approved by the BAO on June 10, 2025 (see Attachment #1).

Financial Impact:

None.

Strategic Implications:

Sustainable Core Services

Attachments:

[Twp of North Frontenac Approval Ltr](#)

Tuesday, June 10, 2025

Cemetery Operator Licence No. 4686754

SENT VIA EMAIL: deputyclerk@northfrontenac.ca

Township of North Frontenac

c/o Brooke Drechsler – Deputy Clerk/Assistant to the Planning Manager
6648 Road 506,
Plevna, ON, K0H 2M0

Dear Brooke Drechsler,

Re: Proposed By-laws for all Active and Inactive cemeteries owned by the Township (Schedule B)

We sincerely apologize for the delay and appreciate your submission of the following documents, which have been forwarded to the Registrar for filing and/or approval:

- Revised Cemetery Draft By-laws
- Photograph of Notice Posted
- Copy of Newspaper Notice
- List of Monument Dealers Notified of by-laws

The Bereavement Authority of Ontario is encouraging digital submission of documents, when possible, to both reduce environmental impact and improve archival accessibility. For any future correspondence, please provide your cemetery operator's licence and site number on the cover letter.

Please note this document will be officially deemed approved and filed, effective today **June 10, 2025.**

Thank you for your attention to this matter.

Sincerely,



Katia Di Franco

Licensing Officer (Bilingual)

Bereavement Authority of Ontario | Office ontarien des services funéraires et des cimetières.

Phone: 1-844-493-6356 | Email: katia.difranco@thebao.ca

Enclosures – 3

- 1) Approval Letter
- 2) Copy of Approved By-laws (endorsed pdf)
- 3) Schedule B – List of all Active and Inactive cemeteries owned by the Township of North Frontenac

Schedule 'B' of By-law #2025-27

Active and Inactive Cemeteries owned by the Township of North Frontenac

Name of Cemetery	Address	Status
Plevna-Ardoch Community Cemetery	6611 Buckshot Lake Road	Active
Ardoch United Church Cemetery	5984 Ardoch Road	Inactive
Clyone Pioneer Cemetery	1055 Little Pond Road	Inactive
Dempsey Cemetery	1542 Marble Lake Road	Active
Donaldson (Mundell) Cemetery	12541 B Road 509	Inactive
Grindstone Cemetery	1083 Grindstone Lake Road	Inactive
Harlowe – St. Mark's Anglican Church	2182 Harlowe Road	Active
Harlowe – United Church Cemetery	3272 Harlowe Road	Active
Ompah Cemetery	9676 Road 509	Active
St. John's Anglican Cemetery	6041 Road 506	Inactive

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: 10 Jul 2025
Re: Amendments to the Township's Official Plan and Site Plan Control By-law

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Amendments to the Township's Official Plan and Site Plan Control By-law"; **And That** a Public Meeting to receive comments regarding the proposed amendments to the Official Plan will be held on August 28, 2025 at 5:00 p.m. prior to the Regular Council Meeting.

Background:

The Township's Official Plan creates objectives and policies for guiding land use changes by protecting and managing the natural environment; directing and influencing growth patterns; and facilitating the vision of Council to develop a strong and diverse economy. The Official Plan also ensures all aspects necessary for a healthy community are protected. The current Official Plan was adopted by Council on May 19, 2017 and approved by the County of Frontenac Council on September 20, 2017.

Site Plan Control is a tool under Section 41 of the Planning Act to regulate development provided to municipalities in Ontario's Planning Act. It is a planning tool that a municipality uses to evaluate certain site elements, such as walkways, parking areas, landscaping or drainage on a parcel of land where development is proposed for specific development types. The goal of Site Plan Control is to improve the appearance and look of the municipality by applying consistent standards and guidelines to development; and to ensure that development is compatible with surrounding land uses. At the meeting on February 24, 2017, Council passed By-law #08-17 to Establish a Site Plan Control By-law within the Township.

Researched By:

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

Comments:

There have been several provincial legislative changes over the last few years and our current Official Plan policies with respect to Site Plan Control need to be updated to be consistent with the legislation. The Site Plan Control By-law #08-17 requires amendments as well. The Official Plan policies need to be updated before we can proceed with the review of the Site Plan Control By-law.

As per the Planning Act, a Public Meeting must be held for an Official Plan Amendment to allow members of the public to provide comments. If the proposed amendments are approved, the adopted By-law will be provided to Frontenac County Council for final approval as the approval authority. The Site Plan Control By-law can then be amended to conform with the provisions set out in the Official Plan.

The proposed date of the Public Meeting for the Official Plan Amendment is August 28, 2025 (prior to the Regular Meeting of Council).

Financial Impact:

There will be County Planning staff time to prepare reports to Council, draft policies and participate in the public consultation process. There will Township Planning staff time to assist with the process.

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: 10 Jul 2025
Re: Transfer of Property to County of Frontenac for K&P Trail - Road Allowance By-law Required

Recommendation:

Be It Resolved That Council receives for information the Clerk/Planning Manager's Administrative Report entitled "Transfer of Property to County of Frontenac for K&P Trail - Road Allowance By-law Required";

And That Council instructs the Clerk to prepare the Road Closing By-law for Council's consideration at a future Council Meeting.

Background:

44-25 Moved by Councillor Vernon Hermer, Seconded by Councillor Roy Huetl

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:

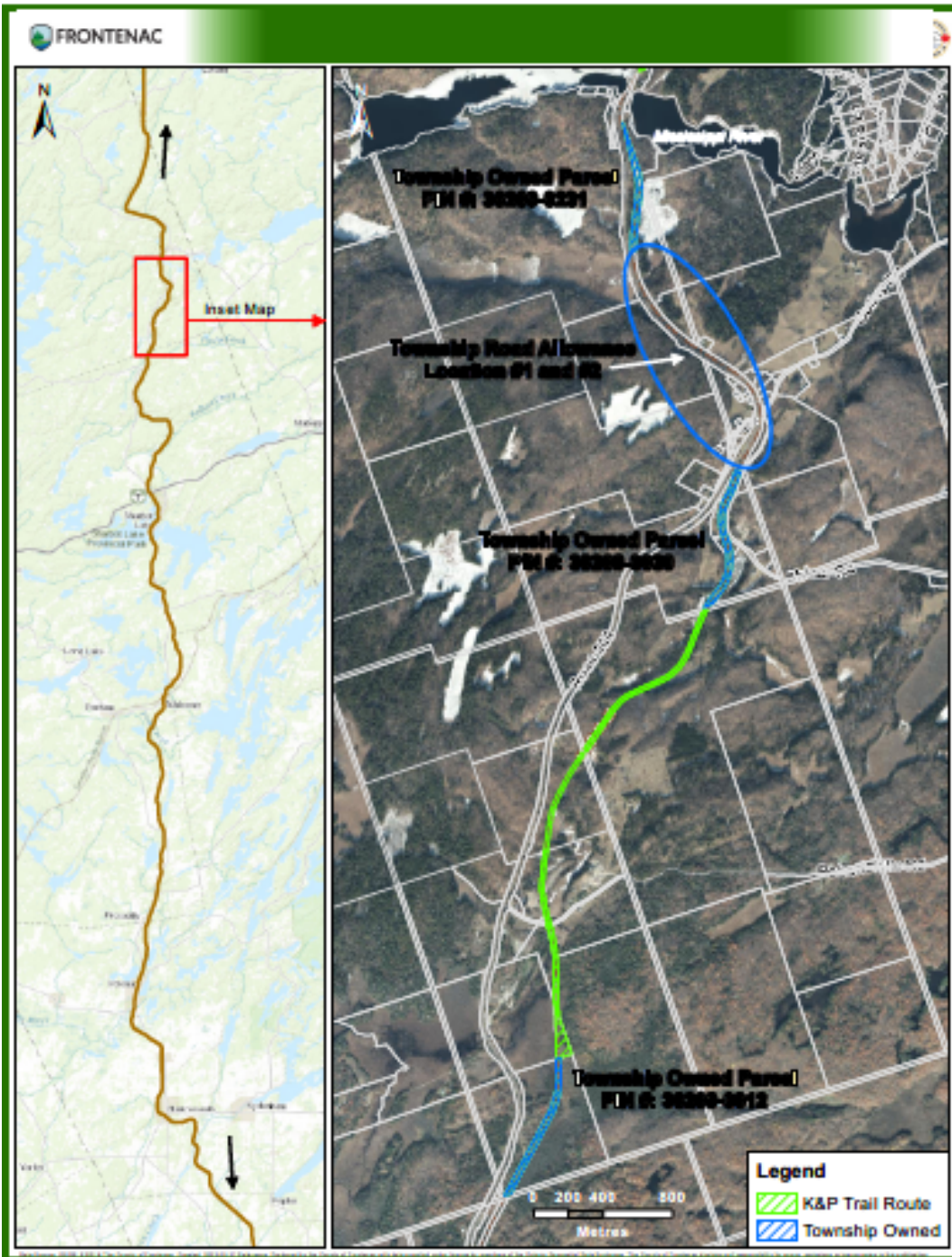
PIN 36209-0012;

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.

Carried



Researched By:

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

Comments:

For some of the parcels needing to be transferred from the Township to the County, a registered survey was required. On May 14, 2025, Phil Chitty, Ontario Land Surveyor (OLS), provided the following comments to Kevin Farrell, CAO and Richard Allen, Manager of Economic Development, County of Frontenac:

"Please see the attached draft reference plan for your review.

Essentially, PART 1 is the portion of the old railway, and PART 2 is the portion of the Road Allowance between Concessions 9 and 10, which to the best of our knowledge has not been closed."

**PLAN of SURVEY of
PART OF LOTS 9 & 10, CONCESSION 9,
AND PART OF ROAD ALLOWANCE BETWEEN
CONCESSIONS 9 & 10**

Geographic Township of Palmerston
TOWNSHIP OF NORTH FRONTENAC

COUNTY of FRONTENAC

SCALE = 1:1000



HOPKINS CHITTY LAND SURVEYORS INC.

-2025-

THE INTENDED PLOT SIZE OF THIS PLAN IS 610MM IN WIDTH
BY 1067MM IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000



9

CONCESSION

LOT 9

LOT 10

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES AND THE REGISTRY ACT.	PLAN 13R-
	RECEIVED AND DEPOSITED
DATE: <u>MAY 6, 2025</u>	DATE: _____
	SIGNATURE: _____
	REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES AND THE REGISTRY DIVISION OF FRONTENAC (No. 13)
JURGEN ISMAILI ONTARIO LAND SURVEYOR	

REGISTRY SCHEDULE				
PART	LOT	CON.	PLAN No.	INSTRUMENT
1	Parts of 9 & 10	9	36209-0231 (R)	FR800007

LAND TITLES SCHEDULE		
PART	DESCRIPTION	PLAN No.
2	Part of Road Allowance Between Concessions 9 & 10	All of 36209-0483 (LT)

OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS OBSERVATIONS USING PHOTONIC POINT POSITIONING (PPP) SERVICE, THE JOHN W. MAHON (CORS) (0010)		
POINT ID	NORTHING	EASTING
ORP A	4978851.69	388918.83
ORP B	4977182.58	388944.77

COORDINATES TO METRIC ACCURACY PER SEC. 14(2) OF O. REG. 216/10

COORDINATES CANNOT, BY THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

BEARINGS ARE UTM GRID, DERIVED FROM MULTIPLE REAL TIME KINEMATIC (RTK) OBSERVATIONS FROM MONUMENT 'A' TO 'B', UTM ZONE 18 (18° WEST LONGITUDE) KRAMB (0010) (0010).

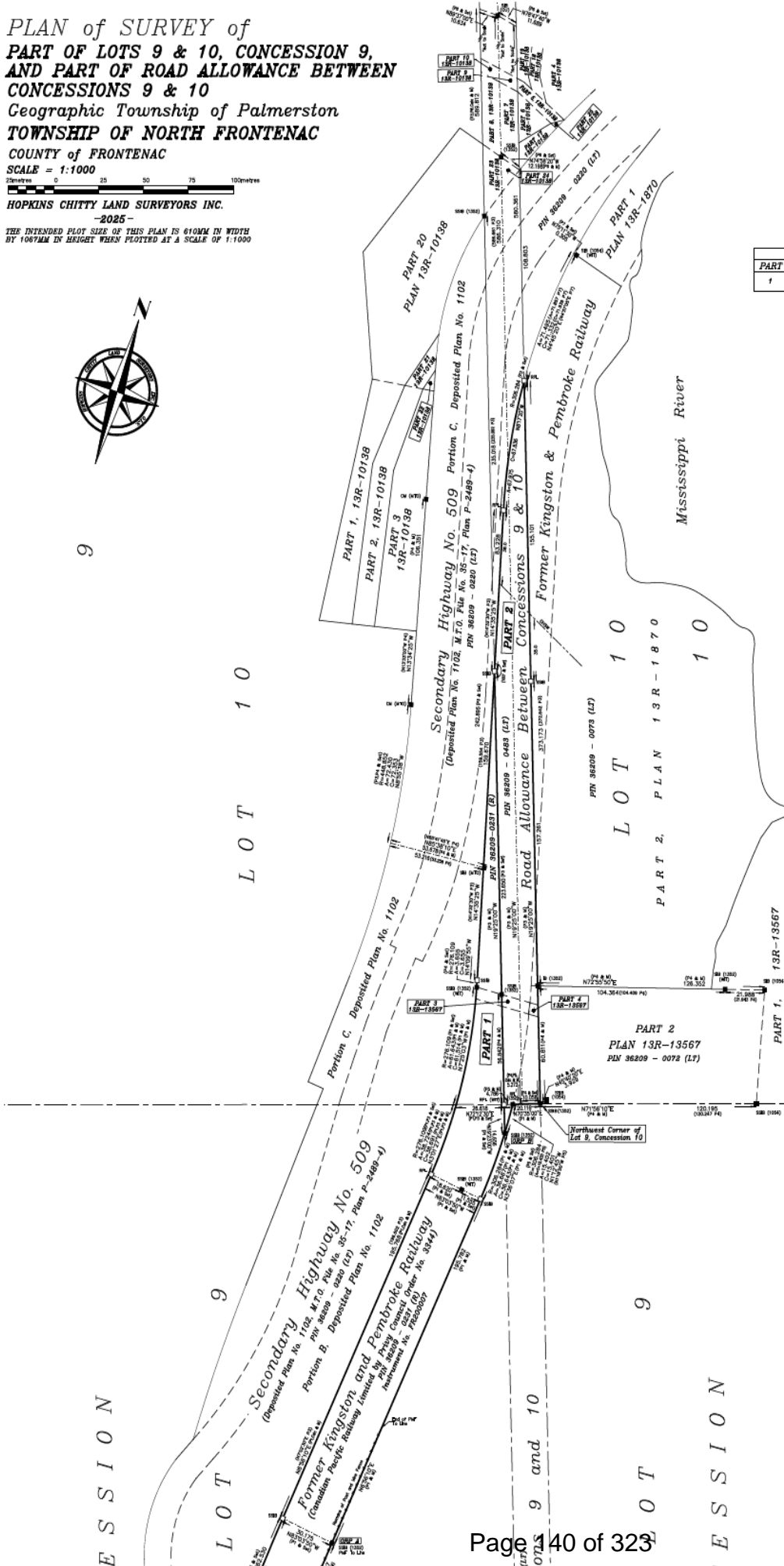
FOR BEARING COMPARISONS, A ROTATION OF 1°16'00" CLOCKWISE WAS APPLIED TO BEARINGS ON (P1), (P2), (P3), (P4), (P6) AND (P7).

FOR BEARING COMPARISONS, A ROTATION OF 1°03'30" CLOCKWISE WAS APPLIED TO BEARINGS ON (P5).

DISTANCES ARE QUOTED AND CAN BE CONVERTED TO METERS BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99999108.

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

- LEGEND:**
- SSM - Splayed Flashed Survey Monument
 - SM - Flashed Survey Monument
 - SB - Flashed Iron Bar
 - SSB - Short Standard Iron Bar
 - IB - Iron Bar
 - IRB - Iron Bar (round)
 - RP - Rock Plug
 - RP2 - Rock Plug
 - W - Witness
 - W2 - Witness
 - W3 - Witness
 - W4 - Witness
 - W5 - Witness
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In order to complete the transfer to the County, North Frontenac Council must pass a By-law to stop-up, close and transfer the Road Allowance. Section 4 (a) General Provisions, of the Policy for the Sale and Disposition of Land provides:

"The sale of land to the following public bodies is exempt from the process:

i. A Municipality".

Based on this Section of the Township's Policy,

an application to close the Road Allowance, public notice, etc. is not required. It should be noted that the Road Allowance will be owned by the County and used as a trail therefore the public will continue to have access over the property. Council can choose to follow the process for the closure of road allowances.

If Council does not have any concerns with the closure and transfer of the road allowance using the exemption in the Policy, a By-law will be prepared for Council's consideration at a future Council Meeting when the required documents have been provided.

Financial Impact:

There are no financial implications. The County of Frontenac has agreed to cover the legal and survey costs for the transfer of Township properties that form part of the K&P Trail.

Strategic Implications:

Vibrant and Inclusive Community - Continued provision of safe, efficient, enhanced recreation facilities, trails and parks.

To: Mayor and Members of Council
From: Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager
Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Approved by:
Date of Meeting: 10 Jul 2025
Re: 2025 OACA Conference - May 11-14, 2025

Recommendation:

Be It Resolved That Council receives for information the Deputy Clerk/Assistant to the Planning Manager and Clerk/Planning Manager's Administrative Report entitled "2025 OACA Conference - May 11-14, 2025".

Background:

The 2025 Ontario Association of Committee of Adjustment (OACA) Conference was held in Blue Mountain from May 11th to May 14th, 2025.

Researched By:

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

Comments:

A summary of the sessions attended over the course of two days:

Survey Plans Demystified: A Practical Guide

This seminar provided an overview of Registered Surveys and methodology. We reviewed the various boundary dimensions (metric, imperial, decimal feet and chains). The presenter discussed how survey monuments have changed and how to identify them on the registered plan. Other topics included how structures are shown on a survey; encroachments onto neighbouring properties and the legal information included on the survey (i.e. property description). There was a general discussion regarding easements, a typically complicated topic. The presenter noted an easement should be described in an instrument and registered with the Registry. However he noted an unregistered easement could be historical in nature and may not be registered. The presenter noted any legal documents connected to the Registry Office would be shown on the survey.

A property owner may request a Surveyor's Real Property Report (SRPR), often used for real estate transactions or zoning compliance. The presenter noted these are private documents, not registered with the Land Registry Office. The SRPR will show existing structures, not any proposed structures.

Ask a Expert: Lawyer Edition

Questions were submitted ahead of the conference to be reviewed by Aaron Pratt, Partner with Loopstra Nixon

When a Lot Addition is added to a Parcel created by consent

- When the proposed lot addition is merged with the benefitting lot created through the consent process, the original consent should be cancelled
- If the original consent is not cancelled, the lots will not merge in title
- The lot subject to the original consent could be conveyed separately, creating an "orphaned" parcel

Comments from Other Departments regarding Planning Applications

- It is important to carefully consider the recommendations provided and determine if they are appropriate to the proposed development
- Design criteria may be suggested to be incorporated that would not typically be approved, even through Site Plan Control
- The Committee should look at the relationship between the relief requested through the planning application and conditions imposed.

Difference between Non-conforming and Non-complying

- Non-conforming: the use was legal at the time of construction/creation
- Non-complying: the existing structures don't meet the current zoning standards

The terms are often used interchangeably; however using the terms in a specific context provides clarity to the applicant and public.

Multiple Consents registered under one deed

A certificate is like a "permission slip", allowing the separation of a parcel. The transaction to transfer the titles must be completed within two years, with each lot conveyed to a different owner. If this does not happen, the consent will not occur.

Mechanism to tie parcels together

A restrictive covenant can be registered against the property to prevent the transfer of one lot without the other lot. This also acts as a flag on the parcel registration identifying a potential issue with the lot.

Cancellation Certificate

- Will the cancellation of the consent have any impact on an existing Right-of-Way (ROW)? The ROW may be required to provide access to another parcel.
- A separate certificate of official can be issued for each new parcel and the ROW

Can the Committee approve a variance outside the Zoning By-law?

The decision of the Committee must reflect that the proposed development meets the four tests under Section 45(1) of the Planning Act. A By-law would be adopted by Council providing powers to the Committee to approve minor variances; with the By-law setting out the subject by-laws. The By-law subject to the variance application must implement an Official Plan policy or relate to the Official Plan.

Changing/Modifying Boundaries of an Approved Consent

The Planning Act was amended in 2022 to permit an applicant to amend the proposed development prior to approval. Section 53(23) of the Act provides that the conditions of a provisional consent may be changed "at any time before consent is given". This has been interpreted to mean prior to the issuance of the Certificate of Official. It should be noted that Notice may be required and the changes may be subject to appeal. Consideration should be given in the event the proposed changes cause additional changes or result in new conditions.

Ask an Expert: Secretary-Treasurer Edition

Questions were submitted ahead of the conference to be reviewed by Jennifer Strong, Planner/Assistant Secretary-Treasurer, Township of Ramara; and Trista Di Lullo, ASCT, City of Guelph

Circulation of Deferral of an Application

- The Secretary is not obligated to circulate Notice of Deferral; however this is dependent on municipal procedures
- How transparent do you want to be?
- If there is going to be a substantial length of time between meetings, it may be beneficial to provide the information regarding the deferral to the public

Validation of Title

This tool is used to correct a problem with a deed. It addresses a historical mistake on title and can be used as a technical severance to reinstate a property when boundaries have inadvertently merged.

Can Committees go into Closed Meetings?

Committee meetings should always be made in open session to ensure hearings, provide the applicant their due process and maintain an open, transparent process. It was noted the Committee can go into Closed under provisions set out under the Municipal Act; however it is not advised.

Maintaining Control of Meetings

The Committee's Procedural Policy should establish time limits for members of the public who wish to speak regarding a planning application. The Chair should establish control and ensure "Point of Order" is adhered to.

Cancellation Certificate

Section 53(45) sets out the provisions to cancel a consent; which in effect erases a severance created through the consent process. The Committee must ensure the cancellation does not create a non-complying lot (i.e. two dwellings on a waterfront lot).

Drafting Enforceable Conditions in Committee of Adjustment Decisions

The Ontario Land Tribunal (OLT) describes the Committee's decision making as "discretionary and wide ranging", with broad power to tailor decisions. Time limits on conditions are permitted and have been supported by the OLT. The Committee should consider if the decision imposes a condition that meets planning justification. If the condition is unrelatable and unreasonable, the condition could be considered unenforceable. The Committee must show a reasonable relationship and be careful to not impose conditions extending beyond the subject site.

With respect to consent conditions, does the condition unfairly burden the property owner to benefit the general public? A condition cannot be used as a bargaining tool for private benefit (i.e. expropriation). There should be consideration as to how the conditions going to be enforced. Is there an ability to monitor? Could the condition be better dealt with through Site Plan Control?

With Bill 17 recently passed including provisions around studies, staff can only request studies identified within the Official Plan. When it's not possible to have a condition met, a lawyer's undertaking is an option, and can be a powerful tool.

Five Ways to Boost Citizen Engagement

- There is an increase in time spent by the public on digital media
- Mobile is the access point; should be what we consider first
- Younger demographic is consuming information through Tik Tok, You Tube and other visual media
- How to connect the dots? Make the issue more relatable, establish a common ground?

There was interesting discussion about how to engage the public and encourage them to get involved in the planning process. Many attendees faced the same problems as North Frontenac with respect to public engagement. My take away was to look for ways to make the planning applications more accessible to the public (i.e. QR codes on marking cards, use of Township Social Media for Notices). While we continue to have a larger senior population, the use of electronic media as a news source is becoming more prevalent.

Variations to Permitted Uses: When is a Proposed New Use "Minor"?

This session provided many historical case studies regarding the whether a proposal should be considered minor. While the presenter understood the case law, this was not a very engaging session. There was limited discussion and I did not feel the material applied to the type of planning applications our Committee considers.

Networking Session for Secretary-Treasurers

This was a new session, which brought together Secretary-Treasurers from across the province for round table discussions about their experiences. This was the highlight of the conference for me. While there were varied backgrounds and positions, we have similar experiences with the public and planning process. It was very helpful to hear others talk about challenging decisions and exchange ideas.

Granting Consents - Case Law and Statute Update

The following should be considered when considering a consent application:

- Staff report(s)
- Planning Act
- Provincial Policy Statement
- Official Plan Policies

On occasion the Committee may want to make a decision that is contrary to staff recommendations. The reasons could include disagreeing with the analysis, identification of an issue that the analysis didn't raise or a non-planning reason. If the Committee goes against the staff recommendation there may be a risk of an appeal, an incorrect decision, ratepayer or staff concerns.

If the decision is appealed the municipality will need to provide planning evidence to the Ontario Land Tribunal (OLT). This will need to be done by an independent planner who supports the Committee's opinion. When a decision is appealed, the hearing "de nova" which means a brand hearing with the evidence presented to the OLT and may be different than what was provided to the Committee.

It was noted the Committee must make decisions based on planning grounds. They should ask questions of staff and the applicant. They may choose to defer the application to gather more information or request staff to complete further research. If there are concerns with the policies, they may want to recommend to Council the policies be reviewed.

Committee decisions can no longer be appealed by third parties. Applicants can appeal the decision if it is refused by the Committee. The removal of third party appeals has led to OLT cases proceeding more quickly.

Four Tests vs. Red Herrings

The speaker provided an overview of the Sokolski v. Toronto case. Through the case, it was determined the following are only as aid in determining whether the application is desirable and minor and are not additional tests:

- A hardship based upon unusual conditions in the size, shape, topography or orientation of the property.
- The unusual conditions which may be peculiar on the property in question or to not more than a few properties in the zoning district.
- The hardship must be on the property itself.
- The hardship must not have been self created.
- A literal application of the regulation would deprive the owner of a reasonable use of the property.

It was noted that some properties may not be suitable for some developments and the property owner may not be able to have the use they desire on the particular property.

A red herring is something that misleads or distracts from a relevant or important question.

Committees are often faced with these when hearing comments on an application. These include:

- Unrelated Neighbourhood Complaints
- "New" uses can be approved by the Committee if the use is minor in relation to the permitted uses.
- Abuse of process - applicants make repeated applications for the same proposal
- Hardship - applicants will often try and include this as part of the support for their application.
- Imposition of conditions - must be reasonable and related to the variance requested.

Navigating Section 53: A Guide to the Consent Process

This was an open discussion on the consent process and situations experienced by Committee members and staff. There was a lot of discussion about inadvertent mergers and how different municipalities were dealing with these cases. Some have policies in their Official Plans that provide direction on how these mergers can be addressed and in some cases an application for a validation of title. Some municipalities provide a certificate for the retained lands to ensure there will not be an inadvertent merger in the future. The legislation has changed to avoid inadvertent mergers if one of the property owners passes away.

It's a Committee of Adjustment not a Committee of Approval: Navigating Difficult Hearings

It was noted many municipalities are seeing an increase in difficult hearings. There were some reasons identified for this including the increase in intensification, Provincial changes to legislation that impact planning, the need for more housing, and the loss of decorum in meetings. Some tips for dealing with difficult hearings are noted below.

Be prepared by carefully reviewing the application and taking notes, visit the location if necessary to understand the proposal, read all comments from the applicant and public, read all staff reports, and looking at the impact on neighbouring properties. If you have specific questions for staff it was recommended you send these to them prior to the hearing to allow them to complete the necessary research.

Some tips for the hearing include:

- Arrive early to the meeting.
- Discuss potential changes to the agenda to deal with less controversial or time consuming applications first.
- Set the tone and adjust the opening remarks if necessary
- Reiterate the rules of decorum and that breaking the rules will not be tolerated.
- Stick to time limits.
- Take notes and ask for clarification when necessary.

Financial Impact:

Registration Fee: (\$910.75 x 2)	\$1,821.50
Conference Advance & Per Diem: (\$300 x 2) (does not include employee's regular salary)	\$ 600.00
Accommodations: (\$675.26 x 2)	\$1,350.52
Parking:	\$ 61.06
Mileage:	Twsp car
Other Municipal Expenses (Internet, Phone, etc.):	
Total:	\$3,833.08
All amounts listed include HST at 1.76% only (being the non-recoverable portion).	

Strategic Implications:

None.

To: Mayor and Members of Council
From: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M.
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 10 Jul 2025
Re: Shore Road Allowance Application for Approval in Principle – Dean

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 – Dean”;

And That Council approves in principle the Application to close, stop up and sell part of the Shore Road Allowance described as Part Lot 25, Concession 8, geographic Township of Barrie Part 1 on Registered Plan 13R-23307 (Marble Lake).

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 2025-02 – 1429 Cannon Trail:

- 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
Marnie Geerlinks, Administrative Assistant

Comments:

The Municipal Road Allowance Inspector’s Inspection Form dated June 27, 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.
- there are no Township roads in close proximity that may be affected by the proposed road closure.

The survey of the subject property (Figure A); an aerial photo showing subject property (Figure B) and Municipal Inspector's sketch (Figure C) are shown below:

Figure A

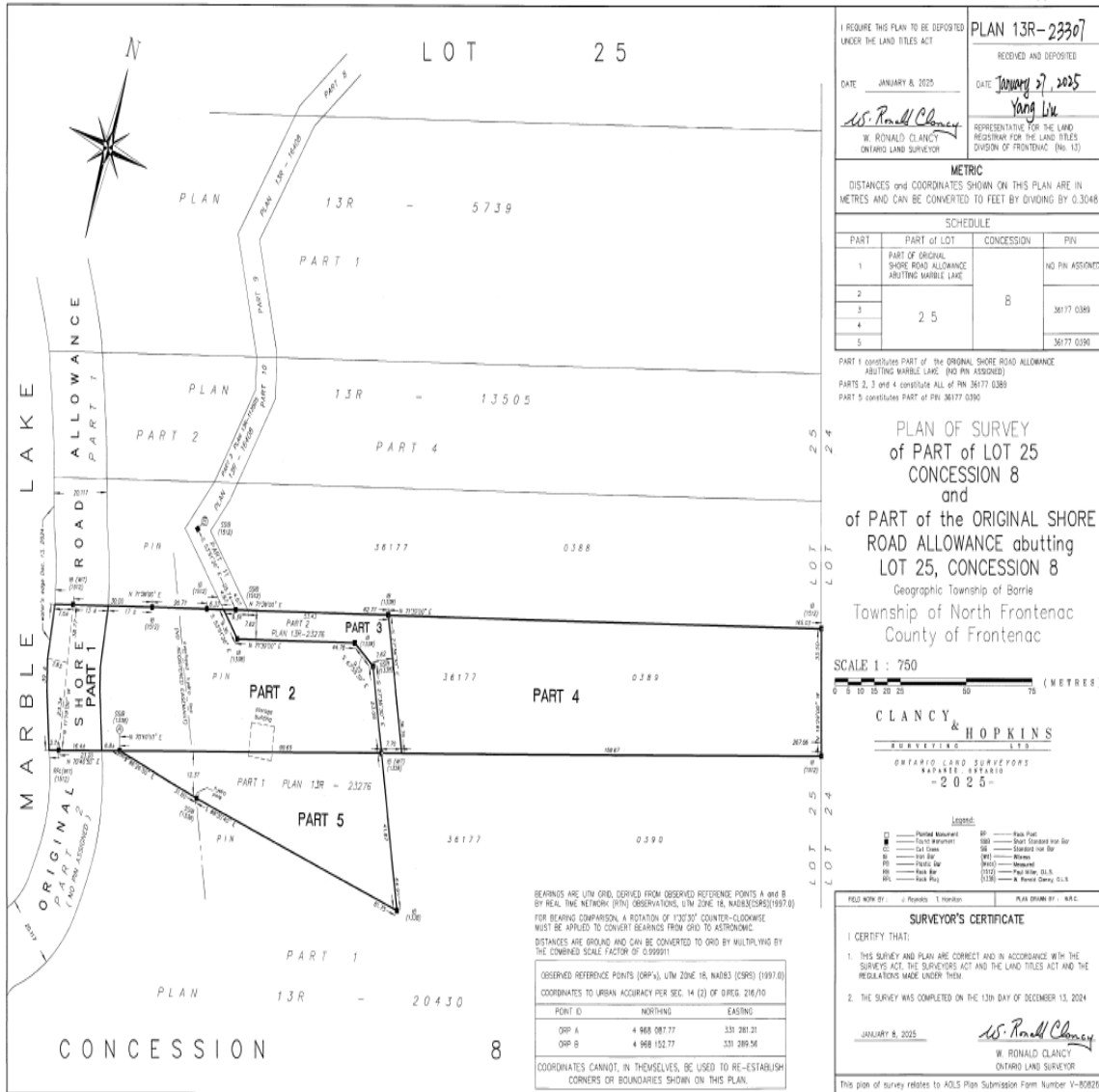
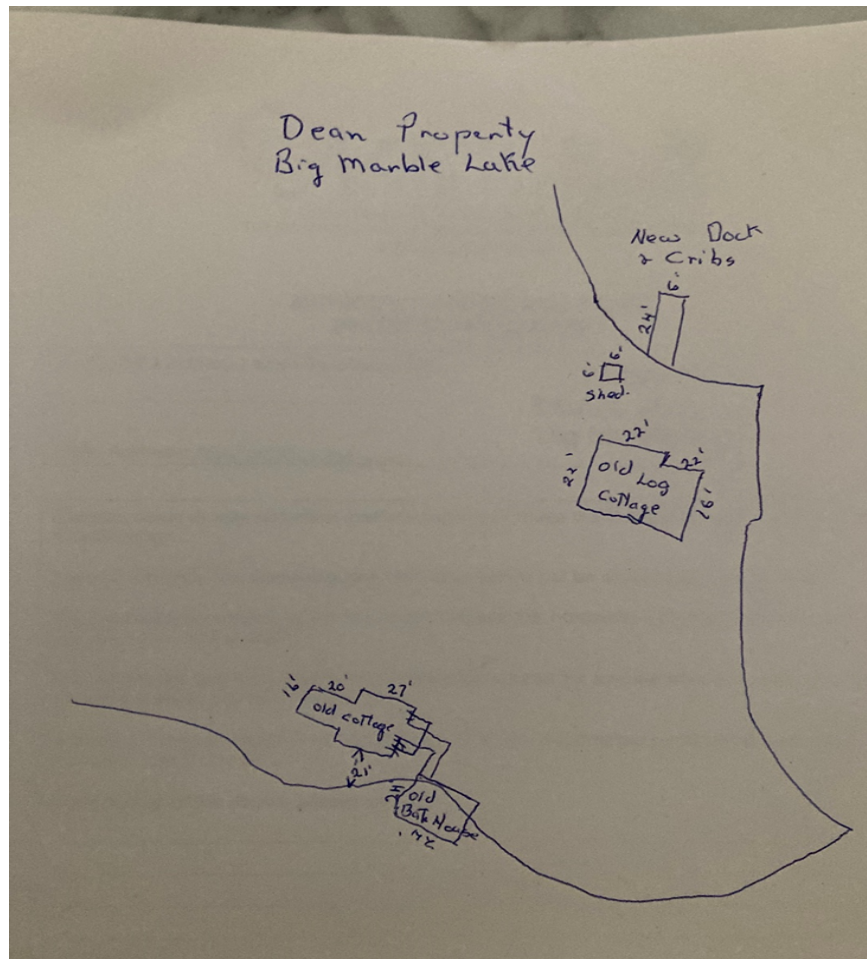


Figure B



Figure C



Financial Impact:

The Applicant provided the Administrative Fee of \$1,200 + HST at the time of submitting the Application.

Strategic Implications:

None.

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: 10 Jul 2025
Re: Assumption of a Portion of Mountain Road to Correct the Title of Properties

Recommendation:

Be It Resolved That Council receives for information the Public Works Manger's and the Clerk/Planning Manager's Administrative Report entitled "Assumption of a Portion of Mountain Road to Correct the Title of Properties";

And That Council receives the request from the Solicitor for Barry and Marie Tooley and Gina and Richard Kellar providing the history of the properties and the need to have a registerable legal description to correct the respective titles;

And That Council is agreeable to accepting title to the portion of Mountain Road through Lot 11 and Lot 12, North East Range, geographic Township of Miller provided the road is surveyed to a width of 20 metres (66 feet) at the expense of the property owners;

And That Council approves paying the legal fees for the preparation of the Transfer, registering the Transfer and By-law and Law Society Fees, and miscellaneous disbursement at an estimated cost of \$1,000. All legal work completed by the Township's Solicitor for Sherriff Certificates, Mortgage Discharges, Appraisals, and any unforeseen title issues shall be covered by the property owners;

And That Council instructs the Treasurer to transfer the Township's legal costs associated with the property transfer, including preparation of the Transfer, title search and registering the By-law from the Contingency Reserve Fund;

And That Council authorizes the Mayor and Clerk to sign the Transfer for this portion of the Road Allowance and Council will consider a By-law at a future meeting to assume this portion of Mountain Road;

And That Council approves the Clerk signing an Undertaking prepared by the property owner's solicitor advising Council will pass the necessary By-laws to dedicate the portion of Mountain Road identified on the required survey as public highways once the property is transferred.

Background:

As per Section 31 (2) of the Municipal Act:

"After January 1, 2003, land may only become a highway by virtue of a by-law establishing the highway and not by the activities of the municipality or any other person in relation to the land, including the spending of public money."

As per Section 26 of the Municipal Act, 2001, all highways that existed on December 31, 2002 are highways unless they have been closed. Therefore any road where the Municipality has expended money on the creation and maintenance of the road prior to 2003 is considered a Municipal Road. In

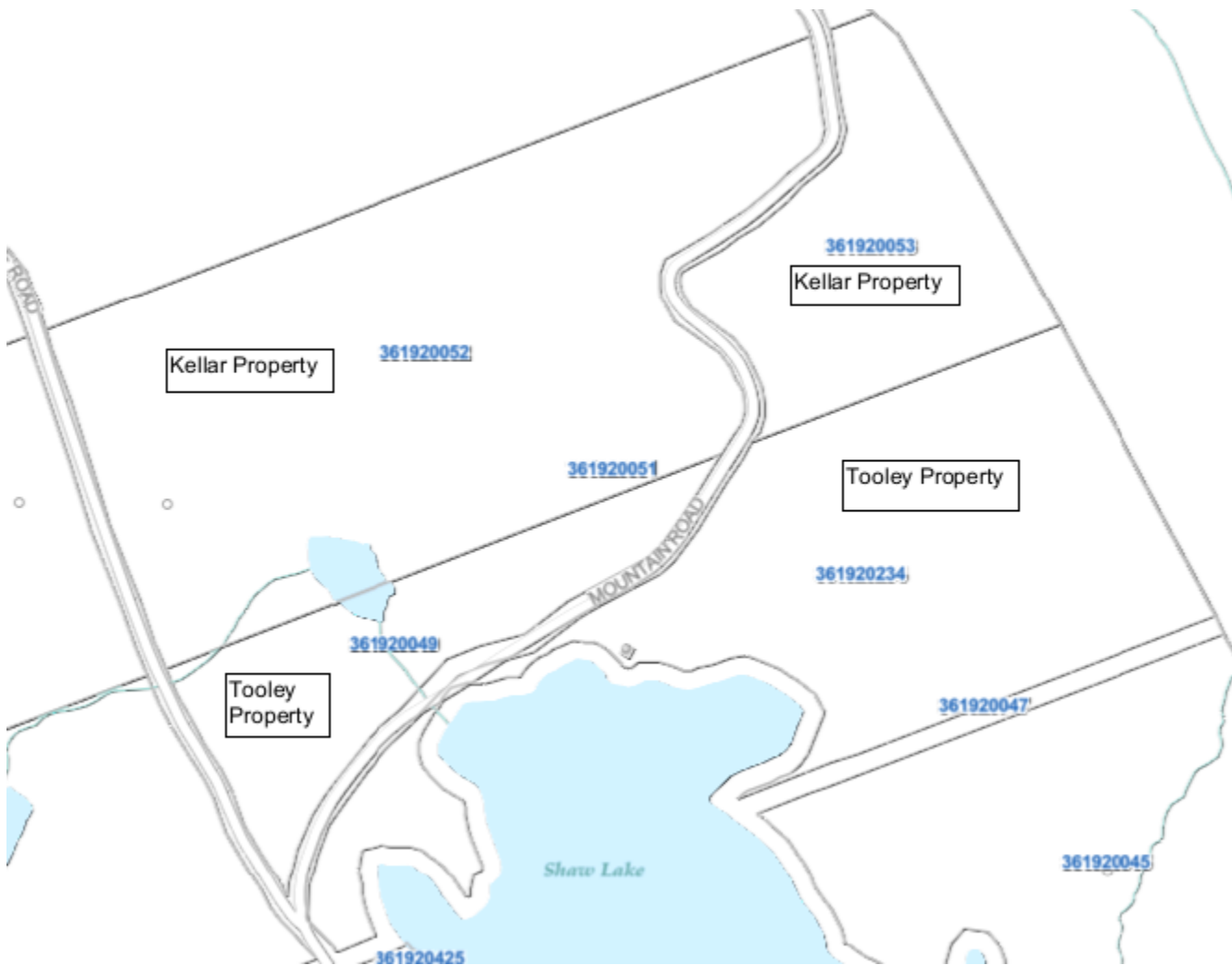
order for any road which is not identified (given a PIN number) to be recognized it must be surveyed. Once surveyed, the road may be transferred from the property owner to the Municipality.

Researched By:

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

Comments:

The Township received a letter dated May 27, 2025 from Robert Tchegus, Solicitor for Barry and Marie Tooley and Gina and Richard Kellar requesting to transfer a portion of Mountain Road that bisects their properties to the Township to correct their titles. They are requesting the Township survey the road at 66 feet (20 metres) and then the Tooleys and the Kellars will transfer Mountain Road to the Township for nominal consideration.



Mountain Road is included in By-law #89-13 Level of Service Policy and is maintained by the Township for 14 kilometres.

The Township has considered several of these requests in the past few years and Council has agreed to take title to the road provided the road is surveyed at 66 feet (20 metres) and the cost of

surveying is covered by the property owner(s). The Township has been responsible for the legal costs associated with the property transfer (i.e. preparation of deeds, title search, registration of Transfer and By-law, etc.). It is also recommended Council provide a written Undertaking to provide assurance to the property owner that after the land is transferred the necessary By-laws dedicating the lands as public highways will be passed.

The transfer of Mountain Road benefits the property owners more than it benefits the Township. The transfer of the road will correct the title for these properties and will create a natural severance on each of the respective properties. It is recommended the process followed in the other cases be used for this one as well.

Financial Impact:

The survey cost will be paid by the property owner. The legal fees will be taken from the Contingency Reserve Fund. As per the 2025 Budget the Operating Contingency Reserve has an estimated year-end balance of \$1,161,089.

As we receive requests and inquiries regarding Forced Road transfers regularly an estimate was requested from the Solicitor for these. The estimate provided by the Solicitor to complete the work is as follows:

- Fee for preparation of Transfer and Application to register By-law - \$500.00
- Registration of the Transfer and By-law (2 registrations at \$78.79 each) - \$157.58
- Law Society Levy - \$65.00
- Sheriff Certificate (if required) - \$12.15 per name
- If there is/are a mortgage(s) on title to the lands, we would charge \$250.00 for each partial discharge of mortgage that we would have to write the banks for. The registration of each partial discharge of title would be \$78.79.
- Miscellaneous Disbursements – title search, PIN abstracts, etc.

As well, we have had banks request appraisals of the lands before they'll sign partial discharges. It doesn't happen often, but it has happened in the past.

The above noted is a rough estimate only, assuming the transfer is straight forward. Should the lands still be in the registry system for whatever reason or should any unforeseen issues arise, the fees/disbursements charge may change accordingly.

Strategic Implications:

Sustainable Core Services

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: 10 Jul 2025
Re: 2025 Automatic Aid Agreement Between Central Frontenac and North Frontenac

Recommendation:

Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief's Administrative Report entitled "2025 Automatic Aid Agreement between Central Frontenac and North Frontenac";

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

And That Council instructs the Treasurer to transfer any expenses for the Automatic Aid Agreement for 2025 from the Emergency Services Reserve Fund;

And That Council requests the Mayor to incorporate the stand-by fee into future year budgets until such time it is no longer required.

Background:

On June 12, 2025, Council passed resolution #185-25 which stated:

Be It Resolved That Council receives for information the Director of Emergency Services/Fire Chief's Administrative Report entitled "2025 Automatic Aid Agreement between Central Frontenac and North Frontenac";

And That Council directs the Fire Chief to negotiate with Central Frontenac and provide recommendations to Council at an upcoming meeting for consideration.

Researched By:

Adam Robinson, Director of Emergency Services, Fire Chief (DESFC)

Comments:

Since the passing of resolution #185-25, an Agreement for Automatic Aid has been prepared for both North Frontenac and Central Frontenac Council's consideration. The Fire Chiefs from North and Central Frontenac have consulted on the Agreement and believe this proposal will provide the residents of North Frontenac an effective and appropriate level of protection as defined in the Agreement while we work at recruitment of Firefighters for the Snow Road Station. (Attachment #1)

The proposed Agreement provides for the protection of residents in the hamlet and areas surrounding Snow Road Station with Automatic Aid for structure fires, medical emergencies, motor vehicle collisions and wildland fires. Central Frontenac will provide Fire Protection Services under the Automatic Aid Agreement, to North Frontenac Response Atoms, 202 and 203, as defined in the map in Schedule "B".

The proposed Automatic Aid Agreement also continues to provide the residents and visitors to North Frontenac in Wards 1, 2 and 3 with Ice Water Rescue, as directed in the Township's Fire Master Plan. (Schedule "C")

Financial Impact:

The draft Agreement provides for an annual standby fee of ten thousand dollars (\$10,000) for structure fires, medical emergencies, motor vehicle collisions, and wildland fires in North Frontenac Response Atoms 202 and 203 (no stand-by for ice water rescue at this time). Additionally the Agreement includes fees for response based on Ministry of Transportation (MTO) Standards as amended. Currently the MTO rate for 2025 is \$559.86 per hour which is amended on an annual basis.

The stand by fee will be prorated for 2025 from the date of signing the Agreement. To be funded from the Emergency Services Reserve Fund with an estimated year-end balance of \$345,175 based on 2025 Budget as approved by Council.

Attachments:

[Automatic Aid Agreement draft 2025](#)

Automatic Aid Agreement

This Agreement made in duplicate this _____ day of _____, 2025,

Between

The Corporation of The Township of Central Frontenac

(Hereinafter called the "Central Frontenac")

Of the First Part

and

The Corporation of The Township of North Frontenac

(Hereinafter called the "North Frontenac")

Of the Second Part

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

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

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

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

1. Introduction

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

- a. Ensure the closest fire station immediately responds to an emergency, irrespective of existing municipal boundaries;
- b. Assemble an adequate fire attack crew. This crew may be made up of personnel and equipment from two or more Fire Stations;

- c. Provide equipment and personnel, particularly at the boundaries of municipalities, where protection may be otherwise limited.
- d. Receive special services not provided by the municipality from another Fire Department.

2. Definitions:

In this Agreement, unless the context otherwise requires,

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

3. Fire Area

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

4. Fire Protection Services

1. Central Frontenac will supply Fire Protection Services for responses to Structure Fires, Medical Emergencies, Motor Vehicle Collisions, and Wildland Fires to all the properties and residents situated within the *Fire Area* (Schedule “B”, Atoms 202 & 203) upon request as follows:

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

cases the Fire Chief or Designate may summon assistance in accordance with Section 4. (b).

2. Central Frontenac will supply Fire Protection Services for responses to Ice Water Rescues, to all the properties and residents situated within North Frontenac (Schedule "C") upon request as follows

- e. Fire apparatus and personnel will respond to Ice Rescue occurrences in the Fire Area in a like manner as if the response were in Central Frontenac during the period between November 1 and April 30;
- f. Should the first on scene Fire Chief or Designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the Fire Area, such assistance may be summoned by that Fire Chief or Designate from either municipality;
- g. The Fire Chief or Designate receiving a request for assistance may refuse to supply the resources requested if response personnel, apparatus or equipment are required in Home Fire Department area, or elsewhere, under the provisions of existing Mutual Aid Agreements or for another Occurrence within either Central Frontenac or North Frontenac;
- h. The Fire Chief or Designate may order the return of such personnel, apparatus or equipment that is responding to or is at the scene of an Occurrence in the Fire Area. In such cases the Fire Chief or Designate may summon assistance in accordance with Section 4. (b).

5. Municipal Responsibility

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

6. Incident Command

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

7. Liability

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

8. Insurance

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

- b. Include a provision for Thirty (30) days' notice of cancellation except for Automobile insurance shall which shall provide fifteen (15) day notice of cancellation.
- h. Primary Coverage: The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
- i. Certificate of Insurance: The proponent's shall provide a Certificate of Insurance evidencing coverage in force at least ten (10) days prior to contract commencement.

9. Payment

- a. North Frontenac shall retain their respective rights as the Home Fire Department to be responsible for all fees, fines, charges, and bills that are assessed or collected from properties and owners for incidents occurring within their jurisdiction.
- b. Each party to this Agreement shall be solely responsible for the wages, benefits and other payments to their respective Fire Department employees and volunteers responding to any Fire Protection Services rendered under this Agreement.
- c. In consideration of the fire protection services undertaken by Central Frontenac, to be provided in the fire response area, North Frontenac shall pay Central Frontenac a rate of Ten Thousand Dollars (\$10,000.00) annually as a stand-by fee.
- d. The North Frontenac Fire Department shall also reimburse Central Frontenac for responses to structure fires, medical emergencies, motor vehicle collisions, wildland fires and ice water rescue provided per this Agreement, based on the current Ministry of Transportation rates to Fire Department responses to provincial highways.
- e. Central Frontenac shall submit itemized invoices to North Frontenac at the end of each calendar month and allow for payment to be made under the terms "Net thirty (30) days" from the date of submission.

10. Termination and Amendments

- a) This Agreement shall be in force for a period of two (2) years, with an option to extend an additional two (2) years, commencing on the date of passing of a by-law authorizing the agreement by both municipalities.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 10a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.

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

11. Notice

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

To Central Frontenac:

Township of Central Frontenac
Attention Fire Chief
1084 Elizabeth Street
Sharbot Lake, ON
K0H 2P0
Tel: 613-279-2935
Email: grobinson@centalfrontenac.com

To North Frontenac:

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

12. Severability

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

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

The Corporation of the Township of Central Frontenac

Francis Smith
Mayor

Cathy MacMunn
Clerk Administrator

The Corporation of the Township of North Frontenac

Gerry Lichty
Mayor

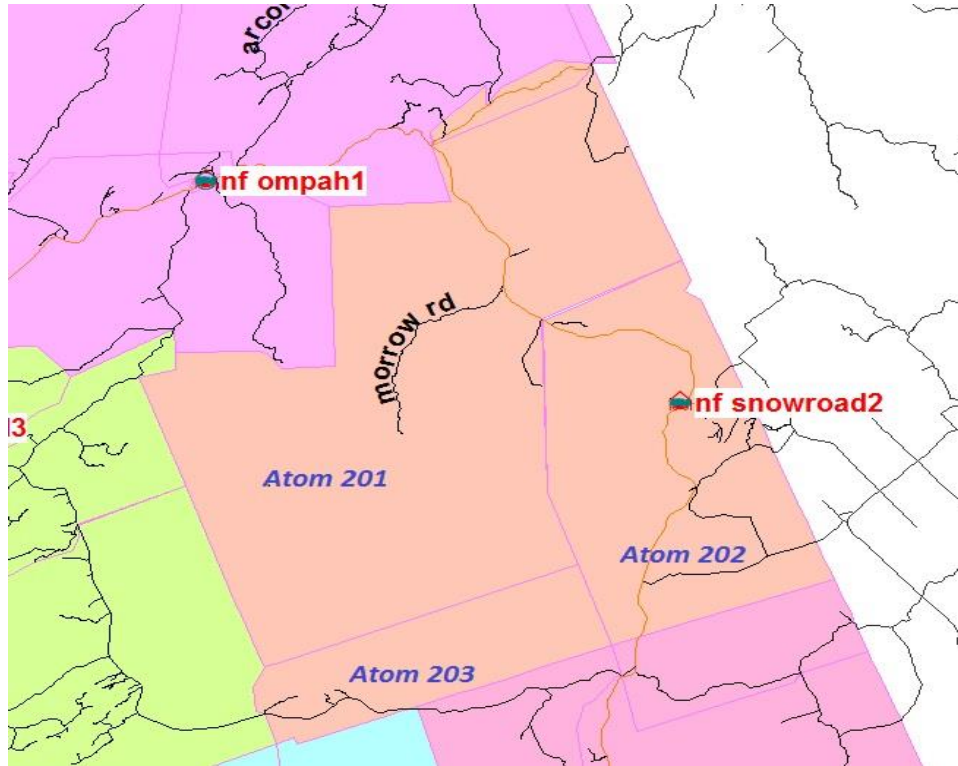
Tara Mieske
Clerk

DRAFT

Schedule "A"

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

Schedule "B"



Township of North Frontenac
Snow Road

Schedule "C"

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

To: Mayor and Members of Council
From: Adam Robinson, Director of Emergency Management / Fire Chief
Approved by:
Date of Meeting: 10 Jul 2025
Re: Proposed 2025 Automatic Aid Agreement Between Greater Madawaska Township and North Frontenac Township

Recommendation:

Be It Resolved That Council receives for information the Director of Emergency Services, Fire Chief's Administrative Report entitled " Proposed 2025 Automatic Aid Agreement Between Greater Madawaska Township and North Frontenac Township";

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

And That Council will consider a By-law later in the meeting to authorize the Mayor and Clerk to sign the proposed Agreement with Greater Madawaska Township.

Background:

On June 29, 2023, Council passed Resolution #300-23 which stated:

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

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

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

Researched By:

Adam Robinson, Director of Emergency Services/Fire Chief (DESFC)

Comments:

As the 2023 Agreement has expired, the Township of Greater Madawaska has requested entering into a new Automatic Aid Agreement with a three (3) year term. Greater Madawaska drafted a new Automatic Aid Agreement for Council's consideration (Attachment #1).

Appendix 'A' of the By-law will remain unchanged with the exception of Section 7 'Duration and Amendment.' The previous Agreement had a renewal date of a two (2) year term, whereas, the draft

proposal is requesting a renewal after a three (3) year term, with an option for a two (2) year extension. This is to ensure protection for the response area as defined in Schedule "A" of the Agreement.

Financial Impact:

The 2025 Budget includes \$5,000 (\$3,800 yearly stand-by fee plus calls) for Greater Madawaska Automatic Aid Agreement. The new Agreement is increasing to a stand-by fee to \$5,800 plus calls. This increase will be covered under the current 2025 budget for Contracted Services.

Attachments:

[20250626133037956](#)



TOWNSHIP OF
**GREATER
MADAWASKA**

19 Parnell Street
P.O. Box 180
Calabogie, ON K0J 1H0
Phone: 613-752-2222
Fax: 613-752-2617
www.greatermadawaska.com

June 20, 2025

Tara Mieske
6648 Road 506
Plevna, ON
K0H 2M0

RECEIVED

JUN 26 2025

Twp. of North Frontenac
Ref.....

Re: Automatic Aid Agreement for Fire Services

Please find enclosed two signed copies of the Automatic Aid Agreement for Fire Services, and one signed copy of By-law 42-2025 being a by-law authorizing the Township of Greater Madawaska to enter into the agreement.

Please keep the copy of the by-law for your records.

Please sign and seal both copies of the agreement. Return one copy of the agreement to the Township of Greater Madawaska and keep the second copy for your records.

Thank you,

Robin Emon
Clerk
613-752-2229
clerk@greatermadawaska.com



THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 42-2025

Being a By-Law to Authorize the Township of Greater Madawaska to enter into an Automatic Aid Agreement with the Municipality of North Frontenac

WHEREAS pursuant to Section 20 of the *Municipal Act, 2001*, a Municipality may enter into agreements with one or more municipalities or local bodies, as defined in section 19 of the *Municipal Act, 2001*, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

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

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

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

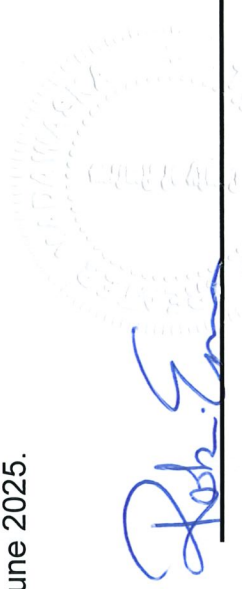
AND THAT this by-law shall come into force and take effect upon final passing thereof.

READ a first and second time this 19th of June 2025.

READ a third time and passed this 19th of June 2025.



Taylor Popkie, Deputy Mayor





Robin Emon, Clerk

Appendix "A"

Automatic Aid Agreement

This Agreement made this 19th day of June, 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 section 2(6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, hereinafter the "Act" authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1(4) of the Act and to provide or receive the initial or supplemental response to fires, rescues, and emergencies;

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

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

1) DEFINITIONS

In this Agreement, unless the context otherwise requires,

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

2) FIRE PROTECTION SERVICES AREA

- a) Greater Madawaska will ensure the provision, except as hereinafter limited or excluded, of fire protection services to North Frontenac in the fire response area as set out in Schedule "A", attached hereto, and forming part of the Agreement.
- b) Greater Madawaska shall employ its apparatus and personnel to respond to occurrences in the fire response area in a like manner as if the response was in the Township of Greater Madawaska.
- c) The fire apparatus and personnel of Greater Madawaska that will respond to occurrences in the fire response area of North Frontenac will be limited to the following:
 - i) Such fire equipment, apparatus, and personnel as deemed necessary by the Fire Chief or designate for the safe and efficient suppression of fire, extrication, and medical assist for paramedics and response, where called to the scene of an occurrence;
 - ii) Such other equipment and apparatus that may be required as a result of typical Fire Department apparatus and equipment not being able to reach the scene of the occurrence due to natural or manmade obstacles.
- d) North Frontenac shall pay to Greater Madawaska its costs incurred for the provision of its services provided for herein, while on response in North Frontenac until Greater Madawaska has returned to a state of readiness and considered in service.
- e) Greater Madawaska shall ensure that where the Fire Department responds to a call in the fire response area of North Frontenac, a copy of the fire report from the area where the fire services were provided is forwarded to the North Frontenac Fire Chief.
- f) Greater Madawaska shall notify at its earliest convenience, North Frontenac of all incidents occurring within the fire response area.

3) FIRE DEPARTMENT AUTHORITY

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

4) TOWNSHIP RESPONSIBILITIES and OBLIGATIONS

- a) North Frontenac shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire response area of

procedures for reporting an emergency and of the services provided by the Fire Department.

- b) North Frontenac shall take whatever action necessary to have the Fire Chief appointed Chief Fire Official of the fire response area, as defined in the *Fire Protection and Prevention Act, 1997*
- c) Greater Madawaska shall notify North Frontenac of its intent to respond or not respond to a call within the fire response area, or having responded to such a call, of its intent to leave the site of the fire or other emergency if fire protection services are still required at the site.

5) PAYMENT

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

6) LIABILITY

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

7) DURATION AND AMENDMENTS

- a) This Agreement shall be in force for a period of three (3) years from date above first mentioned and may be renewed for another period of two (2) 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.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 7a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.
- d) Notwithstanding Section 7a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

8) DISPUTES

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

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

9) SEVERABILITY

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

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

**Corporation of the Township of
Greater Madawaska**

June 19, 2025

Date



Taylor Popkie, Deputy Mayor

June 19, 2025

Date



Robin Emon, Clerk

**Corporation of the Township of North
Frontenac**

Date

Gerry Lichty, Mayor

Date

Tara Mieske, Clerk

Schedule “A”

Automatic aid agreement

Fire Response Area

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

Norcan Lake Lane

Nacron Lane

Victory Lane

Rosie Lane

Heron Way

Mountain Chute Road

Misty Way

Kestrel Way

Penny Lane

Hunt Camp Lane

Schedule “B”

Automatic aid agreement

Arrangement for Payment of Fees

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

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

To: Mayor and Members of Council
From: Brooke Ross, Manager of Community Development, Dipl.M.A.
Brooke Ross, Manager of Community Development, Dipl.M.A.
Approved by: Corey Klatt, Chief Administrative Officer
Date of Meeting: 10 Jul 2025
Re: Donations/Sponsorships for Plevna Rink Project

Recommendation:

Be It Resolved That Council receives for information the Manager of Community Development's Administrative Report entitled "Donations/Sponsorships for Plevna Rink Project";

And That Council approves the Manager of Community Development developing a Plevna Rink Boards Advertising Program and other fundraising initiatives with Community Groups (i.e. potential community dinner) and/or Businesses (i.e. potential donation of labour/works);

And That Council approves the Treasurer to establish a new Plevna Rink Project Reserve to be in place during the project and closed once the project is complete.

Background:

Council approved proceeding with the Plevna Rink Project and instructed the Treasurer to fund the difference from the CCBF Reserve Fund up to an additional \$162,126 (total with previously approved being up to \$367,126 less any project surplus, unspent contingency or additional donations/sponsorships).

Researched By:

Brooke Ross, Dipl.M.A.,M.M., Manager of Community Development
Alyssa Borger, Community and Economic Development Student

Comments:

It is proposed that the Township offer the opportunity for Businesses to participate in a Plevna Rink Board Advertising Program. This will allow Businesses to sponsor the rink project by advertising their Business on a rink board once constructed. This will also provide Businesses with targeted local exposure, show community support and great visibility during events and games.

It is also proposed that the MCD work with local Community Groups and/or Businesses (potential donation of labour/works) to receive donations, as well as potentially host Fundraising Event(s) (i.e. potential Community fundraising dinner).

Individuals or businesses wishing to make a monetary donation may be eligible for an income tax donation receipt if the following conditions are met:

1. The donation is made directly to the Township
2. The Township deems the project to be in the interest of the Community and not restricted to who can benefit (needs to have public access and not be limited to a group of people)
3. The Township would have control over the funds
4. The funds would be held in a non-interest bearing Reserve
5. CRA Guidelines followed as well as requirements under the Income Tax Act

Requests for Tax Receipts for non-monetary donations would need to be reviewed to determine eligibility.

Financial Impact:

There are no costs to the Township for this (other than staff time); however, donations will be received and put towards the cost of the Plevna Rink Project.

As this project will span over two budget years, it is recommended that Council authorize the Treasurer to establish a Plevna Rink Project Reserve. As per the Reserve and Reserve Fund Policy Section 4.0 Council must approve a new Reserve as well as approve the purpose, source of funds, use of funds and target balance.

Plevna Rink Reserve

Purpose: To hold funds for the Plevna Rink Project as it is expected to span over two budget years

Source of Funds: Donations, Grants and Sponsorships

Use of Funds: Funds to be used for the Plevna Rink Project.

Target Balance: There is no target balance and will be removed at the end of 2026

The current funding approved by Council utilizes the Canada Community Building Fund (CCBF) Reserve Fund. However, if donations and sponsorships are received, those contributions will be used first in order to reduce the amount drawn from the CCBF Reserve Fund."

Strategic Implications:

The Townships Strategic mission is "empowering our community, protecting our environment" and vision "committed to our community's well-being by delivering efficient, sustainable, and inclusive services that enrich lives while protecting the environment". The strategic priority "Vibrant and Inclusive Community" has a strategic action "promote a healthy lifestyle" which includes outcomes as: increased community engagement, increased 4-season tourism/recreational opportunities and continued provision of safe, efficient and enhanced recreational facilities, trails and parks.

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: 10 Jul 2025
Re: Rental Agreement between the Township of North Frontenac and the North Frontenac Historical Society & Archives (NFHSA) to occupy the office space at the Lavant Garage

Recommendation:

Be It Resolved That Council receives for information the Manager of Community Development's (MCD) Administrative Report entitled "Rental Agreement between the Township of North Frontenac and the North Frontenac Historical Society & Archives (NFHSA) to occupy the office space at the Lavant Garage";

And That Council will consider a By-law later in the meeting to authorize the Mayor and Clerk to sign the Rental Agreement with the NFHSA.

Background:

The Township has rented space to the North Frontenac Historical Society & Archives (NFHSA), formerly the Clarendon Miller Community Archives (CMCA) at the Lavant Garage in Ompah, for a few years.

Researched By:

Brooke Ross, Dipl.M.A., M.M., Manager of Community Development
Alyssa Borger, Economic and Community Development Student

Comments:

The Township has not had any concerns with NFHSA using the space at the Lavant Garage. NFHSA continues to conserve local materials currently in private hands and make them available to the community. It provides a place for local history research and encourages community pride and interest in history through local historical events. The property has been well-maintained in accordance with the Agreement.

In accordance with Clause 5iii) of the Agreement, the NFHSA is responsible for security of the Office Space and its contents and further clause 6iii) The Township will insure the building. However, any contents belonging to the NFHSA will not be covered under the Township's insurance coverage and any loss of said is the responsibility of the NFHSA.

It is recommended the Township continues to allow the NFHSA to use the space at the Lavant Garage without increasing fees via the attached Rental Agreement for the term of the new Agreement (July 15, 2024 - July 15, 2030).

The NFHSA has advised this year that they would like to be able to permit members of the public by appointment or open house to view historic artifacts. This has been included in the Agreement as attached.

Note: The attached Rental Agreement is a renewal of the current Agreement.

Financial Impact:

The parties have agreed in the past that a nominal rent of two dollars (\$2) be paid to the Township on an annual basis.

Currently, for other types of Agreements such as Licence Agreements we charge an annual \$75 fee, which helps cover the cost to maintain the files, including preparing annual correspondence, issuing an invoice and obtaining a copy of the annual insurance.

As the NFHSA is a non-profit organization which greatly benefits the Township, it is recommended to maintain the current fee structure of two dollars (\$2) annually.

Attachments:

[2025-07-10- Rental Agreement - NFHSA - Attach #1](#)

This Rental Agreement made this 10th day of July, 2025

Between:

The Corporation of the Township
of North Frontenac

(The "Lessor")

-and-

North Frontenac Historical Society and Archives

(The "Lessee")

Whereas the Corporation of the Township of North Frontenac has agreed to grant the North Frontenac Historical Society & Archives (NFHSA) a non-exclusive Rental of the office space in the Lavant Public Works Garage in accordance with the terms of this Rental Agreement;

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

1. Premises

The premises is the space known as the office space in the Lavant Public Works Garage located at 11586 Road 509, Snow Road, Ontario.

2. Term of Rental Agreement

This Rental Agreement is effective July 15, 2024 to July 15, 2030. A new Agreement shall be prepared and executed upon expiration of this Agreement if both parties mutually agree to continue this Agreement.

3. Rental Fee

The annual rental fee payment shall be two dollars (\$2.00) to be paid by the NFHSA to the Township upon execution of the Agreement and annually if it is renewed.

4. Responsibilities of the Township

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

- i) All energy costs and maintenance of lighting fixtures (excluding light bulbs), heating, minor repairs and snow removal of the parking lot.
- ii) Insuring the building only which does not include the contents.
- iii) Providing limited custodial services to include vacuuming and washing the floor monthly and waxing as required; dusting fixtures and furniture monthly; cleaning washrooms monthly; cleaning of windows inside every three months and outside spring and fall.

5. Responsibilities of the NFHSA

The NFHSA is responsible for:

- i) Using the Lavant Office Space for the purpose of storing artifacts and materials and other uses related directly or indirectly to the operation of the NFHSA only
- ii) Maintaining the Office Space in good repair, to be kept clean and free from rubbish and debris and from objects that might create a health, fire or accident hazard.
- iii) Security of the Office Space and its contents.
- iv) Snow removal from the office steps and landing and from the emergency exit door and to keep both areas clear to facilitate accessible ingress and egress in the case of an emergency.
- v) The installation and payment of telephone and internet service if required.
- vi) Custodial work beyond what is described in Section 4 iii) is the responsibility of the NFHSA.

6. Other Considerations

- i) The Township and the NFHSA shall each have the right to terminate this Agreement by giving sixty (60) days' notice in writing to the other party of their intention to terminate.
- ii) The water is not routinely tested for public consumption. In accordance with Ontario Regulation 319/08, as amended, Small Drinking Water Systems, the Manager of Community Development will provide signage which shall be kept posted in the kitchen and washroom.
- iii) The Township will insure the building. However, any contents belonging to the NFHSA will not be covered under the Township's insurance coverage and any loss of said contents is the responsibility of the NFHSA.
- iv) The Manager of Community Development or his/her representative is permitted to access the office space.
- v) The NFHSA may use the washroom and kitchen facilities.
- vi) Leasehold major improvements and/or modifications to the office will be subject to approval by the Township Council prior to work commencing. Arrangements concerning expenses incurred for same will be mutually agreed upon by the Township and the NFHSA.
- vii) Requests for minor repairs will be reviewed by both parties and subject to the Manager of Community Development's approval.
- viii) The NFHSA may permit members of the public into the facility to view historic artifacts, while being supervised by at least one member of the NFHSA.
- ix) That, upon the disbandment of the NFHSA, this Agreement shall terminate.
- x) That in case default is made in the fulfillment of any covenants on the part of the NFHSA, whether expressed or implied, and is continued for the space of one (1) calendar month, the Township may terminate this Agreement, provided fifteen (15) days written notice has been given setting out the default to be cured.

The NFHSA shall indemnify and save harmless the Township, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licencee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this License of Occupation Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licencee in accordance with this Licence of Occupation Agreement, and shall survive this Licence of Occupation Agreement.

The Township shall indemnify and save harmless the NFHSA, its directors, officers, employees, agents contractors and subcontractors from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Township, its elected officers, employees, and agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this License of Occupation Agreement.

The NFHSA shall, at their expense, obtain and keep in force during the term of the Licence of Occupation, and any renewal thereof General Commercial Liability Insurance satisfactory to the Township 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:

- i. A limit of liability not less than \$2,000,000;
- ii. Add the Township as an additional insured with respect to the operation of the Named Insured;
- iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured;
- iv. Non-owned automobile coverage of not less than \$2,000,000 and shall include contractual non-owned coverage;
- v. Products and completed operations coverage;
- vi. Broad Form Property damage;
- vii. Contractual Liability;
- viii. Owners and Contractors Protective;
- ix. Hostile Fire;
- x. The Policy shall provide 30 days prior notice of cancellation, alteration or if the policy has lapsed.

This Agreement sets out all of the terms and conditions that have been agreed to between the Township and the NFHSA, and superseded any previous agreements, verbal or written, that may otherwise exist between them concerning the subject matter of this Agreement.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be unreasonably withheld.

This Agreement shall be binding on and ensure to the benefit of the parties and their respective personal representatives, successors and assigns.

In Witness Whereof the parties have set their hands and seals as of the day and year first written above.

Signed, Sealed and Delivered

The Corporation of the Township of North Frontenac

Mayor

Clerk

North Frontenac Historical Society and Archives

Brenda Martin, Coordinator

I have authority to sign on behalf of the NFSHA.



Committee of Adjustment Minutes

1:00 PM - Monday, May 26, 2025
Council Chambers

Present: Garry Wood, Chair; Carl Tooley, Member; Jim Ogilvie, Member; and Brent Smith, Alternate Member

Also Present: Brooke Drechsler, Secretary/Treasurer; Dmitry Kurylovich, Project Manager/Senior Planner, County of Frontenac (Electronic Participation); Councillor Roy Huetl (Council Liaison); Kelly Watkins, Treasurer/IT Support; and Marnie Geerlinks, Administrative Assistant to the Clerk/Planning Manager

1. Call to Order

The Chair called the meeting to order at 1:00 p.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) *May 26, 2025*

15-25 Moved by Jim Ogilvie, Seconded by Carl Tooley

Be It Resolved That the Committee approves the Agenda for May 26, 2025, as circulated.

Carried

4. Disclosure of Pecuniary Interest and General Nature Thereof

None declared.

5. Delegations

None.

6. Adoption of Minutes

North Frontenac Committee of Adjustment Minutes

May 26, 2025

Page 1 of 5

- a) **Minutes of Meeting held April 28, 2025**
16-25 Moved by Carl Tooley, Seconded by Jim Ogilvie

Be It Resolved That the Committee adopts the Minutes of a Meeting held on April 28, 2025, as circulated.

Carried

7. Business Arising Out of Minutes

None.

8. Zoning By-law Amendment Application (Recommendation to Council)

None.

9. Consent Applications

- a) **File #B03/25, #B04/25, #B05/25 and #B06/25 - Part of Lot 21, Range B, Geographic Township of Barrie (14694 Highway 41) - Creation of Three New Lots and a Right-of-Way**

The applicant, Gord Hunter, was present for the hearing. The agent, Laura Stone, attended electronically.

Dmitry Kurylovich, Community Planner, provided an overview of the applications to create three new lots and a Right-of-Way for shared access. He advised the two proposed lots on the west side of the subject parcel will have frontage onto Skootamatta Lake Road, while the third proposed lot on the east side will have frontage onto Highway 41 and a shared access with an existing lot.

Kurlovich provided the following information regarding the proposed development:

	Proposed Area	Proposed Frontage	Official Plan Designation	Zoning Designation	Proposed Use
Lot 1 - Vacant	4.7 ha	147 metres +/- (Skootamatta lake Road)	Rural	Rural	Residential
Lot 2 - Vacant	2.2 ha	98 metres +/- (Skootamatta lake Road)	Rural	Rural	Residential
Lot 3 - dwelling and accessory structure	0.81 ha	48 m +/- (Highway 41)	Rural	Rural	Residential
Retained	20.9 ha				

Parcel					
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He noted the western lots are located along a boundary road between North Frontenac and Addington Highlands, with the applications provided to Addington Highlands for any comments or objections.

Kurylovich advised the western lots were also within the 500 metre influence area of the Cloyne Waste Site, requiring a D series study. He noted the study was provided with the application and peer reviewed, with no issues identified with the creation of the lots. He advised the applications were provided to Quinte Conservation Authority (QCA) who identified wetlands on the subject property; however no issues were identified.

Kurylovich advised the application to create a Right-of-Way for the eastern property was reviewed by the Ministry of Transportation of Ontario (MTO), who did not support the shared access onto Highway 41. MTO advised the shared driveway would only be considered if the original parcel has a minimum frontage of 250 metres, with the subject parcel only having 230 metres.

Kurylovich advised the creation of the two proposed lots on the western side were supported by QCA as well as the D series study. He noted the lots meet the requirements under the Zoning By-law and recommended approval of the two lots, subject to the conditions included in the Planning Report. Kurylovich advised that, as the MTO will not support the shared access to the proposed eastern lot, the Committee defer the application to provide the applicant an opportunity to explore alternatives.

Carl Tooley advised he attended the site with Alternate Member Brent Smith on May 17, 2025. He advised the required marking cards were posted; however he noted it was difficult to locate the corners of the proposed lots. He advised the area and frontage of the proposed lots meets the requirements of the Zoning By-law, with suitable building envelopes. He noted the topography of the property is rocky, with wetland areas towards the rear. Tooley noted he would like the D Series study to be registered on title to ensure future owners are ware of the proximity of the Waste Site. He recommended approval subject to the conditions in the planning report.

No public comments were provided.

17-25 Moved by Carl Tooley, Seconded by Jim Ogilvie

Be It Resolved That Consent Application File #B03/25 and #B04/25 for the creation of two New Lots shall be approved subject to the conditions included in the Planning Report;

And That the following be added for File #B03/25 and File #B04/25:

- Include a condition requesting a Compatibility Report from a Septic Designer with BCIN number;
- Include a condition requesting a Development Agreement addressing the proximity

of the Cloyne Waste Site, to be registered on title for Parcel A, Parcel B and the retained parcel;

And That the Notice of Decision for File #B03/25 and File #B04/25 shall include the requirement for a civic address and entrance permit for Parcel A and Parcel B;

And That the Secretary shall issue the Notice of Decision by June 9, 2025;

And That the Secretary shall forward the Notice to the Applicant and each person or public body that made a written request to be notified and any other person or public body prescribed;

And That all conditions shall be completed within a period of two year after Notice of Decision was given under subsection 53(15) or 53(24) of the *Planning Act*.

Carried

18-25 Moved by Carl Tooley, Seconded by Jim Ogilvie

Be It Resolved That Consent Application File #B05/25 for the creation of one New Lot and Consent File #B06/25 for the creation of a Right-of-Way Easement shall be deferred to give the applicant an opportunity to investigate alternative access options for the proposed and retained parcels.

Carried

10. Minor Variance Applications

a) ***File #A04/25 - Part of Lot 18, Concession 13, Geographic Township of Clarendon (1952B South Road) - Request to Expand Legal Non-Complying Structure***

Dmitry Kurylovich, Community Planner, provided an overview of the application requesting permission to expand a legal non-complying structure. He advised the application is proposing to demolish the existing structure and rebuild within a similar footprint, increasing the current setback of 2.7 metres from the high water mark to 5 metres. He advised a new septic system will be installed outside the 30 metre setback.

Kurylovich advised the property has an Official Plan designation of Waterfront Area and is zoned Limited Service Waterfront. The property is developed with the following:

- Dwelling with an area of 139.5 square metres
- Two sleep cabins - each with an area of 20 square metres
- A septic system within the 30 metre setback from the high water mark

Kurylovich advised Mississippi Valley Conservation Authority (MVCA) had no concerns with the proposed development; but recommended revegetation up to a depth of 3 metres to stabilize the shoreline, reducing erosion into the waterbody. He advised the Chief Building Official will issue a permit for the new septic system, located outside the 30 metre setback.

Kurylovich advised the proposed development meets the required criteria under Section 45(2) of the Planning Act and recommended approval of the application, subject to the conditions included in the Planning Report. He noted the proposed dwelling will have an

increased setback from the high water mark. He advised the lot is severely constrained, with a large slope towards the rear of the property.

Garry Woods advised he attended the property and noted the steep slope at the rear of the property leading to the flat area by the water. He agreed with Kurylovich's assessment and recommended approval, subject to conditions.

Jim Ogilvie asked for clarification on the types of suggested vegetation to be planted along the waterfront. Kurylovich advised MVCA can provide a list of species native to the area and best suited for erosion mitigation.

There were no comments from the public.

19-25 Moved by Jim Ogilvie, Seconded by Carl Tooley

Be It Resolved That Planning Application File #A04/25, a Request for Permission to expand a Legal Non-Complying Structure, shall be approved subject to the conditions noted in the Planning Report;

And That the Secretary shall forward a copy of the Notice of Decision to the Applicant and each person or public body that made a written request to be notified, and any other person or public body prescribed by June 5, 2025.

Carried

11. Other Business

None.

12. Adjournment

a) Adjournment of the Committee Meeting

20-25 Moved by Jim Ogilvie, Seconded by Carl Tooley

Be It Resolved That the meeting adjourns at 2:11 p.m. until June 23, 2025, at 1:00 p.m. or at the call of the Chair.

Carried

Chair

Secretary/Treasurer



Environmental Task Force Minutes

9:00 AM - Tuesday, June 24, 2025
Council Chambers

Present: Councillor Roy Huetl (Chair); Deputy Mayor John Inglis; Councillor Fred Fowler; Paul Asselin; Bruce Moore; Marlene Spruyt; Mike Ward; and Katie Surra (Electronic Participation)

Absent with Regret: Ange Defosse

Also Present: Tara Mieske, Clerk/Planning Manager, Dipl.M.A. Dipl.M.M., and Brooke Drechsler, Deputy Clerk/Assistant to the Planning Manager, Dipl.M.A.

1. Call to Order

The Chair called the meeting to order at 9:04 a.m.

2. Traditional Land Acknowledgement

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

3. Disclosure of Pecuniary Interest and General Nature Thereof

None.

4. Environmental Task Force Notes

- a) ***Notes of the Environmental Task Force Meeting dated May 27, 2025 as approved via email and received for information at the June 12, 2025 Regular Meeting of Council.***

5. Business Arising

a) ***Work Plan Update***

1. Battery Storage Opportunities - John Inglis, Paul Asselin and Marlene Spruyt
The FAQ sheet prepared by the Sub-Committee has been reviewed by Alectra who confirmed the information is appropriate and is ready to be included on the Township's website.

Councillor Huetl advised the first step in the process is to complete the public consultation. Council has instructed the Clerk's Department to work with Alectra on the public consultation process. The Task Force suggested two public meetings should be held for the project as this is a very important topic. People need to complete research and weigh the risks and benefits, including looking at situations where there were bad outcomes and see if these risks can be mitigated.

Deputy Mayor Inglis inquired about the contract with Alectra. Council instructed the Public Works Manager to work with Alectra on the contract. It was suggested questions regarding the contract be directed to the CAO while the Public Works Manager is away. Some Task Force Members felt it would be beneficial to have a Solicitor or consultant with expertise in this field to review the contract.

Surra asked if this would fall under a Class EA. Councillor Huetl advised several studies would be required and they would be the responsibility of Alectra. This step follows the public consultation process.

The Task Force requested the Clerk/Planning Manager to research the recent project in Ottawa to see what concerns were raised by the public. This may assist the Task Force in preparing for the public consultation.

2. Net Metering - John Inglis, Paul Asselin and Marlene Spruyt

Deputy Mayor Inglis advised Council did not approve the project at the Council meeting and requested the Task Force review the proposal and provide more details. The Task Force supports the project and feels it is worth pursuing further.

The Task Force discussed additional information that could be provided to Council to assist them with their decision making. This included a more detailed business plan, review of the roofs' integrity and maintenance requirements, how the existing system will be addressed, construction costs, etc. The Task Force also discussed opportunities for financial or installation support. Asselin advised he would complete the additional research and review it with the Sub-Committee.

The Task Force discussed the best approach to provide the information to Council. They felt a presentation may be more effective than just providing a report. The Task Force decided Asselin would prepare a presentation for Council at the August 28, 2025 Council Meeting. This approach would allow Council to ask questions about the proposal.

3. Invasive Species - Roy Huetl, Fred Fowler and Mike Ward

Councillor Huetl advised they are working setting up the meetings with the Province and Addington Highlands Township.

Following her presentation Meghan Ward provided information to Councillor Huetl and Moore to share with the lake associations. Ms. Ward, along with colleagues

from Trent University, are planning to attend Summerfest to provide education to the public on invasive species. Councillor Huetl is going to contact Ms. Ward to see if she is agreeable to sharing the information provided on the Township's website and social media.

4. Septic Inspection Programs - Bruce Moore, Kate Surra, Roy Huetl and Fred Fowler

Councillor Huetl advised the Sub-Committee is working on the information to assist with drafting the report regarding the Mandatory Septic Inspection By-law. This information will be provided to the Task Force at the July 29, 2025 Meeting.

5. Short-term Rentals - Bruce Moore, Kate Surra, Ange Defosse and John Inglis
Deputy Mayor Inglis advised Council approved the Task Force continuing to investigate the Short-term Rentals.

Moore advised the Sub-Committee will review the information they have collected and look at the impacts of Short-term Rentals and how these can be addressed including noise, overloading septic systems, housing impacts, etc.

The Task Force recommended the Sub-Committee include other people in their discussions (i.e. Economic Development Task Force) with respect to the economic impact. Also, it was recommended they look at options to create a system that could benefit the Short-term Rental owners.

b) *Quarterly Newsletter - Summer Edition*

The Clerk/Planning Manager will provide the draft document to the Task Force by email for review. Once reviewed, it will be provided to the public on the Township's website and social media.

6. New Business

a) *2025 Voluntary Septic Inspection Program*

A package regarding a Voluntary Septic Inspection was sent to selected residents based on specific criteria. The package includes details on the program and allows the property owner to schedule an inspection. This information is being provided to the Task Force so the Task Force and North Frontenac Lake Association Alliance can help promote the voluntary program.

7. Adjournment

a) *Meeting adjourned at 10:12 a.m. until July 29, 2025 at 9:00 a.m.*

Councillor Roy Huetl, Chair



Council Portfolios

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

Mayor Gerry Lichty

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

Councillor Wayne Good

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

Councillor Stephanie Regent

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

Councillor Roy Huetl

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

Councillor Vernon Hermer

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

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

Deputy Mayor John Inglis

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

By-law #2025-27

Being a By-law to Enact a By-law to Regulate and Govern the Operation of Cemeteries within the Township of North Frontenac and repeal By-law #08-12 and #67-12

Whereas the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33 ('the Act') which came into effect July 1, 2012, regulates the operation of cemeteries in Ontario;

And Whereas the Township of North Frontenac owns and operates cemeteries throughout the Township;

And Whereas the Council of the Corporation of the Township of North Frontenac deems it desirable to enact a by-law to regulate the operation, care and control of the cemeteries owned and operated by the Township of North Frontenac;

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

1. That the following schedules form a part of this By-law:
Schedule 'A' - Rules and Regulations for the operation, care and control of municipality owned cemeteries
Schedule 'B' – Active and Inactive Cemeteries
2. That all resolutions, by-laws or parts of by-laws which are contrary to or inconsistent with this by-law are hereby repealed.
3. That this by-law shall take effect immediately upon approval by the Bereavement Authority of Ontario.

Read a first and second time **this 10th day of July, 2025.**

Read a third time and finally passed **this 10th day of July, 2025.**

Gerry Lichty, Mayor

Tara Mieske, Clerk

Schedule 'A' to By-law #2025-27
Rules and Regulations for the operation, car and
control of municipality owned cemeteries

These rules and regulations governing the cemeteries owned and operated by the Corporation of the Township of North Frontenac. They are in compliance with the Funeral, Burial and Cremation Services Act, 2002 (FBCSA), Ontario Regulation 30/11 (O. Reg. 30/11) and Ontario Regulation 184/12 (O. Reg. 184/12), and have been approved by the Registrar, FBCSA, Bereavement Authority of Ontario (BAO) (“the Registrar”).

Effective date: June 10, 2025

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Section A: Definitions

Act shall mean the Funeral, Burial and Cremation Services Act, 2002, S.O. 2002, c.33, (FBCSA) including any Provincial Regulations made pursuant to said Act.

Authorized Person shall mean a person authorized by the Interment Rights Holder in writing through an authorization or in the case of the Interment Rights Holder is deceased the Executor shall be the authorized person.

BAO shall mean the Bereavement Authority of Ontario.

Burial/Interment shall mean the opening and closing of an in-ground lot for the disposition of human remains or cremated remains.

Cemetery By-law shall mean the rules and regulations under which the Cemetery operates as approved by the Council of the Township of North Frontenac and the BAO.

Care and Maintenance Fund shall mean a requirement under the FBCSA and O. Reg. 30/11 and 184/12 that a prescribed amount or a percentage of the purchase price (excluding tax) of all interment and scattering rights sold, transferred, assigned or permitted; and prescribed amounts for monuments and markers, is contributed into the care and maintenance fund. If no scattering rights are sold but scattering is permitted a prescribed amount must be contributed to the fund when the scattering is conducted. Interest earned from this fund is used to provide care and maintenance of lots, plots, markers and monuments at the cemetery.

Cemetery shall mean land, owned and operated by the Township, that has been established as a cemetery under the Act, a private Act or a predecessor of one of them that related to cemeteries, or land that was recognized by the Registrar as a cemetery under a predecessor of the Act that related to cemeteries and includes land that in the prescribed circumstances has been otherwise set aside for the interment of human remains and a mausoleum or Columbarium intended for the interment of human remains.

Cemetery Operator shall mean the Township which reserves full control over the cemetery operations and management of land within the cemetery ground or a contractor given delegated authority by the Township.

Cemetery Price List shall mean the fees set out in the Township's Fees and Charges By-law.

Columbarium shall mean a structure containing individual compartments or Niches, designed for the purpose of interring cremated remains in each sealed compartment.

Contract shall mean all purchasers of interment or scattering rights, or other cemetery supplies and services must receive a copy of the contract they and the cemetery operator have signed detailing the obligations of both parties, an acknowledging receipt and acceptance of the cemetery by-laws, a copy of the Consumer Information Guide and the Price List.

Corner Posts shall mean any stone or other land markers set flush with the surface of the ground and used to indicate the location of a lot or plot.

Cremation Lot shall mean a single space in an area of land in the cemetery set aside for cremated remains only, including a space for a single marker.

Interment Right shall mean the right to require or direct the interment of human remains or cremated human remains in a plot or lot and to authorize the installation of a monument or marker.

Interment Rights Certificate shall mean the document issued by the cemetery operator to the purchaser once the interment rights to a specific lot have been paid in full, identifying ownership and authority over those specific interment rights.

Interment Rights Holder shall mean the person who holds the interment rights with respect to a lot whether the person be the purchaser of the rights, the person named in the certificate of interment or such other person to whom the interment rights have been assigned.

Lot shall mean an area of land in a cemetery containing, or set aside to contain, interred human remains.

Marker shall mean any permanent memorial structure – monument, plaque, headstone, cornerstone or other structure or ornament affixed or intended to be affixed to a burial lot, mausoleum crypt, columbarium niche or other structure or place intended for the deposit of human remains and may be used to indicate the location of a burial.

Monument shall mean any permanent memorial structure projecting above the ground installed within the designated space to mark the location of a burial or lot.

Natural burial interment: Any interment right which permits the burial of human remains in a biodegradable casket, container or shroud.

Plot shall mean two or more lots in respect of which the rights to inter have been sold as a unit.

Scattering Right shall mean the right to direct the spreading of cremated remains over a designated area within a cemetery with the knowledge and permission of the cemetery operator and in keeping with the cemetery operator's by-laws.

Township shall mean the Corporation of the Township of North Frontenac.

Section B: General Information

1. Cemetery Hours of Operation and Entry

Visitation Hours: Dawn to Dusk

Burial Hours: Sunday to Saturday 9:00 a.m. to 6:00 p.m.

Entry into the cemetery shall be through the established entrance. No person shall enter the cemetery after dusk or before dawn.

Individuals entering the cemetery grounds do so at their own risk. The Township shall not be held liable for anyone entering the cemetery grounds, doing so is at the individual's own risk.

Township Office Hours for Sales and Burial Arrangements:
Monday to Friday 9:00 a.m. to 4:00 p.m.

2. General Conduct

No person shall damage, destroy, remove or deface any property within the cemeteries. No person shall play any sport, commit a nuisance or discharge firearms except at a military or police funeral.

All visitors shall conduct themselves in a quiet manner that shall not disturb the cemetery grounds. Any person disturbing the peace, quiet and good order of the cemetery by noise or improper conduct may be requested to leave the cemetery by the Cemetery Operator.

Children under the age of twelve (12) years must be accompanied by an adult when on the cemetery grounds. The accompanying adults shall be responsible for the child's conduct.

Pets must be leashed and under the control of a person while on cemetery grounds, as per the Township's Animal Control By-law.

3. By-law Amendments

Cemeteries shall be governed by the Cemetery By-Law, and all procedures will comply with the Act, which may be amended periodically.

All amendments to the Cemetery By-law must be:

- Published once in a newspaper with general circulation in the area in which the cemetery is located;
- Conspicuously posted on a sign at the entrance of the cemetery; and
- Delivered to each supplier of markers who has delivered a marker to the cemetery during the previous year, if the by-law or by-law

amendment pertains to markers or their installation.

All by-laws and by-law amendments are subject to the approval of the Registrar, FBCSA, BAO and do not come into force until approval is received.

4. Liability

The cemetery operator will not be held liable for any loss or damage, without limitation (including damage by the elements, natural disasters, or vandals) to any lot, plot, monument, marker, or other article that has been placed in relation to an interment or scattering right, save and except for direct loss or damage caused by gross negligence of the cemetery.

5. Public Register

A public register shall be maintained and made available to the public during regular office hours.

6. Pets or Other Animals

Pets or other lower animals, including cremated animal remains, are not allowed to be buried on cemetery grounds.

7. Right to Re-Survey

The Cemetery has the right at any time to re-survey, enlarge, diminish, re-plot, change or remove plantings, grade, close pathways or roads, alter in shape or size, or otherwise change all or any part of the cemetery, subject to approval of the appropriate authorities.

8. Winter Interments

No winter interments shall take place between December 15th and April 30th. If weather permits or special circumstances arise, the request for an interment will be reviewed by the Cemetery Operator and/or the CAO.

9. Columbariums

The installation of columbariums (including niche monuments) is not permitted on cemetery grounds.

Section C: Sale of Interment Rights

1. Interment Rights to a lot or plot may be purchased from the Cemetery Operator at the rate set out in the current Cemetery Price List and in accordance with the approved plans. The prices for Interment Rights include the applicable portion for deposit into the Cemetery's Care and Maintenance Fund.
2. A Funeral Director may, on behalf of a cemetery customer, make full payment for cemetery services and may accept full payment to the cemetery for services.
3. A monument company may submit and/or accept and submit payments payable to the Cemetery Operator for monument/marker care and maintenance, foundation and applicable staking fees.
4. All payments for Interment Rights shall be made to the Cemetery Operator.
5. The Cemetery Operator shall provide the following to the Interment Rights Holder upon full payment:
 - Interment Rights Certificate
 - Invoice marked paid
 - Copy of the Cemetery By-law and Rules and Regulations
 - Price List
 - Contract
 - Consumer Information Guide
6. Holders of interment rights acquire only the right to direct the burial of human remains and the installation of monuments, markers and inscriptions, subject to the conditions set out in the Cemetery By-law.

No burial or installation of any monument, marker, inscription, or memorialization is permitted until the interment rights have been paid in full. An Interment Rights Certificate will be issued to the Interment Rights Holder when payment has been made in full.

The purchase of interment rights is not a purchase of real estate or real property.

Section D: Cancellation of Interment Rights

1. Cancellation within 30 Day Period

A purchaser has the right to cancel an interment rights contract within thirty (30) days of signing the interment rights contract, by providing written notice of the cancellation to the Cemetery Operator. The Cemetery Operator will refund all monies paid by the purchaser within thirty (30) days of the date of the request for cancellation.

If any portion of the interment rights has been exercised within thirty (30) days, the purchaser is not entitled to cancel the interment rights.

2. Cancellation after 30 Day Period within three years of purchase

Upon receiving written notice from the purchaser of the interment rights, the Cemetery Operator will determine if it will repurchase the interment rights and issue a refund to the purchaser for the amount paid for the interment, less the appropriate amount that is required to be deposited into the Care and Maintenance Fund. This refund will be made within thirty (30) days of receiving said written notice, if applicable. If the Interment Rights Certificate has been issued to the interment rights holder, the certificate must be returned to the Cemetery Operator along with the written notice of cancellation.

If any portion of the interment rights has been exercised, the purchaser, or the interment rights holder are not entitled to cancel the contract or re-sell the interment rights, and no refund will be permitted.

3. Re-Sale of Interment Rights to Third Party

Resale of Interment Rights is permitted.

The rights holder has the right to sell their interment/scattering rights to a third party before the rights are exercised, at an amount that is no greater than the price of those rights as indicated on the cemetery's current price list at the time of resale.

Before reselling the rights, the rights holder may first inquire whether the cemetery operator is willing to repurchase the rights at a negotiated price. Any resale of interment rights shall be in accordance with the requirements of the cemetery by-laws and in keeping with the FBCSA and Ontario Regulations.

The Interment Rights Holder who intends to sell their rights to a third party shall provide the required documents to the cemetery operator so that the operator can be satisfied with the authority and identity of the seller and confirm the ownership of the rights.

Requirements for a Third-Party Resale:

Upon selling the rights to a third-party purchaser, the rights holder must provide the third-party purchaser with the following:

- The interment rights certificate endorsed with the following:
 - A statement signed by the rights holder selling the rights, acknowledging the sale to the third-party purchaser.
 - A signed confirmation by the cemetery operator that the person selling the rights is shown as the rights holder in the cemetery's records.
 - The date on which the rights were sold to the third-party purchaser.
 - The name and address of the third-party purchaser.
 - A statement of any money owing to the cemetery operator in respect to the rights.
 - A written statement of the number of lots that have been used in the plot to which the rights relate and the number of lots that remain available.
 - Any other documents in the rights holder's possession relating to the rights.
 - A copy of the current cemetery by-laws.

After the rights holder sells the rights to a third-party purchaser but before the purchaser exercises those rights, the purchaser must provide the cemetery operator with the endorsed certificate and any other information that the cemetery operator requires to issue a new certificate in relation to the rights.

Once the endorsed certificate and all required authorization and information has been received by the cemetery operator from the rights holder(s), the cemetery operator will issue a new interment certificate to the third-party purchaser.

Upon completion of the above listed procedures, and upon the issuance of the new interment, the third-party purchaser or transferee(s) shall be considered the current interment rights holder(s) of the interment rights, and the resale or transfer of the interment rights shall be considered final in accordance with the cemetery by-laws and the Act.

The cemetery operator may charge an administration fee for the issuance of a duplicate certificate in accordance with the price listed on the cemetery operator's current price list.

Section E: Transfer of Interment Rights

1. Interment rights may be transferred to another party. A transfer is different from a resale as no monies are exchanged for the ownership of the interment rights, except for the transfer administration fee payable to the Cemetery Operator. Such rights will be transferred through the Rights Holder(s) making an application to the Cemetery Operator by completing the administrative form and payment of the applicable fee as set out in the cemetery price list. The Cemetery Operator may request reasonable proof that such a transfer does not constitute a resale.

The Cemetery Operator will issue a new Interment Rights Certificate to the transferee.

2. In the case of a request received by the Cemetery Operator for transferring ownership of Interment Rights by reason of a bequest made in a validly executed Last Will and Testament, the Cemetery Operator reserves the right to require the production of a Notarial Copy and/or Court Certified Copy of the Last Will and Testament or a Certificate of Appointment of Estate Trustee; or other evidence sufficient to prove the proper transmission of ownership on death of the rights holder.
3. Where the deceased Interment Rights Holder has left a Last Will and Testament containing a specific bequest of the Lot, a Notarial Copy and/or Court Certified Copy of the said Last Will and Testament or a Certificate of Appointment of Estate is required. If the Will does not contain a specific bequest of the Lot, a request in writing from the Estate Trustee(s) for the transfer is required.
4. Where the Interment Rights Holder died Intestate, authorization to transfer the interment rights must be provided in a sworn affidavit by the person authorized to act on behalf of the interment rights holder (i.e. Personal Representative, Estate Trustee, Executor or next of kin with supporting letters from siblings and/or other heirs) to the satisfaction of the Cemetery Operator.
5. All transfer of interment rights shall be subject to payment of the required Cemetery Price List and compliance with all other provisions of the Cemetery By-Law.

Section F – Burial/Interment and Disinterment of Remains (including cremated remains)

Requirements for Burial/Interment

1. If the records available to Township staff do not contain proof of interment rights, the following is required for an interment to take place:
 - a. Proof of ownership of the Certificate of Interment Rights, which can be:
 - A copy of the Certificate of Interment Rights; or
 - A sworn statement of ownership of the said lot; or
 - An affidavit denoting legal representation or the power of attorney in lieu of ownership.
2. If the person to be interred is not the interment rights holder, the interment rights holder must provide written authorization prior to a burial taking place. Should the interment rights holder be deceased, authorization to the satisfaction of the Cemetery Operator must be provided in a sworn affidavit by the person authorized to act on behalf of the interment rights holder (i.e. Personal Representative, Estate Trustee, Executor or next of kin with supporting letters from siblings and/or other heirs).
3. A burial permit issued by the Registrar General or equivalent document showing the death has been registered with the province must be provided to the Cemetery Operator's Office prior to a casket burial taking place. A Certificate of Cremation must be submitted to the Cemetery Operator's Office prior to the burial of cremated remains taking place.
4. In accordance with the Act, the purchaser of interment rights must enter into a cemetery contract, providing such information as may be required by the Cemetery Operator for the completion of the contract and the public register prior to each burial of human remains or cremated human remains.
5. Payment shall be made to the Cemetery Operator before a burial can take place.
6. The Cemetery Operator shall be given a minimum of 48 business hours' notice for each burial of human remains.
7. The opening and closing of lots may only be conducted by cemetery staff or those designated to do work on behalf of the cemetery.
8. The cemetery retains the right of passage over every lot so that the cemetery operations may be performed effectively.
9. The cemetery reserves the right to temporarily relocate a monument or marker if required to open and close a lot. The cemetery may also temporarily place the

removed soil on an adjacent lot while an interment or disinterment is being carried out. The cemetery will make reasonable efforts to restore all lots after the interment or disinterment has been completed.

10. Scattering of cremated remains shall not be permitted within the cemetery.
11. The Cemetery Operator reserves the right to designate a common scattering ground.
12. Every effort will be made to complete a burial on the assigned day and time. If due to inclement weather conditions, health and safety concerns, or conditions beyond the cemetery operator's control, if an interment cannot be made at the scheduled time, the cemetery operator reserves the right to reschedule. The burial shall be completed as soon as possible.

Natural Burial

1. Remains may be delivered in a closed casket or rigid container made from materials or substances that are non-toxic and readily biodegradable, such as wood, wicker, recycled cardboard or natural fiber; remains may also be delivered in a shroud, which must be accompanied by a carrying tray to ensure transportation to the cemetery is done in a dignified manner.

Allotted Interments per Lot

1. The following may be buried in each lot:
 - One (1) casket; or
 - One (1) casket and two (2) cremation interments; or
 - Four (4) cremation interments.

Requirements for Disinterment

1. Human remains may be disinterred from a lot provided that the written consent (authorization) of the interment rights holder has been received by the Cemetery Operator and the prior notification of the Medical Officer of Health. A certificate from the local Medical Officer of Health must be received at the Cemetery Operator's office before the removal of casketed human remains may take place. A certificate from the local Medical Officer of Health is not required for the removal of cremated remains.
2. In special circumstances the removal of human remains may also be ordered by certain public officials without the consent of the interment rights holder and/or next of kin(s).

3. The Township will not be responsible for damage to any casket or container which occurs during the course of the disinterment. A new casket or container may be required to facilitate a removal at the expense of the party authorizing the disinterment.

4. The Township will not be responsible for damage to any cremation urn or cremation outer container which occurs during the course of the disinterment. Due to the length of time a cremation urn has been buried and/or the conditions to which it has been exposed, the Cemetery cannot guarantee that it can retrieve a cremation urn or cremation container buried in a lot. The condition of any cremation urn or cremation container disinterred may be unstable, in which case, a replacement urn may be required at the expense of the party authorizing the disinterment.

Section G – Markers and Monuments

1. No memorial or other structure shall be erected or permitted on a lot or plot until all charges have been paid in full.
2. No monument or marker of any description shall be placed, moved, altered or removed without permission from the Cemetery Operator.
3. The Cemetery Operator will take reasonable precautions to protect the property of interment rights holders, but it assumes no liability for the loss of, or damage to, any monument, marker or other structure, or part thereof.
4. Memorials, monuments, markers, plaques etc. are owned by the Interment Rights Holder and the Cemetery Operator is not responsible for their loss or deterioration. These memorials should be protected by the Interment Rights Holder's own insurance coverage.
5. Minor scraping of the monument base of an upright monument due to grass/lawn maintenance is considered to be normal wear, and repair of same shall not be the responsibility of the Cemetery Operator.
6. The Cemetery Operator reserves the right to determine the maximum size of monuments, number and location on each lot or plot. They must not be of a size that would interfere with any future interments.
7. Should any monument or marker present a risk to public safety because it has become unstable, the Cemetery Operator shall do whatever it deems necessary by way of repairing, resetting, or laying down the monument or marker or any other remedy so as to remove the risk (at the cost to the Cemetery Operator).
8. The Cemetery Operator reserves the right to remove at its sole discretion any marker, monument or inscription which is not in keeping with the dignity and decorum of the cemetery as determined by the Cemetery Operator.

Installation of Monuments

1. In keeping with the Cemetery By-Law, only one monument shall be erected within the designated space of any lot.
2. A monument or other structure shall be erected only after the specific design plans have been approved by the Cemetery Operator including dimensions, material of structure, construction details, and proposed location.

3. The overall face area of the monument (including the monument base, and all parts of the monument therein), with the exception of vases and lanterns, shall not exceed 15 percent of the area of the lot.
4. The maximum length of any foundation shall be confined to within eight (8) inches from either side of the width of the lot or plot; and shall not exceed a width of sixteen inches.
5. The minimum thickness of a monument shall be six (6) inches. Should a monument exceed three (3) feet in overall height, the minimum thickness shall be eight (8) inches.
6. The Monument must be installed on a granite base. The height of the Monument Base shall not exceed twelve (12) inches with a minimum of eight inches. The surface of the Monument Base must be both longer and wider than the Monument and in proper proportion to the Monument to be becoming to the Cemetery.
7. The Foundation shall be built in the designated space and in the proper dimensions of the Monument base. Foundations will not be less than fifty-four (54) inches deep and be installed at the Municipality's direction.
8. The Foundation surface shall be flush with the surrounding ground level and shall provide a level surface free of defects and smoothly trowelled.
9. All debris from the installation shall be removed and the Lot or Plot raked after the installation of a Foundation, at the Monument Company's expense.

Installation of Markers

1. No book or pillow Markers shall be less than six (6) inches in height. Such installations shall be placed on a precast pad or on a six (6) inch granite base.
2. Markers shall not exceed 60% of the Lot or Plot width and shall not be so deep as to interfere with future interments.
3. If there is an existing Monument on a lot, a maximum of two (2) Markers may be placed on the Lot. The Marker(s) shall be placed at the end opposite the Monument.

If there is no existing Monument on a vacant lot, a maximum of four (4) markers may be placed on the lot. The location of the markers shall be approved by the Cemetery Operator.
4. The minimum thickness of all Markers shall not be less than four (4) inches, and the bottom shall be true and level.

Section H – Care and Planting

1. No person other than the Cemetery Operator shall remove any sod or in any other way change the surface of the burial lot in the cemetery.
2. Raised borders of any material are not permitted. The Cemetery Operator reserves the right to remove unmaintained or overgrown plants without notification or compensation.
3. Flowers placed on a lot for a funeral shall be removed by the Cemetery Operator after a reasonable time to protect the sod/seed and maintain the tidy appearance of the cemetery.
4. Plants, artificial or real, shall be placed in proper receptacles attached to Monuments. Planting of borders around Lots or Plots is prohibited.
5. In order to preserve the proper appearance of the Cemetery, plants, old flower containers, artificial flowers, and loose articles not cared for shall be removed from the Cemetery property.
6. No person shall plant trees or shrubs in the cemetery. Flower beds and plants are permitted to be planted in the cemetery with the approval of the cemetery operator.
7. Flower bed maintenance, pruning, fertilizing, watering, etc., are the sole responsibility of the interment rights holder.
8. Should plant material (e.g., gardens, etc.) become unsightly, neglected, obscure the monument, or infringe on an adjacent lot or plot, the plant material will be removed by the cemetery operator without notice and the area restored to lawn. The removal of plant material may also be necessary for the opening of a lot. The cemetery operator will not be held liable for the removal of any plant material.
9. All grading, sodding, seeding, top-dressing, fertilizing, covering of graves and planting of trees and shrubs shall be done by the Cemetery Operator.
10. Rose bushes, containers and ornaments of glass, pottery and metal, corrosive metals, loose stones, sharp objects, trellises, arches or individual benches are not permitted to ensure safe condition of the cemetery grounds.
11. The Cemetery Operator reserves the right to disallow or remove quantities of memorial wreaths or flowers considered by the Cemetery Operator to be excessive or that diminishes the otherwise tidy appearance of the cemetery.
12. Costs incurred in the removal of any unauthorized foliage, borders, fences, railings, walls or cut stone copings undertaken by the Municipality shall be at the expense of the Interment Rights Holder.

A portion of the price of interment rights is trusted into the Care and Maintenance Fund. The income generated from this fund is used to help maintain, secure and preserve the cemetery grounds. Services that may be provided through this fund include:

- Re-levelling and sodding or seeding of lots
- Maintenance of cemetery roads
- Maintenance of perimeter fences
- Maintenance of cemetery landscaping
- Repairs and general upkeep of cemetery maintenance, buildings and equipment

Section I – Contractor/Monument Dealers

1. Any contract works to be performed within the cemetery requires the written pre-approval of the Cemetery Operator before the work may begin. Pre-approval is required for the following:
 - Landscaping;
 - delivery of monuments and markers;
 - foundations, inscriptions, designs, drawings, plans and detailed specifications relating to the work; and
 - location of the work to be performed.

Pre-approval by the Interment Rights holder may also be required.

2. It is the responsibility of all contractors to report to the Cemetery Operator and provide the necessary approvals before commencing work at any location on the cemetery property.
3. The Cemetery By-law applies to all contractors and all work carried out by contractors within the cemetery.
4. Contractors, monument dealers and suppliers shall not enter the cemetery to perform work on weekdays after 6:00 p.m., on weekends or statutory holidays, unless approval has been granted by the Cemetery Operator.
5. Contractors shall temporarily cease all operations if they are working within the cemetery where a funeral or public gathering is being held until the conclusion of the service. The Cemetery Operator reserves the right to temporarily cease contractor operations at their sole discretion if the noise of the work being performed by the contractor is deemed to be a disturbance to any funeral or public gathering within the cemetery.
6. Contractors, monument dealers and suppliers shall lay wooden planks on the burials lots and paths over which heavy materials are to be moved in order to protect the surface from damage.



Schedule 'B' of By-law #2025-27

Active and Inactive Cemeteries owned by the Township of North Frontenac

Name of Cemetery	Address	Status
Plevna-Ardoch Community Cemetery	6611 Buckshot Lake Road	Active
Ardoch United Church Cemetery	5984 Ardoch Road	Inactive
Clyone Pioneer Cemetery	1055 Little Pond Road	Inactive
Dempsey Cemetery	1542 Marble Lake Road	Active
Donaldson (Mundell) Cemetery	12541 B Road 509	Inactive
Grindstone Cemetery	1083 Grindstone Lake Road	Inactive
Harlowe – St. Mark's Anglican Church	2182 Harlowe Road	Active
Harlowe – United Church Cemetery	3272 Harlowe Road	Active
Ompah Cemetery	9676 Road 509	Active
St. John's Anglican Cemetery	6041 Road 506	Inactive

The Corporation of the Township of North Frontenac

By-law # 2025-28

Being a By-law to Adopt an Asset Management Plan for the Township of North Frontenac

Whereas Ontario Regulation 588/17 (as amended by Ontario Regulation 193/21) provides that every municipality shall prepare an Asset Management Plan to comply with the Regulation effective July 1, 2025;

And Whereas the Council of the Corporation of the Township of North Frontenac deems it expedient to establish an Asset Management Plan;

Now Therefore the Council of the Corporation of the Township of North Frontenac enacts that the Asset Management Plan as set out in Schedule 'A' attached heretofore is hereby adopted for the Township of North Frontenac;

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

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

Read a first and second time on **July 10, 2025**.

Read a third time and finally passed on **July 10, 2025**.

Gerry Lichty, Mayor

Tara Mieske, Clerk

Township of North Frontenac



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Township of
North Frontenac



The 2025 Asset Management Plan was updated by the CAO and Management of the Township of North Frontenac.

The 2024 Asset Management Plan was updated by the CAO and Management of the Township of North Frontenac with assistance from PSD Citywide.

The 2022 Asset Management Plan was prepared



by:

Empowering your organization through advanced asset management, budgeting & GIS solutions

Key Statistics

Replacement cost of asset portfolio

\$184 million

Replacement cost of infrastructure per household

\$49,715 (2024)

Percentage of assets in fair or better condition

65%

Percentage of assets with assessed condition data

90%

Annual capital infrastructure deficit
(including life cycle events)

\$4.6 million
\$3.3 million with Grants

Recommended timeframe for eliminating annual infrastructure deficit

15 Years

Target reinvestment rate
(including life cycle events)

3.68%

Actual reinvestment rate

.32%
without Grants
.50%
with Grants

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Executive Summary

Municipal infrastructure provides the foundation for the economic, social, and environmental health and growth of a community through the delivery of critical services. The goal of asset management is to deliver an adequate level of service in the most cost-effective manner. This involves the development and implementation of asset management strategies and long-term financial planning.

A sustainable financial strategy must be based on the analysis of whole lifecycle costs. The Township applied a combination of proactive lifecycle strategies (for roads) and replacement-only strategies (for other asset types) to identify the most cost-effective methods of maintaining existing service levels. Based on this analysis, the Township’s proposed level of service is to maintain a target average asset condition of Good at 70%.

Scope

This Asset Management Plan (AMP) identifies the current practices and strategies that are in place to manage public infrastructure and makes recommendations where they can be further refined. Through the implementation of sound asset management strategies, the Township of North Frontenac can ensure that public infrastructure is managed to support the sustainable delivery of municipal services.

This AMP includes the following asset categories:

Asset Category

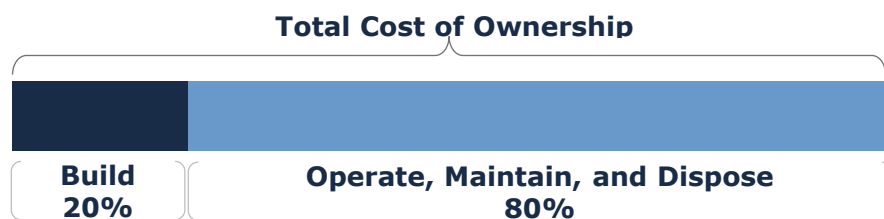
 Roads and Roadside	 Bridges and Culverts
 Stormwater	 Buildings and Facilities
 Machinery and Equipment	 Vehicles
 Parks and Land Improvements	

With the development of this AMP, the Township has achieved compliance with O. Reg. 588/17 to the extent of the requirements that must be completed by July 1, 2024. This document will achieve compliance with O.Reg 588/17 required for July 1, 2025.

Overview of Asset Management

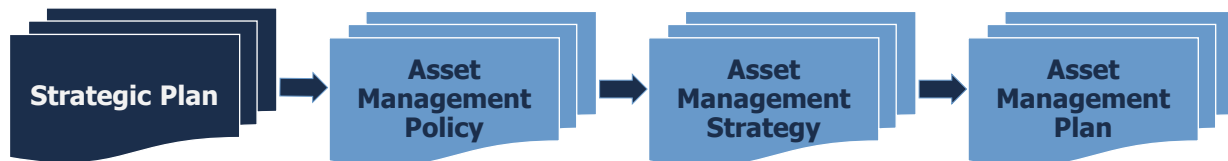
Municipalities are responsible for managing and maintaining a broad portfolio of infrastructure assets to deliver services to the community. The goal of asset management is to minimize the lifecycle costs of delivering infrastructure services, manage the associated risks, while maximizing the value ratepayers receive from the asset portfolio.

The acquisition of capital assets accounts for only 10-20% of their total cost of ownership. The remaining 80-90% derives from operations and maintenance. This AMP focuses its analysis on the capital costs to maintain, rehabilitate and replace existing municipal infrastructure assets.



These costs can span decades, requiring planning and foresight to ensure financial responsibility is spread equitably across generations. An asset management plan is critical to this planning, and an essential element of broader asset management program.

The diagram below depicts an industry standard approach and sequence developing a practical asset management program. Beginning with a Strategic Plan, followed by an Asset Management Policy and an Asset Management Strategy, concluding with an Asset Management Plan.



This industry standard, defined by the Institute of Asset Management (IAM), emphasizes the alignment between the corporate strategic plan and various asset management documents. The strategic plan has a direct, and cascading impact on asset management planning and reporting.

Strategic Asset Management Policy

A Strategic Asset Management Policy represents a statement of the principles guiding the Township’s approach to asset management activities. It aligns with the organizational strategic plan and provides clear direction to municipal staff on their roles and responsibilities as part of the asset management program.

The Township of North Frontenac adopted By-law No. 2024-48 “Strategic Asset Management Policy” on June 27, 2024 in accordance with Ontario Regulation 588/17, to be reviewed every 5 years.

The policy provides a foundation for the development of an asset management program within the Township. It covers key components that define a comprehensive asset management policy:

- The policy’s statements dictate the use of asset management practices to ensure all assets meet the agreed levels of service in the most efficient and effective manner;
- the policy commits to, where appropriate, incorporating asset management in the Township’s other plans;
- there are formally defined roles and responsibilities of internal staff and stakeholders;
- the guiding principles include the use of a cost/benefit analysis in the management of risk; and
- the policy statements are well defined.

This Policy is not a static document, the strategy should not evolve and change frequently—unlike the asset management plan. The strategy provides a long-term outlook on the overall asset management program development and strengthening key elements of its framework.

Asset Management Plan

The AMP presents the outcomes of the Township’s asset management program and identifies the resource requirements needed to achieve a defined level of service.

The AMP typically includes the following content:

- State of Infrastructure
- Asset Management Strategies
- Levels of Service
- Financial Strategies

The AMP is a living document that should be updated regularly as additional asset and financial data becomes available. This will allow the Township to re-evaluate the state of infrastructure and identify how the organization’s asset management and financial strategies are progressing. The Township’s last iteration of the AMP was completed in 2024. Since then, the asset inventory has been consolidated critical asset data and undergone revisions for core assets. This AMP uses the updated asset inventory and has been prepared in accordance with O. Reg. 588/17.

Key Concepts in Asset Management

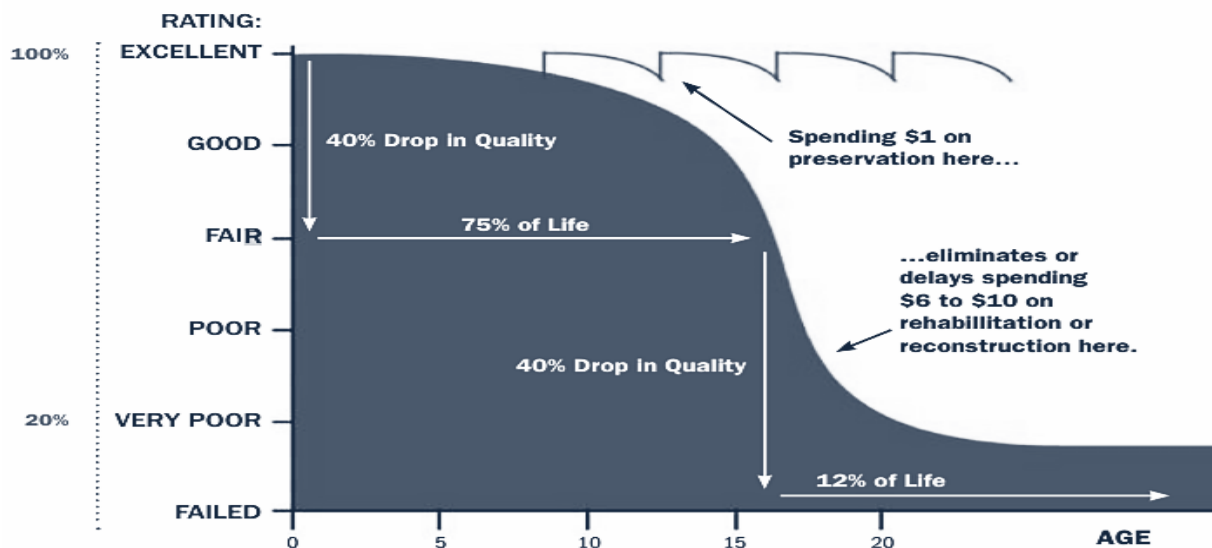
Effective asset management integrates several key components, including lifecycle management, risk management, and levels of service. These concepts are applied throughout this asset management plan and are described below in greater detail.

Lifecycle Management Strategies

The condition or performance of most assets will deteriorate over time. This process is affected by a range of factors including an asset’s characteristics, location, utilization, maintenance history and environment. Asset deterioration has a negative effect on the ability of an asset to fulfill its intended function, and may be characterized by increased cost, risk and even service disruption.

To ensure that municipal assets are performing as expected and meeting the needs of customers, it is important to establish a lifecycle management strategy to proactively manage asset deterioration. Since costs to rehabilitate tend to increase towards the end of life of an asset, proactive and timely intervention will lead to lower lifecycle costs.

This concept is further illustrated by the figure below, highlighting the cost impact of a maintenance activity contrasted by the cost impact of a rehabilitative activity later in the life of the asset.



There are several field intervention activities that are available to extend the life of an asset. These activities can be generally placed into one of three categories: maintenance, rehabilitation and replacement. The following table provides a description of each type of activity and the general difference in cost.

Lifecycle Activity	Description	Example (Roads)	Cost
Maintenance	Activities that prevent defects or deteriorations from occurring	Crack Seal	\$
Rehabilitation/ Renewal	Activities that rectify defects or deficiencies that are already present and may be affecting asset performance	Mill & Re-surface	\$\$
Replacement/ Reconstruction	Asset end-of-life activities that often involve the complete replacement of assets	Full Reconstruction	\$\$\$
Replacement Upgrade	Asset end-of-life activities that involve the replacement of an asset to an 'upgraded' asset	Gravel Road to a Surface Treated Road	\$\$\$

Depending on initial lifecycle management strategies, asset performance can be sustained through a combination of maintenance and rehabilitation, but at some point, replacement is required. Understanding what effect these activities will have on the lifecycle of an asset, and their cost, will enable staff to make better recommendations.

The Township's approach to lifecycle management is described within each core asset category outlined in this AMP. Developing and implementing a proactive lifecycle strategy will help staff to determine which activities to perform on an asset and when they should be performed to maximize useful life at the lowest total cost of ownership.

Risk and Criticality

Asset risk and criticality are essential building blocks of asset management, integral in prioritizing projects and distributing funds where they are needed most based on a variety of factors. Assets in disrepair may fail to perform their intended function, pose substantial risk to the community, lead to unplanned expenditures, and create liability for the municipality. In addition, some assets are simply more important to the community than others, based on their financial significance, their role in delivering essential services, the impact of their failure on public health and safety, and the extent to which they support a high quality of life for community stakeholders.

Risk is a product of two variables: the probability that an asset will fail, and the resulting consequences of that failure event. It can be a qualitative measurement, (low, medium, high) or quantitative measurement (1-5), that can be used to rank assets and projects, identify appropriate lifecycle strategies, optimize short- and long-term budgets, minimize service disruptions, and maintain public health and safety.

The approach used in this AMP relies on a quantitative measurement of risk associated with each asset. The probability and consequence of failure are each scored from 1 to 5, producing a minimum risk index of 1 for the lowest risk assets, and a maximum risk index of 25 for the highest risk assets.

Probability of Failure

Several factors can help decision-makers estimate the probability or likelihood of an asset's failure, including its condition, age, previous performance history, and exposure to extreme weather events, such as flooding and ice jams—both a growing concern for municipalities in Canada.

Consequence of Failure

Estimating criticality also requires identifying the types of consequences that the organization and community may face from an asset's failure, and the magnitude of those consequences. Consequences of asset failure will vary across the infrastructure portfolio; the failure of some assets may result primarily in high direct financial cost but may pose limited risk to the community. Other assets may have a relatively minor financial value, but any downtime may pose significant health and safety hazards to residents.

This AMP includes an evaluation of asset risk and criticality. Each asset has been assigned a probability of failure score and consequence of failure score based on available asset data. These risk scores can be used to prioritize maintenance, rehabilitation, and replacement strategies for critical assets.

Levels of Service

A level of service (LOS) is a measure of what the Township is providing to the community and the nature and quality of that service. Within each asset category in this AMP, technical metrics and qualitative descriptions that measure both technical and community levels of service have been established and measured as data is available.

These measures include a combination of those that have been outlined in O. Reg. 588/17 in addition to performance measures identified by the Township as worth measuring and evaluating. The Township measures the level of service provided at two levels: Community Levels of Service, and Technical Levels of Service.

Community Levels of Service

Community levels of service are a simple, plain language description or measure of the service that the community receives.

For core asset categories (roads, bridges and culverts, water, wastewater, stormwater) and non-core assets, through O. Reg. 588/17, has provided qualitative descriptions that are required to be included in this AMP. These descriptions can be found in the Levels of Service subsection within each asset category.

Technical Levels of Service

Technical levels of service are a measure of key technical attributes of the service being provided to the community. These include mostly quantitative measures and tend to reflect the impact of the Township's asset management strategies on the physical condition of assets or the quality/capacity of the services they provide.

For core asset categories (Roads, Bridges & Culverts, Water, Sanitary, Storm Water) and non-core assets, through O. Reg. 588/17, has provided technical key performance indicators (KPIs) that are required to be included in this AMP. These KPIs, along with those that the Township has identified, can be found in the Levels of Service subsection within each asset category.

Current Levels of Service

This AMP focuses on measuring the current level of service provided to the community. As the current levels of service are being measured, the Township can look to see if we want to strive to a different proposed levels of service over a 10-year period, in accordance with O. Reg. 588/17.

Proposed Levels of Service

Proposed levels of service should be realistic and achievable within the timeframe outlined by the Township. They were determined with consideration of a variety of community expectations, fiscal capacity, regulatory requirements, corporate goals, and long-term sustainability.

The following two scenarios have been considered for establishing target levels of service for all asset categories included in this Asset Management Plan. This methodology provides a consistent, structured approach with a focus on asset condition.

Scenarios

The scenarios that were used to analyze North Frontenac's inventory were run for 100-years to ensure all the lifecycles were included at least once. They are also all based on the data available in the asset management system which outlines estimated useful life and condition as well as replacement costs which all the results are based on.

Scenario 1: Current Capital Reinvestment Rate - this scenario utilizes the current capital reinvestment within each asset category. Assuming the current annual investment was maintained, which determined the projected average condition. At the current level we are seeing our condition rate % of assets in Fair or better decreasing. This is mainly due to the need to invest more in the road network.

Scenario 2: Target Condition Good at 70% - this scenario utilizes an average condition at the target of Good at 70% within each asset category. This Scenario

requires the continuation of the 2% annual capital levy over the next 15 years, which in turn can increase our annual Capital spending by 2%.

Results

Scenario 1: Current Capital Reinvestment

In this scenario, the Township continues its current capital investment level of \$2.1 million per year (not including grants as they are not guaranteed). At this funding level, the asset inventory maintains an overall average condition of Poor. However, this level of investment is insufficient to prevent long-term deterioration.

Projections show that under this scenario, most asset categories will decline to a Poor or Very Poor condition within 25 years. As assets reach this critical state, the Township will face increased risks, including reduced service levels, higher maintenance and unplanned repair costs, and potential service disruptions. Maintaining this underfunded investment strategy is not sustainable and will ultimately fail to support the delivery of adequate services to the community.

Scenario 2: Target Condition Good at 70%

Scenario 2 targets an average asset condition of Good, with a condition rating of approximately 70%. This represents a balanced approach that maintains infrastructure in a state of good repair.

Achieving this level of service requires an estimated annual capital investment of \$6.4 million. This scenario allows the Township to maintain the assets at a similar level to the current state of the infrastructure.

At this time the Proposed level of service is to continue increasing the capital reinvestment rate by 2% annually by way of a dedicated 2% annual Tax Levy increase. The focus is on the impact that current investment levels have on the condition of the infrastructure over time. The key focus is that the annual investment stays constant with the increase annually, and the condition of the infrastructure is evaluated based on that level of reinvestment.

Climate Change

Climate change can cause severe impacts on human and natural systems around the world. The effects of climate change include increasing temperatures, higher levels of precipitation, droughts, and extreme weather events. In 2019, Canada's Changing Climate Report (CCCR 2019) was released by Environment and Climate Change Canada (ECCC).

The report revealed that between 1948 and 2016, the average temperature increase across Canada was 1.7°C; moreover, during this time period, Northern Canada experienced a 2.3°C increase. The temperature increase in Canada has

doubled that of the global average. If emissions are not significantly reduced, the temperature could increase by 6.3°C in Canada by the year 2100 compared to 2005 levels. Observed precipitation changes in Canada include an increase of approximately 20% between 1948 and 2012. By the late 21st century, the projected increase could reach an additional 24%. During the summer months, some regions in Southern Canada are expected to experience periods of drought at a higher rate. Extreme weather events and climate conditions are more common across Canada. Recorded events include droughts, flooding, cold extremes, warm extremes, wildfires, and record minimum arctic sea ice extent.

The changing climate poses a significant risk to the Canadian economy, society, environment, and infrastructure. The impacts on infrastructure are often a result of climate-related extremes such as droughts, floods, higher frequency of freeze-thaw cycles, extended periods of high temperatures, high winds, and wildfires. Physical infrastructure is vulnerable to damage and increased wear when exposed to these extreme events and climate variabilities. Canadian Municipalities are faced with the responsibility to protect their local economy, citizens, environment, and physical assets.

Climate Profile

The Township of North Frontenac is expected to experience notable effects of climate change which include higher average annual temperatures, an increase in total annual precipitation, and an increase in the frequency and severity of extreme events. According to Climatedata.ca – a collaboration supported by Environment and Climate Change Canada (ECCC) – according to the report the Township of North Frontenac will likely experience the following trends:

- Higher Average Annual Temperature:
- Increase in Average Annual Precipitation:
- Increase in Frequency of Extreme Weather Events:

Integrating Climate Change

Asset management practices aim to deliver sustainable service delivery - the delivery of services to residents today without compromising the services and well-being of future residents. Climate change threatens sustainable service delivery by reducing the useful life of an asset and increasing the risk of asset failure. Desired levels of service can be more difficult to achieve as a result of climate change impacts such as flooding, high heat, drought, and more frequent and intense storms.

To achieve the sustainable delivery of services, climate change considerations should be incorporated into asset management practices. The integration of asset management and climate change adaptation observes industry best practices and enables the development of a holistic approach to risk management.

Ontario Regulation 588/17

As part of the *Infrastructure for Jobs and Prosperity Act, 2015*, the Ontario government introduced Regulation 588/17 - Asset Management Planning for Municipal Infrastructure (O. Reg 588/17). Along with creating better performing organizations, more liveable and sustainable communities, the regulation is a key, mandated driver of asset management planning and reporting. It places substantial emphasis on current and proposed levels of service and the lifecycle costs incurred in delivering them. The diagram below outlines key reporting requirements under O. Reg 588/17 and the associated timelines.

2019

Strategic Asset Management Policy

2024

An Asset Management Plan for Core and Non-Core Assets with the same components as 2022 and a Strategic Asset Management Policy Update

2022

Asset Management Plan for Core Assets with the following components:

1. Current levels of service
2. Inventory analysis
3. Lifecycle activities to sustain LOS
4. Cost of lifecycle activities
5. Population and employment forecasts
6. Discussion of growth impacts

2025

An Asset Management Plan for **All Assets** with the following additional components:

1. Proposed levels of service for next 10 years
2. Updated inventory analysis
3. Lifecycle management strategy
4. Financial strategy and addressing shortfalls
5. Discussion of how growth assumptions impacted lifecycle and financial strategies

Scope and Methodology

The scope of this document is to identify the current practices and strategies that are in place to manage public infrastructure and to make recommendations where they can be further refined. Through the implementation of sound asset management strategies, the Township can ensure that public infrastructure is managed to support the sustainable delivery of municipal services.

Asset categories

This asset management plan for the Township of North Frontenac is produced in compliance with Ontario Regulation 588/17.

The AMP summarizes the state of the infrastructure for the Township's asset portfolio and for all assets it establishes current levels of service and the associated technical and customer oriented KPIs, outlines lifecycle strategies for optimal asset management and performance, and provides financial strategies to reach sustainability for the asset categories listed below.

Asset Category	Source of Funding
Roads and Roadside	Tax Levy and Government Funding
Bridges and Culverts	
Stormwater	
Buildings and Facilities	
Machinery and Equipment	
Vehicles	
Parks and Land Improvements	

Asset Inventory

The asset information presented in this AMP has been developed from the asset inventory that is stored in the Citywide™ Asset Manager database as of December 31, 2024. This inventory serves as the Township's tangible capital asset inventory and has been consolidated with additional asset data from the data sources listed below.

Asset Category	Asset Data Sources
Roads and Roadside	2022 Road Needs Study (RNS) Report by D.M. Wills Associates Limited (Surface treated and gravel)
Bridges and Culverts	2022 Ontario Structure Inspection Manual (OSIM) report by D.M. Wills Associates Limited (2024 OSIM field work has been completed, final report pending)
Stormwater	Staff, Consultant and Market Data
Buildings and Facilities	2022 Building Condition Assessments (BCA) by McIntosh Perry Limited (MPL)
Machinery and Equipment	
Vehicles	Staff, Consultant and Market Data
Parks and Land Improvements	

Deriving Replacement Costs

There are a range of methods to determine the replacement cost of an asset, and some are more accurate and reliable than others. This AMP relies on two methodologies:

- **User-Defined Cost and Cost/Unit:** Based on costs provided by municipal staff which could include average costs from recent contracts; data from engineering reports and assessments; staff estimates based on knowledge and experience
- **Cost Inflation/CPI Tables:** Historical cost of the asset is inflated based on Consumer Price Index or Non-Residential Building Construction Price Index

User-defined costs based on reliable sources are a reasonably accurate and reliable way to determine asset replacement costs. Cost inflation is typically used in the absence of reliable replacement cost data. It is a reliable method for recently purchased and/or constructed assets where the total cost is reflective of the actual costs that the Township incurred. As assets age, and new products and technologies become available, cost inflation becomes a less reliable method.

Estimated Useful Life and Service Life Remaining

The estimated useful life (EUL) of an asset is the period over which the Township expects the asset to be available for use and remain in service before requiring replacement or disposal. The EUL for each asset in this AMP was assigned according to the knowledge and expertise of municipal staff and supplemented by existing industry standards when necessary.

By using an asset's in-service data and its EUL, the Township can determine the service life remaining (SLR) for each asset. Using condition data and the asset's

SLR, the Township can more accurately forecast when it will require replacement. The SLR is calculated as follows:

$$\text{Service Life Remaining (SLR)} = \text{In Service Date} + \text{Estimated Useful Life (EUL)} - \text{Current Year}$$

Deriving Annual Capital Requirements

By dividing the replacement cost of an asset with the asset's estimated useful life and factoring in the cost and impact of any lifecycle activities, the average annual capital requirements can be derived. The average annual requirement is calculated as follows:

$$\begin{aligned} \text{Annual Capital Requirement (Lifecycle Scenario)} \\ = \frac{(\text{Replacement Cost} + \text{Cost of Lifecycle Activities})}{(\text{Estimated Useful Life (EUL)} + \text{Impact of Lifecycle Activities})} \end{aligned}$$

$$\text{Annual Capital Requirement (Replacement Only Scenario)} = \frac{\text{Replacement Cost}}{\text{Estimated Useful Life (EUL)}}$$

Reinvestment Rate

As assets age and deteriorate, they require additional investment to maintain a state of good repair. The reinvestment of capital funds, through asset renewal or replacement, is necessary to sustain an adequate level of service. The reinvestment rate is a measurement of available or required funding relative to the total replacement cost.

By comparing the actual vs. target reinvestment rate the Township can determine the extent of any existing funding gap. The reinvestment rate is calculated as follows:

$$\text{Target Reinvestment Rate} = \frac{\text{Annual Capital Requirement}}{\text{Total Replacement Cost}}$$

$$\text{Actual Reinvestment Rate} = \frac{\text{Annual Capital Funding}}{\text{Total Replacement Cost}}$$

Deriving Asset Condition

An incomplete or limited understanding of asset condition can mislead long-term planning and decision-making. Accurate and reliable condition data helps to prevent premature and costly rehabilitation or replacement and ensures that lifecycle activities occur at the right time to maximize asset value and useful life.

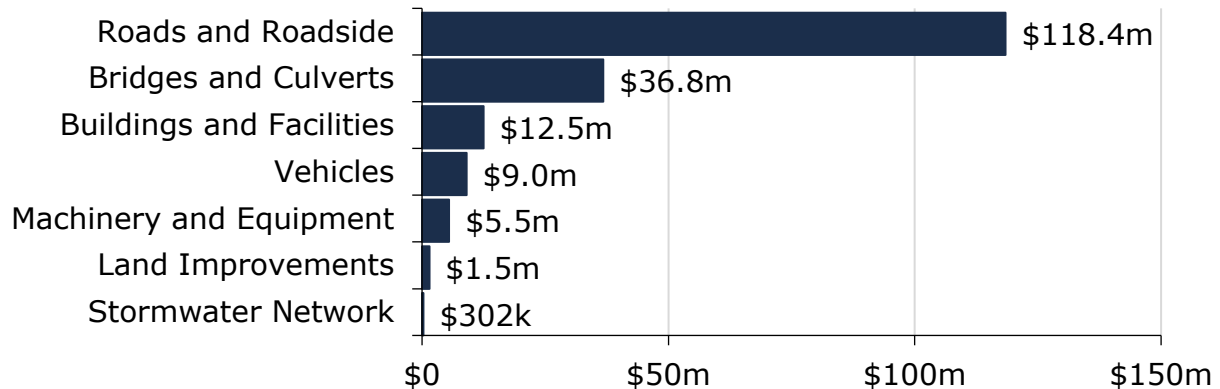
A condition assessment rating system provides a standardized descriptive framework that allows comparative benchmarking across the Township's asset portfolio. The table below outlines the condition rating system used in this AMP to determine asset condition. This rating system is aligned with the Canadian Core Public Infrastructure Survey which is used to develop the Canadian Infrastructure Report Card. When assessed condition data is not available, service life remaining is used to approximate asset condition.

Condition	Description	Criteria	Service Life Remaining (%)
Very Good	Fit for the future	Well maintained, good condition, new or recently rehabilitated	80-100
Good	Adequate for now	Acceptable, generally approaching mid-stage of expected service life	60-80
Fair	Requires attention	Signs of deterioration, some elements exhibit significant deficiencies	40-60
Poor	Increasing potential of affecting service	Approaching end of service life, condition below standard, large portion of system exhibits significant deterioration	20-40
Very Poor	Unfit for sustained service	Near or beyond expected service life, widespread signs of advanced deterioration, some assets may be unusable	0-20

The analysis in this AMP is based on assessed condition data only as available. In the absence of assessed condition data, asset age is used as a proxy to determine asset condition. Appendix C includes additional information on the role of asset condition data and provides basic guidelines for the development of a condition assessment program.

Findings

The overall replacement cost of the asset categories included in this AMP totals \$184 million and is based on the Township’s tangible capital asset inventory as of December 31st, 2024.



Of all assets analysed in this AMP 65% are in fair or better condition and assessed condition data was available for 90% of assets.

The development of a long-term, sustainable financial plan requires an analysis of whole lifecycle costs. This AMP uses a combination of proactive lifecycle strategies (for HCB and LCB roads) and replacement only strategies (all other assets) to determine the lowest cost option to maintain the current level of service.

To meet capital replacement and rehabilitation needs for existing infrastructure, prevent infrastructure backlogs, and achieve long-term sustainability, the Township’s average annual capital requirement totals \$6.7 million. Based on a historical analysis of sustainable capital funding sources, the Township is committing approximately \$2.1 million towards capital projects/reserves per year plus any additional funding received through grants. In 2025 an additional \$989k from Ontario Community Infrastructure Fund (OCIF) plus \$214k from the Canada Community Building Fund (CCBF). It is best practice to develop AMP based on known funding and not considering Grants as they are unstable. Grants received in North Frontenac have generally been put towards projects not able to be funded through our regular funding.



It is important to note that this AMP represents a snapshot in time and is based on the best available processes, data, and information at the Township. Strategic asset management planning is an ongoing and dynamic process that requires continuous improvement and dedicated resources. Effective 2025, the Township was able to fill the position of Technical Services Officer (TSO). One of the TSO duties is to help with the Asset Management Planning, by way of reviewing data and inventory specifically for our Roads infrastructure (our largest asset), working with the Public Works Manager to incorporate life cycle strategies, etc.

Recommendations

A financial strategy was developed in the 2024 Asset Management Plan to address the annual capital funding gap. The average annual tax increase was estimated at 2.9% to eliminate the Township's infrastructure deficit based on a 15-year plan for all the assets. During the 2025 Budget deliberations Council approved a 2% increase in 2025.

On going efforts to guide continuous refinement of the Township's asset management program includes:

- Reviewing asset data to develop a complete and accurate asset inventory in a centralized database
- Implementing a data governance strategy to increase confidence and continuing to operationalize asset management using the database and database functionality
- Developing a condition assessment strategy with a regular schedule
- Reviewing and updating lifecycle management strategies
- Developing and regularly reviewing short and long-term plans to meet capital requirements
- Continuing to measure current levels of service and identifying sustainable proposed levels of service

Portfolio Overview

Community Profile

Census Characteristic	Township of North Frontenac	Ontario
Population 2021	2,285	14,223,942
Population Change 2016-2021	20%	6%
Total Private Dwellings *	3649	5,929,250
Population Density	2.0/km ²	15.9/km ²
Land Area	1,157.97 km ²	892,411.76 km ²

*used the household count based on Municipal Property Assessment Corporation data not from Stats Canada

The Township of North Frontenac is in Frontenac County in eastern Ontario. It is a rural municipality, with the benefit from the region's proximity to several major urban markets.

The region and the Frontenac County were first established in the 1700s. As with many rural Townships, North Frontenac was created through the amalgamation of different Townships in the late 1990s.

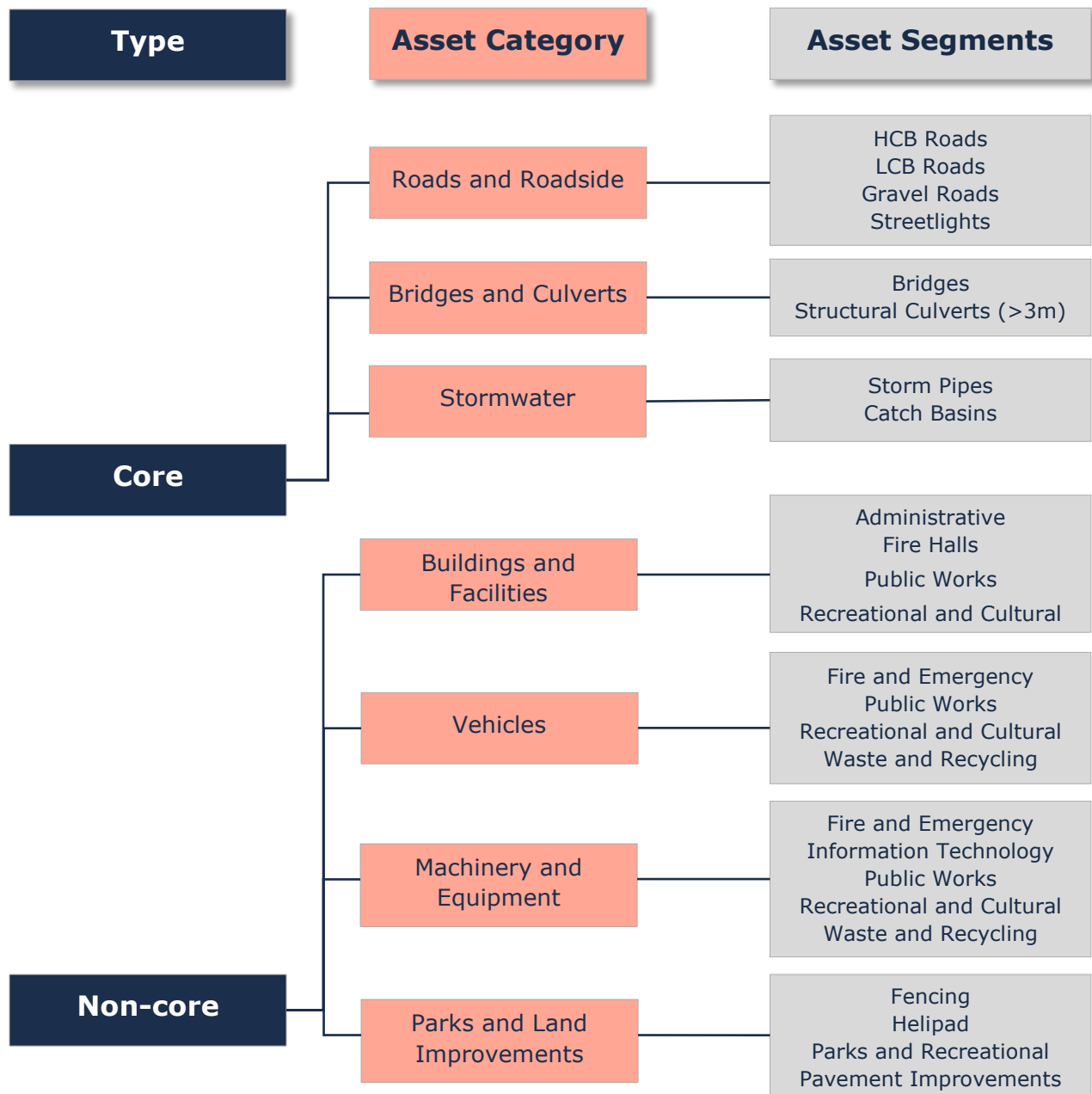
The Township's economy is primarily composed of tourism and service-based businesses. The 2021 Census indicated a 20% increase over the 2016 population, exceeding the forecasts in previous official documents.

Municipal staff have acknowledged the need to operationalize asset management through the establishment of a centralized asset inventory and identifying missing infrastructure data. This will allow for effective decision-making and the use of risk-based project prioritization, which is essential for capital planning since major infrastructure projects are heavily reliant on the availability of grants.

Staff and Council intend to support continuous growth within the Township by investing in critical infrastructure and advancing their asset management program.

Asset Hierarchy

Asset hierarchy explains the relationship between individual assets and their components, and a wider, more expansive network and system. How assets are grouped in a hierarchy structure can impact how data is interpreted. Assets were structured to support meaningful, efficient reporting and analysis. Key category details are summarized at asset segment level



Replacement Cost of Asset Portfolio

The asset categories analysed in this AMP have a total replacement cost of \$183 million based on inventory data from 2024. This total was determined based on a combination of user-defined costs and historical cost inflation. This estimate reflects replacement of historical assets with similar, not necessarily identical, assets available for procurement today.

The following table identifies the methods employed to determine replacement costs across each asset category:

Asset Category	Replacement Cost Method		
	Defined Replacement Cost	Historical Cost Indexing	Replacement Cost Source
Roads and Roadside	100%	0%	2022 Roads Needs Study
Bridges and Culverts	100%	0%	2022 OSIM*
Stormwater	100%	0%	Staff, Consultant and Market Data Input
Buildings and Facilities	100%	0%	2022 Building Condition Assessment
Machinery and Equipment	0%	100%	Historical Cost Inflation
Vehicles	0%	100%	
Parks and Land Improvements	0%	100%	
Overall	76%	24%	

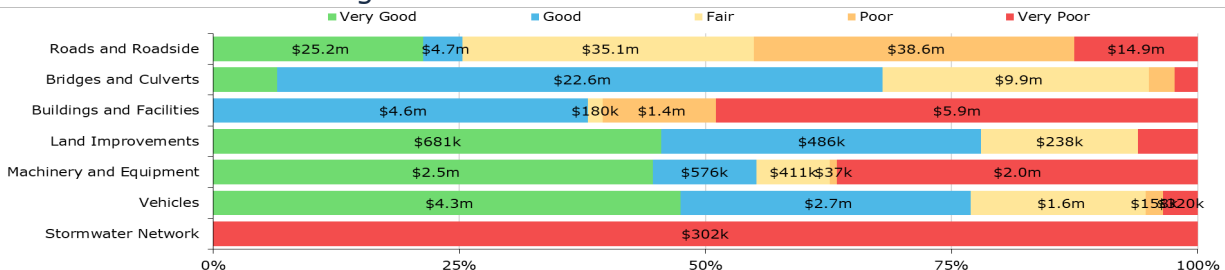
***2024 OSIM Field work complete final report pending**

Target vs. Actual Reinvestment Rate

By comparing target vs actual reinvestment rate. To meet the long-term replacement needs, the Township should be allocating approximately \$6.7 million annually, for a target reinvestment rate of 3.68%. Actual annual spending on infrastructure totals approximately \$2.1 million (not including Grants), for an actual reinvestment rate of .32% (.50% with 2024 Grant funding dollars).

Condition of Asset Portfolio

The current condition of the assets is central to all asset management planning. Collectively, 65% of assets in the Township are in fair or better condition. This estimate relies on both age-based and field condition data.



This AMP relies on assessed condition data for 90% of assets; for the remaining portfolio, age is used as an approximation of condition. Assessed condition data is invaluable in asset management planning as it reflects the true condition of the asset and its ability to perform its functions. The table below identifies the source of condition data used throughout this AMP.

Asset Category	% of Assets with Age-based Condition	% of Assets with Assessed Condition	Source of Condition Data
Roads and Roadside	2%	98%	2022 GRES 2022 RNS
Bridges and Culverts	3%	97%	2022 OSIM
Buildings and Facilities	1%	99%	2022 BCA
Vehicles	95%	5%	Staff Assessment
Stormwater	100%	0%	Age-based
Machinery and Equipment	100%	0%	
Parks and Land Improvements	100%	0%	
Overall	10%	90%	

Service Life Remaining

Based on the asset inventory, asset age, available assessed condition data and estimated useful life, 43% of the Township's assets may require replacement within the next 10 years. Capital requirements over the next 10 years are identified in Appendix B.

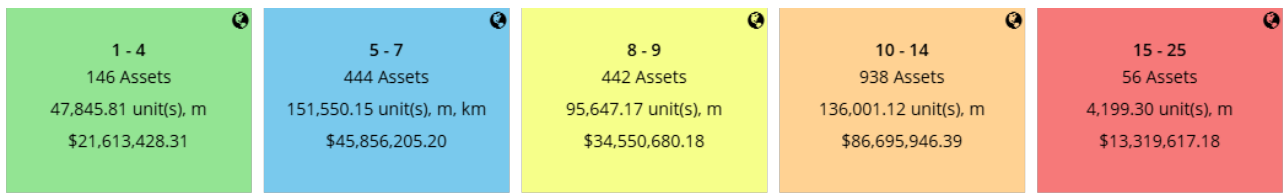
Forecasted Capital Requirements

The development of a long-term capital forecast should include both asset rehabilitation and replacement requirements. With the development of asset-specific lifecycle strategies that include the timing and cost of future capital events, the Township can produce an accurate long-term capital forecast.

The specific projected cost of lifecycle activities required over the next 10 years, to maintain the current level of service, can be found in Appendix B.

Risk & Criticality

Advanced risk models for core linear assets and high-level risk models for all other assets were developed as part of this asset management plan. The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the asset portfolio and is based on 2024 inventory data.



Roads and Roadside

Roads and roadside assets are a critical component of the provision of safe and efficient transportation services, connecting the many hamlets and rural areas that comprise the Township. These assets represent the highest value asset categories in the Township's asset portfolio. It includes all municipally owned and maintained roadways in addition to supporting roadside infrastructure.

The Public Works department manages the Township's roads and roadside assets, through the maintenance, rehabilitation and construction of roads and supporting roadside infrastructure. The department is also responsible for winter snow clearing, ice control and snow removal operations.

A Level of Service Policy was established in 2013 to set the minimum maintenance and repair for roads. The Public Works department aims to conduct its operation activities in an efficient and effective way.

The state of the infrastructure for the road network is summarized in the following table.

Replacement Cost	Condition	Financial Capacity	
\$118 million	Fair (45%)	Annual Requirement:	\$4,354,371
		Funding Available:	\$1,223,250
		Annual Deficit:	\$3,131,121

Asset Inventory & Costs

The table below includes the quantity, total replacement cost and annual capital requirements of each asset segment in the Township's roads and roadside inventory.

Asset Segment	Quantity	Replacement Cost	Annual Capital Requirement
LCB Roads	184 km	\$75,707,518	\$3,371,301
Gravel Roads	147 km	\$37,657,059	\$823,511
HCB Roads	13 km	\$4,767,425	\$130,699
Guiderails	4 assets(new sections)	\$222,035	\$22,204
Street Lights	86	\$79,491	\$6,657
Total		\$118,433,528	\$4,354,371

Each asset’s replacement cost should be reviewed periodically to determine whether adjustments are needed to more accurately represent capital requirements.

Asset Condition & Age

To ensure that the Township’s roads and roadside assets continue to provide an acceptable level of service, the Township should monitor the average condition of all assets. If the average condition declines, staff should re-evaluate their lifecycle management strategy to determine what combination of maintenance, rehabilitation, replacement activities, and funding is required to increase the overall condition of the roads.

Each asset’s estimated useful life should also be reviewed periodically to determine whether adjustments need to be made to better align with the observed length of service life for each asset type.

Current Approach to Condition Assessment

Accurate and reliable condition data allows staff to more confidently determine the remaining service life of assets and identify the most cost-effective approach to managing assets. The following describes the Township’s current approach:

- A road needs study through an external consultant is conducted every 5 years.
- The most recent Road Needs Study was prepared by D.M. Wills Associated Ltd. in 2022.
- Routine road patrols are undertaken weekly, granular roads are also visually inspected during grading activities
- Other road network assets are inspected as per O. Reg. 239/02

In this AMP the following rating criteria is used to determine the current condition of HCB and LCB road segments and forecast future capital requirements:

Condition (Roads)	PCI Rating
Very Good	85-100
Good	70-85
Fair	55-70
Poor	40-55
Very Poor	20-40

For all other assets the following rating criteria is used to determine the current condition and forecast future capital requirements:

Condition	Condition Rating
Very Good	80-100
Good	60-80
Fair	40-60
Poor	20-40
Very Poor	0-20

Lifecycle Management Strategy

The condition or performance of most assets will deteriorate over time. This process is affected by a range of factors including an asset's characteristics, location, utilization, maintenance history and environment.

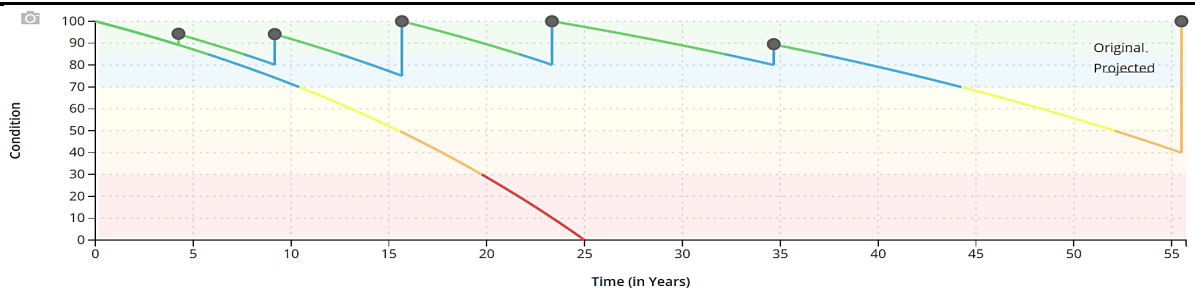
The following table outlines the Township's current lifecycle management strategy.

Activity Type	Description of Current Strategy
Maintenance	Pothole repairs are completed annually based on deficiencies identified through regular road patrols and feedback from the public.
	Seasonal maintenance activities include asphalt patching, graveling, and tree cutting.
	Summer maintenance activities include sidewalk repairs, grading, re-gravelling, applying dust suppressant, ditching, roadside mowing, tree trimming, brush cleanup, road sign installation/maintenance, and line painting.
	Winter maintenance activities include snow plowing, salting, and snow removal.
	A crack seal program is in place for HCB roads as needed to reduce water infiltration and prevent damage.
	A slurry seal program is in place for LCB Roads.
Rehabilitation	Rehabilitation activities include microsurfacing, surface treatments, asphalt overlay and pulverize and pave.
	Road replacement prioritization is determined by consideration of growth, risk, condition, health and safety, and social impact.
Replacement	Road reconstruction projects (base and surface) are identified based on road condition, risk, and sub-surface asset requirements (storm infrastructure).

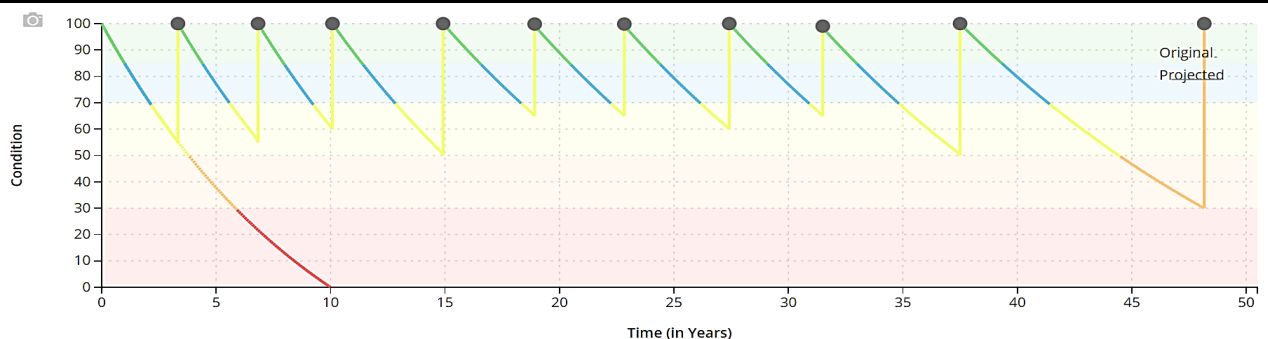
The following lifecycle strategies have been developed to formalize the current approach to managing the lifecycle of HCB, LCB, and Gravel roads. Instead of allowing the roads to deteriorate until replacement is required, strategic

preventative maintenance and rehabilitation is expected to extend the service life of roads at a lower total cost.

HCB Roads		
Event Name	Event Class	Event Trigger
General Maintenance	Maintenance	As needed
Crack Sealing	Preventative Maintenance	Condition: 89
Microsurfacing	Maintenance	Condition: 80
Asphalt Overlay	Rehabilitation	Condition: 75
Pulverize and Pave	Rehabilitation	Condition: 80
Full Reconstruction	Replacement	Condition: 40

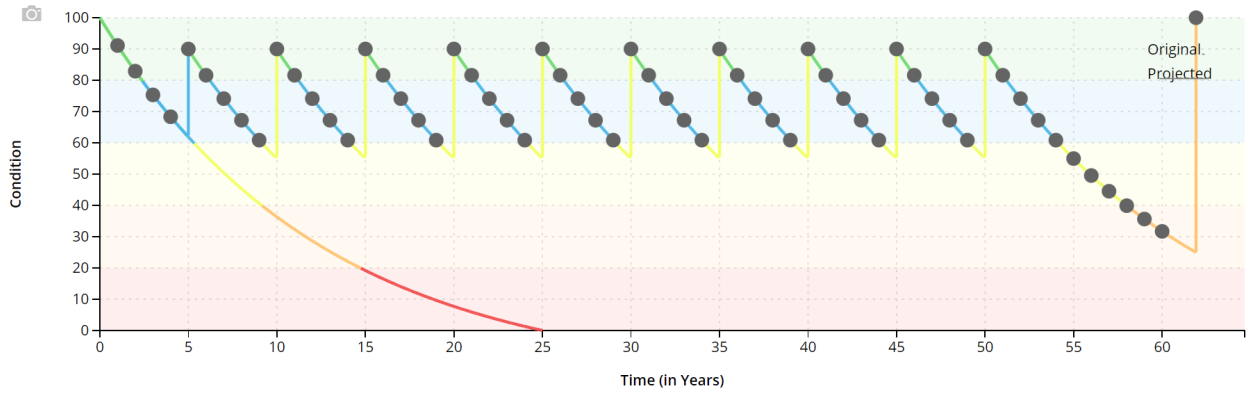


LCB Roads		
Event Name	Event Class	Event Trigger
General Maintenance	Maintenance	As needed
Slurry Seal – 5 Treatments	Preventative Maintenance	Condition: 55 - 65
Double Surface Treatment and Fog Seal	Rehabilitation	Condition: 60
Pulverize and Double Surface Treatment and Fog Seal	Rehabilitation	Condition: 50
Full Reconstruction	Replacement	Condition: 30



Gravel Roads		
Event Name	Event Class	Event Trigger
Annual Calcium Application	Preventative Maintenance	Annually

Annual Graveling	Maintenance	Annually
Ditching and Brushing	Rehabilitation	Every 10 Years
Gravel (75 mm)	Rehabilitation	Every 5 Years
Asset Replacement and/or Asset Upgrade	Replacement	Condition: 25



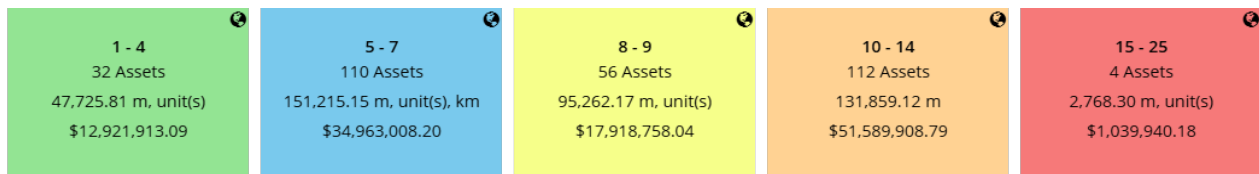
Forecasted Capital Requirements

Based on the lifecycle strategies identified previously for HCB, LCB and Gravel roads, and assuming the end-of-life replacement of streetlights, the annual capital requirement represents the average amount per year that the Township should allocate towards funding rehabilitation and replacement needs.

The specific projected cost of lifecycle activities that will need to be undertaken over the next 10 years to maintain the current level of service can also be found in Appendix B.

Risk & Criticality

The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the assets within this asset category based on 2024 inventory data.



This is a high-level model developed for the purposes of this AMP and Township staff should review and adjust the risk model to reflect an evolving understanding of both the probability and consequences of asset failure.

The asset-specific attributes that municipal staff utilize to define and prioritize the criticality of the road network are documented below:

Probability of Failure (POF)	Consequence of Failure (COF)
Condition	AMP Segment – Surface Type (Financial)
Service Life Remaining	Functional Class (Operational)
	AADT (Strategic)
	Speed Limit (km/h) (Health and Safety)

The identification of critical assets allows the Township to determine appropriate risk mitigation strategies and treatment options. Risk mitigation may include asset-specific lifecycle strategies, condition assessment strategies, or simply the need to collect better asset data.

Risks to Current Asset Management Strategies

The following section summarizes key trends, challenges, and risks to service delivery that the Township is currently facing:



Climate Change and Extreme Events

An increase in freeze/thaw cycles causes road pavement to heave and settle. This can cause the accelerated deterioration of road surface pavement which leads to an increased need for maintenance and rehabilitation. The uncertainty surrounding the impact of extreme weather events can make changing conditions difficult to plan for.



Asset Data and Information

Some of the asset data is pooled, missing in the inventory, and/or incomplete. Both short- and long-term planning requires the regular collection, storage and maintenance of infrastructure data to support asset management decision-making.

Levels of Service

The following tables identify the Township’s current level of service for the road network. These metrics include the technical and community level of service metrics that are required as part of O. Reg. 588/17 as well as any additional performance measures that the Township has selected for this AMP.

Community Levels of Service

The following table outlines the qualitative descriptions that determine the community levels of service provided by the road network.

Service Attribute	Qualitative Description	Current LOS
Scope	Description, which may include maps, of the road network in the municipality and its level of connectivity	The Township’s road infrastructure system spans a total of 344 km primarily within a rural setting, with small areas of semi-urban development. The road network consists of approximately 147 km of gravel roads, 184 km of low class bituminous (LCB) roads and 13 km of high class bituminous (HCB) roads. The road network also contains other roadside appurtenances such as streetlights.

Quality	Description or images that illustrate the different levels of road class pavement condition	<p>The Township completed a Road Needs Study report in 2022 in coordination with D.M. Wills Associates Limited. In addition to the assessment of roads, surface condition ratings and structural adequacy ratings were also determined for each road section.</p> <p>Every road section received a structural adequacy rating (1-10). (1-5) Road surface exhibits moderate to significant deterioration and requires renewal or full replacement within 1-5 years (6-10) Road surface is in good condition or has been recently re-surfaced. Renewal or reconstruction is not required for 6-10+ years</p>
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Technical Levels of Service

The following table outlines the quantitative metrics that determine the technical level of service provided by the road network.

Service Attribute	Technical Metric	Current LOS
Scope	Lane-km of arterial roads (MMS classes 1 and 2) per land area (km/km ²)	0
	Lane-km of collector roads (MMS classes 3 and 4) per land area (km/km ²)	0.3625
	Lane-km of local roads (MMS classes 5 and 6) per land area (km/km ²)	0.1998
Quality	Average pavement condition index for paved roads in the municipality	HCB: 82% LCB: 46%
	Average surface condition for unpaved roads in the municipality (e.g., excellent, good, fair, poor)	Fair
Performance	Target reinvestment rate	4.0%
	Capital reinvestment rate	1.0%

Recommendations

Asset Inventory

- The current asset inventory does not account for additional roadside assets such as signs.
- The streetlight inventory includes several pooled assets that should be broken down into individual assets to allow for coordinated planning and analysis
- Continue to consolidate critical roads and roadside asset information from other asset data sources into the Township's centralized asset inventory.

Lifecycle Management Strategies

- Gather unit costs for assets that have relied primarily on historical inflation and review periodically to ensure a higher level of accuracy and within the context of current market condition
- Evaluate the efficacy of the Township's lifecycle management strategies at regular intervals to determine the impact cost, condition and risk.

Risk Management Strategies

- Implement risk-based decision-making as part of asset management planning and budgeting processes. This should include the regular review of high-risk assets to determine appropriate risk mitigation strategies.
- Review risk models on a regular basis and adjust according to an evolving understanding of the probability and consequences of asset failure.

Levels of Service

- Continue to measure current levels of service in accordance with the metrics identified in O. Reg. 588/17 and those metrics that the Township believes to provide meaningful and reliable inputs into asset management planning.

Bridges and Culverts

Bridges and culverts are another critical component of the transportation services provided to the community.

The Public Works department is responsible for the planning and managing of all bridges and structural culverts located across municipal roads with the goal of keeping structures in an adequate state of repair and minimizing service disruptions.

Based on the requirements outlined by the Ministry of Transportation, the most recent Ontario Structure Inspection (OSIM) was conducted 2022 by D.M. Wills Associates Limited (2024 OSIM field work has been completed, final report pending).

The Township's bridges and culverts inventory is managed in Citywide™ and has consisted of 27 structures that have a span of 3 meters or more, categorizing them as either a bridge or a structural culvert asset. (Pine Lake Culvert has not been incorporated in this report, pending full replacement this year and details).

The state of the infrastructure for bridges and culverts is summarized in the following table.

Replacement Cost	Condition	Financial Capacity	
\$36.8 million	Good (72%)	Annual Requirement:	\$732,012
		Funding Available:	\$154,500
		Annual Deficit:	\$577,512

Asset Inventory & Costs

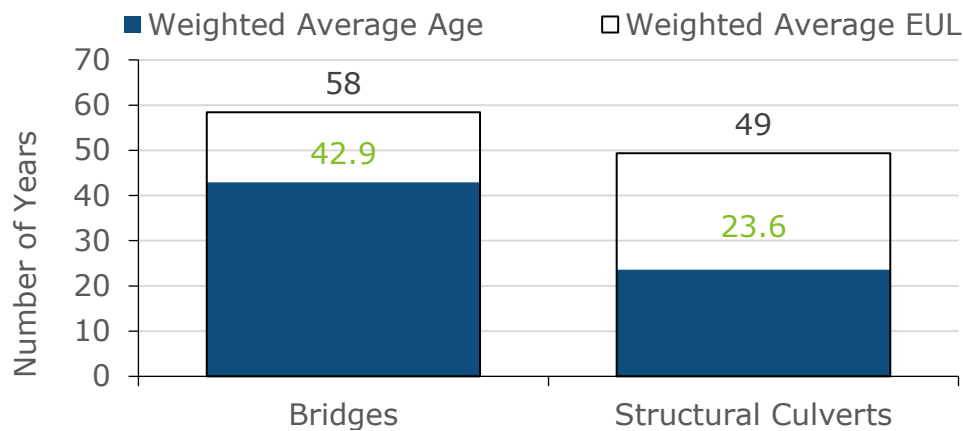
The table below includes the quantity, total replacement cost and annual capital requirements of each asset segment in the Township's Road network inventory.

Asset Segment	Quantity	Replacement Cost	Annual Capital Requirement
Bridges	17	\$31,781,500	\$630,566
Structural Culverts	11	\$4,987,329	\$101,446
Total		\$36,768,829	\$732.012

Each asset's replacement cost should be reviewed periodically to determine whether adjustments are needed to more accurately represent capital requirements.

Asset Condition & Age

The graph below identifies the current average age, and the estimated useful life for each asset segment.



Each asset's estimated useful life should also be reviewed periodically to determine whether adjustments need to be made to better align with the observed length of service life for each asset type.

To ensure that the Township's bridges and culverts continues to provide an acceptable level of service, the Township should monitor the average condition of all assets. If the average condition declines, staff should re-evaluate their lifecycle management strategy to determine what combination of maintenance, rehabilitation, and replacement activities is required to increase the overall condition of the bridges and culverts.

Current Approach to Condition Assessment

Accurate and reliable condition data allows staff to more confidently determine the remaining service life of assets and identify the most cost-effective approach to managing assets. The following describes the Township's current approach:

- Condition assessments of all bridges and culverts with a span greater than or equal to 3 meters are completed every 2 years in accordance with the Ontario Structure Inspection Manual (OSIM)
- The most recent bridge and culvert inspection was conducted in 2022 by D.M. Wills Associates Limited. (2024 OSIM field work has been completed, final report pending).
- Bridge and culvert assets are visually inspected by municipal staff as needed

In this AMP and as per the OSIM reports, the bridge condition index (BCI) rating criteria is used (based on the last OSIM) to determine the current condition of assets and forecast future capital requirements:

Condition	BCI Rating
Very Good	90-100
Good	70-89
Fair	50-69
Poor	40-49
Very Poor	0-40

Lifecycle Management Strategy

The condition or performance of most assets will deteriorate over time. This process is affected by a range of factors including an asset’s characteristics, location, utilization, maintenance history and environment.

The following table outlines the Township’s current lifecycle management strategy.

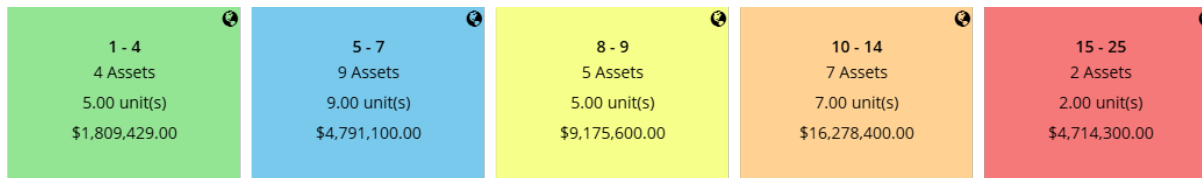
Activity Type	Description of Current Strategy
Maintenance	<p>Typical maintenance includes:</p> <ul style="list-style-type: none"> • Obstruction removal • Cleaning and sweeping • Erosion control • Brush and tree removal
	<p>Biennial OSIM based inspections include a list of recommended maintenance activities that the Township considers and completes according to cost and urgency.</p>
Rehabilitation	<p>Biennial OSIM based inspections include a capital needs list identifying recommended rehabilitation and replacement activities with estimated costs and schedule</p>
Inspection	<p>The most recent inspection report was provided to Council in 2022 completed by D.M. Wills Associates Limited (2024 field work completed, final report pending)</p>

Forecasted Capital Requirements

The annual capital requirement represents the average amount per year that the Township should allocate towards funding rehabilitation and replacement needs for bridges and culverts. The specific projected cost of lifecycle activities that will need to be undertaken over the next 10 years to maintain the current level of service can also be found in Appendix B.

Risk & Criticality

The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the assets within this asset category based on 2024 inventory data.



This is a high-level model developed for the purposes of this AMP and Township staff should review and adjust the risk model to reflect an evolving understanding of both the probability and consequences of asset failure.

The asset-specific attributes that municipal staff utilize to define and prioritize the criticality of the road network are documented below:

Probability of Failure (POF)	Consequence of Failure (COF)
Condition	Replacement Cost (Direct Financial)
Service Life Remaining	Number of Lanes (Strategic)
	Total Deck Length (Strategic)

The identification of critical assets allows the Township to determine appropriate risk mitigation strategies and treatment options. Risk mitigation may include asset-specific lifecycle strategies, condition assessment strategies, or simply the need to collect better asset data.

Risks to Current Asset Management Strategies

The following section summarizes key trends, challenges, and risks to service delivery that the Township is currently facing:

Climate Change and Extreme Events



Flooding and extreme weather can cause damage to multiple elements of the Township’s bridges including the deck, superstructure, substructure, and approaches. The rising levels of freshwater and the increased frequency and intensity of precipitation events are likely to advance the deterioration of bridge components. Staff should identify and monitor affected bridges and culverts.

Funding and Staff Capacity



The Township has a sizeable inventory of bridges and structural culverts that require regular maintenance and assessment. It can be challenging for staff to deploy optimal maintenance and assessment strategies. Major capital rehabilitation projects for bridges and culverts may also be deferred depending on the availability of grant funding opportunities. A long-term capital funding strategy can reduce

dependency on grant funding and help prevent the deferral of necessary capital works.

Levels of Service

The following tables identify the Township’s current level of service for bridges and culverts. These metrics include the technical and community level of service metrics that are required as part of O. Reg. 588/17 as well as any additional performance measures that the Township has selected for this AMP.

Community Levels of Service

The following table outlines the qualitative descriptions that determine the community levels of service provided by the road network.

Service Attribute	Qualitative Description	Current LOS
Scope	Description of the traffic that is supported by municipal bridges (e.g., heavy transport vehicles, motor vehicles, emergency vehicles, pedestrians, cyclists).	Bridges and structural culverts are a key component of the municipal transportation network. There are approximately 3 structures with load limits: B19 – Shiner Road Bridge – 15/25/35 tonnes B25 – Folger Road Bridge – 6/12/17 tonnes B26 – Folger Road Bridge – 6/12/17 tonnes

Quality	Description or images of the condition of bridges & culverts and how this would affect use of the bridges & culverts	<p>Good (BCI 70-100): Generally considered to be in good-excellent condition, and repair or rehabilitation work is not usually required within the next 5 years. Routine maintenance, such as sweeping, cleaning, and washing are still recommended.</p> <p>Fair (BCI 50-70): Generally considered to be in good-fair condition. Repair or rehabilitation work recommended is ideally scheduled to be completed within the next 5 years.</p> <p>Poor (BCI Less than 50): Generally considered poor with lower numbers representing structures nearing the end of their service life. The repair or rehabilitation of these structures is ideally best scheduled to be completed within approximately 1 year. However, if it is determined that the replacement of the structure would be a more viable, the structure can be identified for continued monitoring and scheduled for replacement within the short-term.</p>
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Technical Levels of Service

The following table outlines the quantitative metrics that determine the technical level of service provided by the road network.

Service Attribute	Technical Metric	Current LOS
Scope	% of bridges in the Municipality with loading or dimensional restrictions	0.11%
Quality	Average bridge condition index value for bridges in the Municipality	71%
	Average bridge condition index value for structural culverts in the Municipality	68%
Performance	Target reinvestment rate	2.0%
	Capital reinvestment rate	.42%

Recommendations

Data Review/Validation

- Continue to review and update the bridges and structural culverts inventory with assessed condition data, asset attribute data and replacement costs upon the completion of the OSIM inspection every 2 years.

Lifecycle Management Strategies

- Continue to incorporate the recommended maintenance, rehabilitative and renewal activities from OSIM inspections

Risk Management Strategies

- Implement risk-based decision-making as part of asset management planning and budgeting processes. This should include the regular review of high-risk assets to determine appropriate risk mitigation strategies.
- Review risk models on a regular basis and adjust according to an evolving understanding of the probability and consequences of asset failure.

Levels of Service

- Continue to measure current levels of service in accordance with the metrics identified in O. Reg. 588/17 and those metrics that the Township believes to provide meaningful and reliable inputs into asset management planning.

Stormwater

The Township is responsible for owning and maintaining a stormwater network of around 439 m of storm pipes, catch basins and non-structural culverts.

The Township's Public Works department is responsible for planning and managing stormwater infrastructure.

Stormwater infrastructure generally poses the greatest uncertainty for municipalities, including North Frontenac. Staff have expressed a lack of confidence in the current inventory but are working towards improving the accuracy and reliability to assist with long-term asset management planning.

The state of the infrastructure for the stormwater network is summarized in the following table. It is important to acknowledge that the current stormwater inventory is incomplete, and the resulting output values will be revised.

Replacement Cost	Condition	Financial Capacity	
\$0.30 million	Very Poor (0%)	Annual Requirement:	\$6,048
		Funding Available:	\$0
		Annual Deficit:	\$6,048

Asset Inventory & Costs

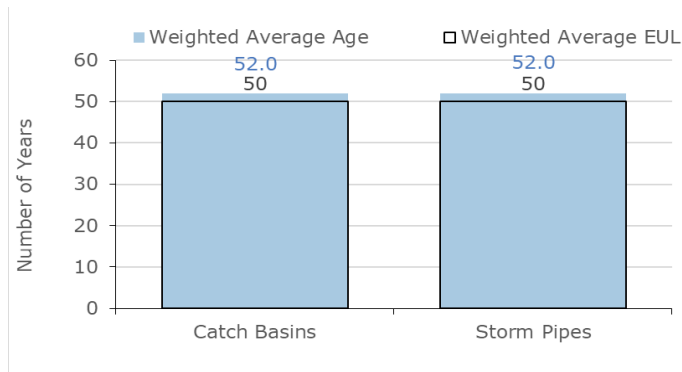
The table below includes the quantity, total replacement cost and annual capital requirements of each asset segment in the Township's stormwater inventory.

Asset Segment	Quantity	Replacement Cost	Annual Capital Requirement
Storm Pipes	439 m	\$188,416	\$3,768
Catch Basins	19	\$114,000	\$2,280
Total		\$302,416	\$6,048

Each asset's replacement cost should be reviewed periodically to determine whether adjustments are needed to more accurately represent realistic capital requirements.

Asset Condition & Age

The graph below identifies the current average age, and the estimated useful life for each asset segment.



Each asset's estimated useful life should also be reviewed periodically to determine whether adjustments need to be made to better align with the observed length of service life for each asset type.

To ensure that the Township's stormwater assets continue to provide an acceptable level of service, the Township should monitor the average condition of all assets. If the average condition declines, staff should re-evaluate their lifecycle management strategy to determine what combination of maintenance, rehabilitation and replacement activities is required to increase the overall condition of the stormwater network.

Current Approach to Condition Assessment

Accurate and reliable condition data allows staff to more confidently determine the remaining service life of assets and identify the most cost-effective approach to managing assets. The following describes the Township's current approach:

- There are no formal condition assessment programs in place for stormwater infrastructure
- Currently age-based estimates are used to determine asset condition, although confidence in the accuracy of these estimates is low
- As the Township refines the available asset inventory for the stormwater network a regular assessment cycle should be established
- 2022 study includes assessment of stormwater infrastructure

In this AMP the following rating criteria is used to determine the current condition of stormwater segments and forecast future capital requirements:

Condition	Rating
Very Good	80-100
Good	60-80
Fair	40-60
Poor	20-40
Very Poor	0-20

Lifecycle Management Strategy

The condition or performance of most assets will deteriorate over time. To ensure that municipal assets are performing as expected and meeting the needs of customers, it is important to establish a lifecycle management strategy to proactively manage asset deterioration.

The following table outlines the Township's current lifecycle management strategy.

Activity Type	Description of Current Strategy
Maintenance	Maintenance activities are completed to a lesser degree compared to other asset systems
	Primary activities include catch basin cleaning and reactive storm main flushing
	All other maintenance activities are completed on a reactive basis when operational issues are identified (e.g., blockages, backups)
Rehabilitation	Trenchless re-lining has the potential to reduce total lifecycle costs but would require a formal condition assessment program to determine viability
Replacement	Without the availability of up-to-date condition assessment information replacement activities are purely reactive in nature

Forecasted Capital Requirements

The annual capital requirement represents the average amount per year that the Township should allocate towards funding rehabilitation and replacement needs, for stormwater. The projected cost of lifecycle activities that will need to be undertaken over the next 10 years to maintain the current level of service can also be found in Appendix B.

Risk & Criticality

The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the assets within this asset category based on 2024 inventory data.



This is a high-level model developed for the purposes of this AMP and Township staff should review and adjust the risk model to reflect an evolving understanding of both the probability and consequences of asset failure.

The asset-specific attributes that municipal staff utilize to define and prioritize the criticality of the stormwater network are documented below:

Probability of Failure (POF)	Consequence of Failure (COF)
Condition	Replacement Cost (Direct Financial)
Service Life Remaining	Asset Type (Strategic)

The identification of critical assets allows the Township to determine appropriate risk mitigation strategies and treatment options. Risk mitigation may include asset-specific lifecycle strategies, condition assessment strategies, or simply the need to collect better asset data.

Risks to Current Asset Management Strategies

The following section summarizes key trends, challenges, and risks to service delivery that the Township is currently facing:



Asset Data and Information

There is a lack of confidence in the available inventory data for stormwater infrastructure. Flows can be very unpredictable. This poses a significant risk when trying to manage assets and planning future work.



Capital Funding Strategies

Partially owing to the lacking asset data, operations tend to be reactive rather than proactive for this category. Problems are generally only known when issues arise, and complaints are made.

Levels of Service

The following tables identify the Township's current level of service for the stormwater infrastructure. These metrics include the technical and community level of service metrics that are required as part of O. Reg. 588/17 as well as any additional performance measures that the Township has selected for this AMP.

Community Levels of Service

The following table outlines the qualitative descriptions that determine the community levels of service provided by the stormwater network.

Service Attribute	Qualitative Description	Current LOS
Scope	Description, which may include map, of the relevant areas of the municipality that are protected from flooding, including the extent of protection provided by the municipal stormwater system	Description and/or mapping are not available currently. Staff will have this metric determined for the next iteration of the AMP.

Technical Levels of Service

The following table outlines the quantitative metrics that determine the technical level of service provided by the stormwater network.

Service Attribute	Technical Metric	Current LOS
Scope	% of properties in municipality resilient to a 100-year storm	TBD ¹
	% of the municipal stormwater management system resilient to a 5-year storm	TBD ¹
Performance	Target reinvestment rate	2.00%
	Capital reinvestment rate	0.0%

¹ The Township does not currently have data available to determine this technical metric but will incorporate this information once work completed by the Conservation Authorities.

Recommendations

Asset Inventory

- The Township's stormwater inventory remains at a basic level of maturity and staff do not have a high level of confidence in its accuracy or reliability. The development of a comprehensive inventory of stormwater assets should be priority.

Condition Assessment Strategies

- The development of a comprehensive inventory should be accompanied by a system-wide assessment of the condition of all stormwater assets.

Risk Management Strategies

- Implement risk-based decision-making as part of asset management planning and budgeting processes. This should include the regular review of high-risk assets to determine appropriate risk mitigation strategies.
- Review risk models on a regular basis and adjust according to an evolving understanding of the probability and consequences of asset failure.

Levels of Service

- Measure current levels of service in accordance with the metrics that the Township has established in this AMP.

Buildings and Facilities

The Township owns and maintains several facilities and recreation centres that provide key services to the community. These include:

- administrative offices
- libraries and community halls
- fire halls and associated offices and facilities
- public works garages and storage sheds

The state of the infrastructure for the buildings and facilities is summarized in the following table.

Replacement Cost	Condition	Financial Capacity	
\$12,472,105 million	Fair (40%)	Annual Requirement:	\$249,441
		Funding Available:	\$103,770
		Annual Deficit:	\$145,671

Asset Inventory & Costs

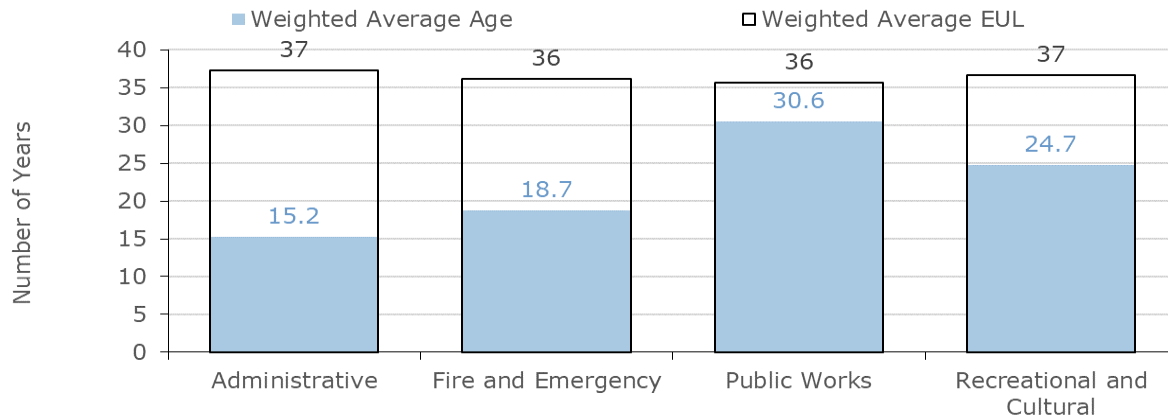
The table below includes the quantity, total replacement cost and annual capital requirements of each asset segment in the Township's buildings and facilities inventory.

Asset Segment	Replacement Cost	Annual Capital Requirement
Administrative	\$1,857,500	\$37,150
Fire and Emergency	\$4,063,356	\$81,267
Public Works	\$3,272,672	\$65,452
Recreational and Cultural	\$3,278,622	\$65,572
Total	\$12,472,105	\$249,441

Each asset's replacement cost should be reviewed periodically to determine whether adjustments are needed to more accurately represent realistic capital requirements.

Asset Condition & Age

The graph below identifies the average age, and the estimated useful life for each asset segment.



To ensure that the Township's buildings and facilities continue to provide an acceptable level of service, the Township should monitor the average condition of all assets. If the average condition declines, staff should re-evaluate their lifecycle management strategy to determine what combination of maintenance, rehabilitation and replacement activities is required to increase the overall condition of the buildings and facilities.

Current Approach to Condition Assessment

Accurate and reliable condition data allows staff to more confidently determine the remaining service life of assets and identify the most cost-effective approach to managing assets. The following describes the Township's current approach:

- A Building Condition Assessment (BCA) was conducted in 2022 by McIntosh Perry Limited which provided a condition assessment of the Township's facilities, a componentized inventory of the facilities as well as short- and long-term capital forecasting for repairs or replacements. A prior BCA report was also prepared in 2017.
- Formal workplace inspections conducted every year through the Township's health and safety program.
- High-level assessments by internal staff are performed annually to determine the condition of facilities and identify deficiencies.

In this AMP the following rating criteria is used to determine the current condition of building and facilities segments and forecast future capital requirements:

Condition	Rating
Very Good	80-100
Good	60-80
Fair	40-60
Poor	20-40
Very Poor	0-20

Lifecycle Management Strategy

The condition or performance of most assets will deteriorate over time. To ensure that municipal assets are performing as expected and meeting the needs of customers, it is important to establish a lifecycle management strategy to proactively manage asset deterioration. The following table outlines the Township's current lifecycle management strategy.

Activity Type	Description of Current Strategy
Maintenance/ Rehabilitation	Municipal buildings are subject to regular inspections to identify health and safety requirements as well as structural deficiencies that require additional attention
	The BCA report contains forecasts that provide short- and long-term capital requirements of the inspected facilities. These forecasts are reviewed by municipal staff and integrated into the Township's budgeting process.
	A Facility Condition Index (FCI) has also been included in the BCA report which provides a rating for each inspected facility based on its total cost of repairs, renewal and upgrade requirements compared to its replacement cost.
Replacement	Assessments are completed strategically as buildings approach their end-of-life to determine whether replacement or rehabilitation is appropriate

Forecasted Capital Requirements

Based on the current asset inventory, specific lifecycle activities forecasted in the 2022 BCAs, and assuming end-of-life replacement of all assets in this category the following graphs forecasts short- and long-term capital requirements.

The annual capital requirement represents the average amount per year that the Township should allocate towards funding rehabilitation and replacement needs.

The projected cost of lifecycle activities that will need to be undertaken over the next 10 years to maintain the current level of service can be found in Appendix B.

Risk & Criticality

The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the assets within this asset category based on 2024 inventory data.



This is a high-level model developed for the purposes of this AMP and Township staff should review and adjust the risk model to reflect an evolving understanding of both the probability and consequences of asset failure.

The asset-specific attributes that municipal staff utilize to define and prioritize the criticality of buildings and facilities are documented below:

Probability of Failure (POF)	Consequence of Failure (COF)
Assessed Condition	Replacement Cost (Direct Financial)
Service Life Remaining	Facility Function / Facility Type (Strategic)
	Component UNIFORMAT Element (Operational)

The identification of critical assets allows the Township to determine appropriate risk mitigation strategies and treatment options. Risk mitigation may include asset-specific lifecycle strategies, condition assessment strategies, or simply the need to collect better asset data.

Levels of Service

Measure current levels of service in accordance with the metrics that the Township has established in this AMP. Additional metrics can be established as they are determined to provide meaningful and reliable inputs into asset management planning.

Work towards identifying proposed levels of service as per O. Reg. 588/17 and identify the strategies that are required to close any gaps between current and proposed levels of service.

Community Levels of Service

The following table outlines the qualitative descriptions that determine the community levels of service provided by the Municipal Facilities.

Service Attribute	Qualitative Description	Current LOS
Scope	Description of the current condition of municipal facilities and plans in place to maintain service level	Buildings are, overall, in Good Condition. They are managed cost-effectively to meet the established level of service

Technical Levels of Service

The following table outlines the quantitative metrics that determine the technical level of service provided by the Municipal Facilities.

Service Attribute	Technical Metric	Current LOS
Scope	% of facilities that are in good or very good condition	52%
	% of facilities that are in poor or very poor condition	48%
Performance	Target reinvestment rate	2.0%
	Capital reinvestment rate	.8%

Recommendations

Asset Inventory

- Facilities consist of several separate capital components that have unique estimated useful lives and require asset-specific lifecycle strategies.

Risk Management Strategies

- Review risk models on a regular basis and adjust according to an evolving understanding of the probability and consequences of asset failure.

Levels of Service

- Begin measuring current levels of service in accordance with the metrics that the Township has established in this AMP. Additional metrics can be established as they are determined to provide meaningful and reliable inputs into asset management planning.

Machinery and Equipment

To maintain the high quality of public infrastructure and support the delivery of core and non-core services, municipal staff use and maintain machinery and equipment assets that include:

- Specialized machinery and equipment to maintain parks and recreational facilities
- Tools, shop and garage machinery equipment to ensure proper maintenance of vehicles and machinery
- Emergency service equipment to support first responders and emergency services
- IT equipment for communication and data management
- Waste and recycling equipment to support waste disposal and recycling

Replacement Cost	Condition	Financial Capacity	
\$ 5.5 million	Fair (53%)	Annual Requirement:	\$431,312
		Funding Available:	\$325,790
		Annual Deficit:	\$105,522

Keeping machinery and equipment assets in an adequate state of repair is important to maintain a high level of service.

The state of the infrastructure for machinery and equipment assets is summarized in the following table.

Asset Inventory & Costs

The table below includes the quantity, total replacement cost and annual capital requirements of each asset segment in the Township's fleet inventory.

Asset Segment	Replacement Cost	Annual Capital Requirement
Fire and Emergency	\$959,933	\$83,222
Information Technology	\$631,778	\$93,402
Public Works	\$3,157,648	\$189,791
Recreational and Cultural	\$95,785	\$12,209
Solid Waste	\$645,978	\$52,688
Total	\$5,491,122	\$431,312

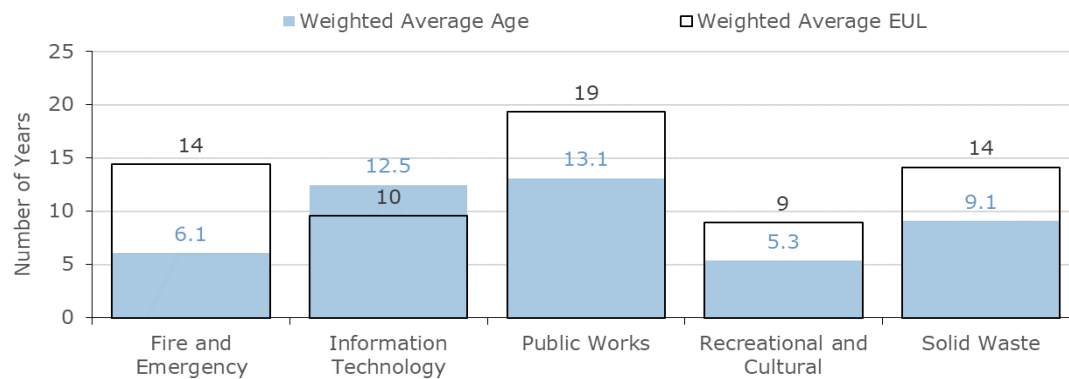
Each asset's replacement cost should be reviewed periodically to determine whether adjustments are needed to more accurately represent realistic capital requirements.

Asset Condition & Age

The graph below identifies the average age, and the estimated useful life for each asset segment.

Each asset's estimated useful life should also be reviewed periodically to determine whether adjustments need to be made to better align with the observed length of service life for each asset type.

The graph below visually illustrates the average condition for each asset segment



To ensure that the Township's machinery and equipment assets continue to provide an acceptable level of service, the Township should monitor the average condition of all assets. If the average condition declines, staff should re-evaluate their lifecycle management strategy to determine what combination of maintenance, rehabilitation and replacement activities is required to increase the overall condition of the machinery and equipment assets.

Current Approach to Condition Assessment

Accurate and reliable condition data allows staff to more confidently determine the remaining service life of assets and identify the most cost-effective approach to managing assets. The following describes the Township's current approach:

- Staff complete regular visual inspections of machinery and equipment assets to ensure they are structurally and functionally sound. Assets typically stay true to their estimated useful life and are replaced at end of life.
- Condition assessments are conducted on fire and emergency assets in accordance with regulations for health and safety regulations including National Fire Protection Association (NFPA) codes and standards for fire service-related machinery and equipment assets

In this AMP the following rating criteria is used to determine the current condition of fleet segments and forecast future capital requirements:

Condition	Rating
Very Good	80-100
Good	60-80
Fair	40-60
Poor	20-40
Very Poor	0-20

Lifecycle Management Strategy

The condition or performance of most assets will deteriorate over time. To ensure that municipal assets are performing as expected and meeting the needs of customers, it is important to establish a lifecycle management strategy to proactively manage asset deterioration. The following table outlines the Township's current lifecycle management strategy.

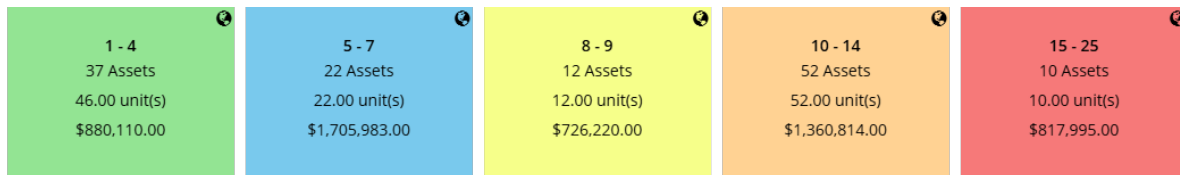
Activity Type	Description of Current Strategy
Maintenance / Rehabilitation	Maintenance program varies by department
	Fire and Emergency assets are subject to a much more rigorous inspection and maintenance program compared to most other departments
	Annual preventative maintenance activities include system components check and additional detailed inspections
	Machinery and equipment assets are maintained according to manufacturer recommended actions and supplemented by the expertise of municipal staff
Replacement	The replacement of machinery and equipment assets depends on deficiencies identified by operators that may impact their ability to complete required tasks

Forecasted Capital Requirements

The annual capital requirement represents the average amount per year that the Township should allocate towards funding rehabilitation and replacement needs. The projected cost of lifecycle activities that will need to be undertaken over the next 10 years to maintain the current level of service can also be found in Appendix B.

Risk & Criticality

The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the assets within this asset category based on 2024 inventory data.



This is a high-level model developed for the purposes of this AMP and Township staff should review and adjust the risk model to reflect an evolving understanding of both the probability and consequences of asset failure.

The asset-specific attributes that municipal staff utilize to define and prioritize the criticality of vehicles are documented below:

Probability of Failure (POF)	Consequence of Failure (COF)
Condition	Replacement Cost (Financial)
Service Life Remaining	Machinery and Equipment Function/ Department (Strategic)

The identification of critical assets allows the Township to determine appropriate risk mitigation strategies and treatment options. Risk mitigation may include asset-specific lifecycle strategies, condition assessment strategies, or simply the need to collect better asset data.

Levels of Service

Community Levels of Service

The following table outlines the qualitative descriptions that determine the community levels of service provided by Machinery & Equipment.

Service Attribute	Qualitative Description	Current LOS
Scope	Description of the current condition of Machinery & Equipment and plans in place to maintain service level	Machinery & Equipment are safe for operation and all operators have completed necessary training

Technical Levels of Service

The following table outlines the quantitative metrics that determine the technical level of service metrics provided by Machinery & Equipment.

Service Attribute	Technical Metric	Current LOS (2024)
Scope	% of Machinery & Equipment that are in good or very good condition	52%
	% of Machinery & Equipment that are in poor or very poor condition	42%
Performance	Target reinvestment rate	7.9%
	Capital reinvestment rate	5.9%

Recommendations

Replacement Costs

- All replacement costs used in this AMP were based on the inflation of historical costs.

Condition Assessment Strategies

- Age-based condition was used within this AMP, but actual assessed condition by a mechanic is ideal for a more accurate depiction of the assets' functionality.
- Review assets that have surpassed their estimated useful life to determine if immediate replacement is required or whether these assets are expected to remain in-service while considering repair costs.

Risk Management Strategies

- Implement risk-based decision-making as part of asset management planning and budgeting processes.
- Review risk models on a regular basis and adjust according to an evolving understanding of the probability and consequences of asset failure.

Levels of Service

- Begin measuring current levels of service in accordance with the metrics that the Township has established in this AMP. Additional metrics can be established as they are determined to provide meaningful and reliable inputs into asset management planning.

Vehicles

Similar to machinery and equipment assets, vehicle assets support staff in the efficient delivery of municipal services and personnel. These assets include

- Light-duty and heavy-duty vehicles to support the maintenance of municipal infrastructure and address service requests
- Emergency service vehicles and equipment to support first responders
- Vehicles dedicated to supporting recreational and cultural services
- Vehicles dedicated to supporting waste and recycling services

Keeping vehicle assets in an adequate state of repair is important to maintain a high level of service.

The state of the infrastructure for fleet assets is summarized in the following table.

Replacement Cost	Condition	Financial Capacity	
\$9.04 million	Fair (41%)	Annual Requirement:	\$875,673
		Funding Available:	\$295,160
		Annual Deficit:	\$580,513

Asset Inventory & Costs

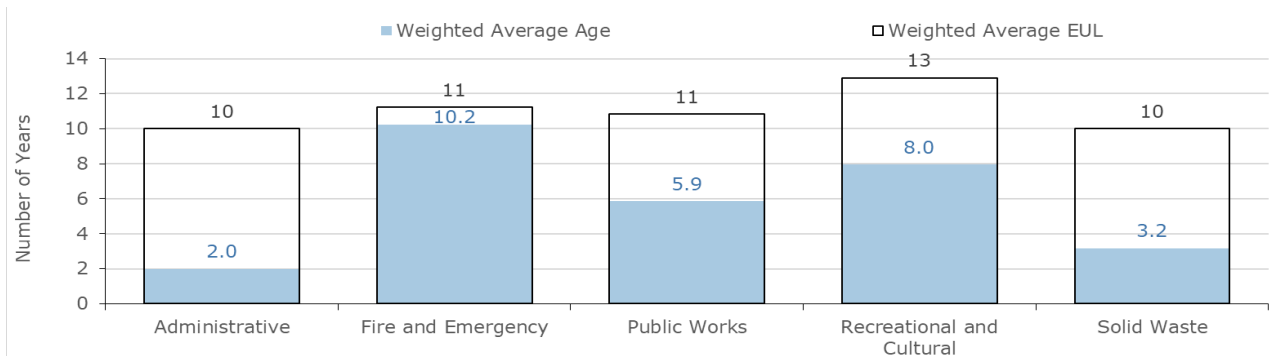
The table below includes the quantity, total replacement cost and annual capital requirements of each asset segment in the Township's fleet inventory.

Asset Segment	Replacement Cost	Annual Capital Requirement
Administrative	\$98,831	\$16,703
Fire and Emergency	\$3,765,629	\$253,001
Public Works	\$4,646,229	\$517,782
Recreational and Cultural	\$194,978	\$32,340
Solid Waste	\$330,430	\$55,847
Total	\$9,036,097	\$875,673

Each asset's replacement cost should be reviewed periodically to determine whether adjustments are needed to more accurately represent realistic capital requirements.

Asset Condition & Age

The figure below identifies the average age, and the estimated useful life for each asset segment.



Each asset's estimated useful life should also be reviewed periodically to determine whether adjustments need to be made to better align with the observed length of service life for each asset type.

The graph below visually illustrates the average condition for each asset segment on a very good to very poor. The average condition (%) is a weighted value based on replacement cost.

To ensure that the Township's vehicle assets continue to provide an acceptable level of service, the Township should monitor the average condition of all assets. If the average condition declines, staff should re-evaluate their lifecycle management strategy to determine what combination of maintenance, rehabilitation and replacement activities is required to increase the overall condition of the vehicles.

Current Approach to Condition Assessment

Accurate and reliable condition data allows staff to more confidently determine the remaining service life of assets and identify the most cost-effective approach to managing assets. The following describes the Township's current approach:

- Staff complete regular visual inspections of vehicle assets to ensure they are in state of adequate repair prior to operation
- The mileage of vehicles is used as a proxy to determine remaining useful life and relative vehicle condition
- Condition assessments are conducted on fire and emergency vehicle assets in accordance with regulations for health and safety regulations including National Fire Protection Association (NFPA) codes and standards for fire service-related vehicle assets

In this AMP the following rating criteria is used to determine the current condition of fleet segments and forecast future capital requirements:

Condition	Rating
Very Good	80-100
Good	60-80
Fair	40-60
Poor	20-40
Very Poor	0-20

Lifecycle Management Strategy

The condition or performance of most assets will deteriorate over time. To ensure that municipal assets are performing as expected and meeting the needs of customers, it is important to establish a lifecycle management strategy to proactively manage asset deterioration. The following table outlines the Township's current lifecycle management strategy.

Activity Type	Description of Current Strategy
Maintenance / Rehabilitation	Maintenance program varies by department
	Visual inspections on some vehicle assets completed and documented daily; fluids inspected at every fuel stop; tires inspected monthly
	Every 4-7000km includes a detailed inspection; tires are rotated and oil changed
Replacement	Annual preventative maintenance activities include system components check and additional detailed inspections
	Age, kilometres and annual repair costs are taken into consideration when determining appropriate treatment options for vehicle assets

Forecasted Capital Requirements

The annual capital requirement represents the average amount per year that the Township should allocate towards funding rehabilitation and replacement needs. The projected cost of lifecycle activities that will need to be undertaken over the next 10 years to maintain the current level of service can be found in Appendix B.

Risk & Criticality

The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the assets within this asset category based on 2024 inventory data.



This is a high-level model developed for the purposes of this AMP and Township staff should review and adjust the risk model to reflect an evolving understanding of both the probability and consequences of asset failure.

The asset-specific attributes that municipal staff utilize to define and prioritize the criticality of vehicles are documented below:

Probability of Failure (POF)	Consequence of Failure (COF)
Condition	Replacement Cost (Financial)
Service Life Remaining	Vehicle Asset Function/Department (Strategic)

The identification of critical assets allows the Township to determine appropriate risk mitigation strategies and treatment options. Risk mitigation may include asset-specific lifecycle strategies, condition assessment strategies, or simply the need to collect better asset data.

Levels of Service

Community Levels of Service

The following table outlines the qualitative descriptions that determine the community levels of service provided by Vehicles.

Service Attribute	Qualitative Description	Current LOS (2021)
Scope	Description of the current condition of Vehicles and plans in place to maintain service level	Vehicles are safe for operation

Technical Levels of Service

The following table outlines the quantitative metrics that determine the technical level of service metrics provided by Vehicles.

Service Attribute	Technical Metric	Current LOS
Scope	% of Vehicles that are in good or very good condition	35%
	% of Vehicles that are in poor or very poor condition	55%
Performance	Target reinvestment rate	9.7%
	Capital reinvestment rate	3.2%

Recommendations

Replacement Costs

- All replacement costs used in this AMP were based on the inflation of historical costs.

Condition Assessment Strategies

- Age-based condition was used within this AMP, but actual assessed condition by a mechanic is ideal for a more accurate depiction of the assets' functionality.
- Review assets that have surpassed their estimated useful life to determine if immediate replacement is required or whether these assets are expected to remain in-service while taking into account repair costs.

Risk Management Strategies

- Implement risk-based decision-making as part of asset management planning and budgeting processes.
- Review risk models on a regular basis and adjust according to an evolving understanding of the probability and consequences of asset failure.

Levels of Service

- Begin measuring current levels of service in accordance with the metrics that the Township has established in this AMP. Additional metrics can be established as they are determined to provide meaningful and reliable inputs into asset management planning.

Land Improvements

The Township of North Frontenac owns several assets that are grouped under the land improvements category and assist in providing the Township with community recreation, boat launches and natural outdoor space. Keeping these assets in an adequate state of repair is important to providing a high level of service.

The state of the infrastructure for the land improvements is summarized in the following table.

Replacement Cost	Condition	Financial Capacity	
\$1.49 million	Good (78%)	Annual Requirement:	\$75,956
		Funding Available:	\$1,074
		Annual Deficit:	\$74,882

Asset Inventory & Costs

The table below includes the quantity, total replacement cost and annual capital requirements of each asset segment in the Township's parks and land improvements inventory.

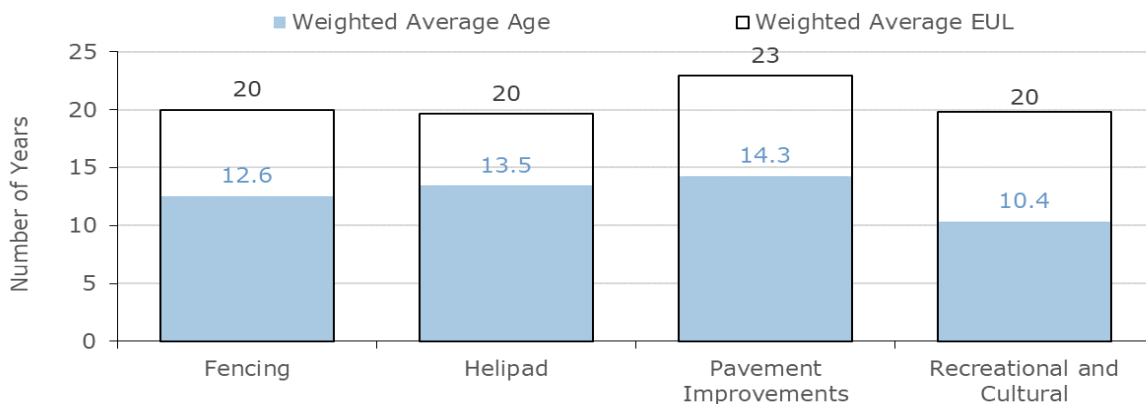
Asset Segment	Replacement Cost	Annual Capital Requirement
Fencing	\$18,759	\$938
Helipad	\$93,861	\$5,756
Pavement Improvements	\$539,960	\$23,830
Recreational and Cultural	\$842,775	\$45,432
Total	\$1,495,355	\$75,956

Each asset's replacement cost should be reviewed periodically to determine whether adjustments are needed to more accurately represent realistic capital requirements.

Asset Condition & Age

The figure below identifies the average age, and the estimated useful life for each asset segment.

Each asset's estimated useful life should also be reviewed periodically to determine whether adjustments need to be made to better align with the observed length of service life for each asset type.



To ensure that the Township’s parks and land improvements assets continue to provide an acceptable level of service, the Township should monitor the average condition of all assets. If the average condition declines, staff should re-evaluate their lifecycle management strategy to determine what combination of maintenance, rehabilitation and replacement activities is required to increase the overall condition of the land improvements.

Current Approach to Condition Assessment

Accurate and reliable condition data allows staff to more confidently determine the remaining service life of assets and identify the most cost-effective approach to managing assets. The following describes the Township’s current approach:

- Staff complete regular visual inspections of land improvements assets to ensure they are in state of adequate repair
- Staff conduct formal inspections of outdoor play space, fixed play structures and surfacing in accordance with CAN/CSA-Z614 and required as per O. Reg. 137/15
- There are no other formal condition assessment programs in place for other land improvements assets

In this AMP the following rating criteria is used to determine the current condition of land improvements segments and forecast future capital requirements:

Condition	Rating
Very Good	80-100
Good	60-80
Fair	40-60
Poor	20-40
Very Poor	0-20

Lifecycle Management Strategy

The condition or performance of most assets will deteriorate over time. To ensure that municipal assets are performing as expected and meeting the needs of customers, it is important to establish a lifecycle management strategy to proactively manage asset deterioration.

The following table outlines the Township’s current lifecycle management strategy.

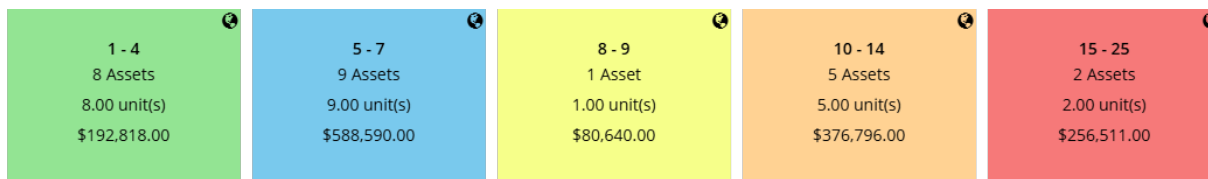
Activity Type	Description of Current Strategy
Maintenance, Rehabilitation & Replacement	The parks and land improvements asset category includes several unique asset types and lifecycle requirements are dealt with on a case-by-case basis

Forecasted Capital Requirements

The annual capital requirement represents the average amount per year that the Township should allocate towards funding rehabilitation and replacement needs. The projected cost of lifecycle activities that will need to be undertaken over the next 10 years to maintain the current level of service can also be found in Appendix B.

Risk & Criticality

The following risk breakdown provides a visual representation of the relationship between the probability of failure and the consequence of failure for the assets within this asset category based on 2024 inventory data.



This is a high-level model developed for the purposes of this AMP and Township staff should review and adjust the risk model to reflect an evolving understanding of both the probability and consequences of asset failure.

The asset-specific attributes that municipal staff utilize to define and prioritize the criticality of park and land improvements are documented below:

Probability of Failure (POF)	Consequence of Failure (COF)
Condition	Replacement Cost (Direct Financial)
Service Life Remaining	Parks and Land Improvements Asset Type (Strategic)

The identification of critical assets allows the Township to determine appropriate risk mitigation strategies and treatment options. Risk mitigation may include asset-specific lifecycle strategies, condition assessment strategies, or simply the need to collect better asset data.

Community Levels of Service

The following table outlines the qualitative descriptions that determine the community levels of service provided for Recreation and Land Improvements.

Service Attribute	Qualitative Description	Current LOS (2021)
Scope	Description of the current condition of recreation and land improvements and plans in place to maintain service level	Parks and recreation areas meet recreational needs and are reasonably accessible to the community

Technical Levels of Service

The following table outlines the quantitative metrics that determine the technical level of service metrics provided by Recreation and Land Improvements.

Service Attribute	Technical Metric	Current LOS (2021)
Scope	% of land improvements that are in good or very good condition	94%
	% of recreation and land improvements that are in poor or very poor condition	2%
Performance	Target reinvestment rate	5.0%
	Capital reinvestment rate	0.1%

Recommendations

Asset Inventory

- The current parks and land improvements asset inventory is incomplete and lacking a consistent asset hierarchy. The Township should conduct an inventory review, collect and consolidate asset data to ensure all relevant assets are accounted for.

Replacement Costs

- Most of the replacement costs derived for this asset category were based on the inflation of historical costs. These costs should be evaluated to determine their accuracy and reliability. Replacement costs should be updated according to the best available information on the cost to replace the asset in today's value.

Condition Assessment Strategies

- Identify condition assessment strategies for high value and high-risk assets.
- Review assets that have surpassed their estimated useful life to determine if immediate replacement is required or whether these assets are expected to remain in-service. Adjust the service life and/or condition ratings for these assets accordingly.

Risk Management Strategies

- Implement risk-based decision-making as part of asset management planning and budgeting processes. This should include the regular review of high-risk assets to determine appropriate risk mitigation strategies.
- Review risk models on a regular basis and adjust according to an evolving understanding of the probability and consequences of asset failure.

Levels of Service

- Per the requirements of O. Reg. 588/17, we have identified to maintain the current level of service with the focus of increasing funding and identify additional strategies to close any gaps between current funding and proposed funding.

Impacts of Growth

Understanding the key drivers of growth and demand will allow the Township to more effectively plan for new infrastructure, and the upgrade or disposal of existing infrastructure. The 2021 census identified a 20% population increase from 2016 to 2020, exceeding the 2046 projection in the County's 2020 Projections report. The costs of growth should be considered in long-term funding strategies that are designed to maintain the current level of service

Description of Growth Assumptions

The demand for infrastructure and services will change over time based on a combination of internal and external factors. Understanding the key drivers of growth and demand will allow the Township to more effectively plan for new infrastructure, and the upgrade or disposal of existing infrastructure. Increases or decreases in demand can affect what assets are needed and what level of service meets the needs of the community.

Township of North Frontenac Official Plan (2017)

The Township adopted a new Official Plan in 2017 to guide and direct the future development of the Township of North Frontenac to the year 2027. The Official Plan serves to protect existing development, and to encourage economic growth that will positively impact the Township's residents.

The Official Plan has been approved by the Council of the County of Frontenac as of September 20th, 2017.

The Community Development Policies apply to areas including Hamlet Settlement Areas, Rural Areas, and Waterfront Areas. Hamlet Settlement Areas permit a mix of land uses including residential, public service, commercial and industrial. Within the Rural Area, residential, co-operative areas, recreational, commercial, and industrial uses are permitted by the Plan.

The intent of the Official Plan is to ensure conservation, protection, and enhancement of water resources. Therefore, Waterfront Areas permitted uses only include low-density residential development, tourism use, and recreational vehicles parks and campgrounds.

County of Frontenac Official Plan (2016)

The County of Frontenac Official Plan serves as the upper tier Official Plan for the county, used to guide policy planning and physical planning of local municipalities. The Growth Management section is intended to help guide new development across the County based on Growth Projections for population and employment until 2034.

The population of the County is forecasted to increase from 27,900 in 2011, to 32,900 in 2034. The Township of North Frontenac is allocated 7% of this forecasted growth.

Population, Housing and Employment Projections Study (2020)

In 2020, a 'Population, Housing and Employment Projections' report was prepared by Watson and Associates Economists Limited for the County of Frontenac as an update to the 2014 iteration and to revise the County's long-term growth forecasts based on recent demographic and economic trends.

The report provided a summary of the historical and forecast population, housing and employment statistics as well as a growth projection model for the County.

The following table outlines the population and household forecasts that have been allocated to the Township:

North Frontenac Population and Household Forecast (2016 to 2046)				
	2016	2026	2036	2046
Population (permanent)	1,940	2,050	2,090	2,110
Population (seasonal)	8,550	8,860	9,180	9,370
Household (permanent)	925	995	1,045	1,070
Household (seasonal)	2,335	2,420	2,505	2,560

Key observations from the report include:

- North Frontenac's total permanent population is forecasted to reach approximately 2,100 persons by 2046².
- The average annual permanent population growth rate for the Township over the 2016 - 2046 forecast period is projected at 0.3%. 20% growth realized during the last Statistics Canada update.
- Over the 2016-2046 forecast period, the Township is expected to average 150 new permanent housing units to its base and about 90% of new permanent housing is to occur in the rural area outside of designated settlement areas
- The demand for new seasonal housing is expected to be steady at the Township, averaging 8 new units per year
- Including the seasonal population base, the Township's combined population is forecast to reach approximately 11,500 in 2046 from 10,500 in 2016

² Based on the 2021 census, the Township has already exceeded the 2046 population forecast that was indicated in the 2020 'Population, Housing and Employment Projections' report.

Impact of Growth on Lifecycle Activities

By July 1, 2025, the Township's asset management plan must include a discussion of how the assumptions regarding future changes in population and economic activity informed the preparation of the lifecycle management and financial strategy.

Planning for forecasted population growth may require the expansion of existing infrastructure and services. As growth-related assets are constructed or acquired, they should be integrated into the Township's AMP. While the addition of residential units will add to the existing assessment base and offset some of the costs associated with growth, the Township will need to review the lifecycle costs of growth-related infrastructure. These costs should be considered in long-term funding strategies that are designed to, at a minimum, maintain the current level of service.

Ontario Regulation 588/17 (O. Reg. 588/17) has specific requirements for municipalities with populations over 25,000. For municipalities with populations greater than 25,000, there are additional expectations for growth reporting and asset management planning. Due to our population size we are not required to complete more detailed projections at this time.

Financial Strategy

The Township is committing approximately \$2.1 million (not including grants) towards capital projects per year from sustainable revenue sources. Given the annual capital requirement of \$6.7 million, there is currently a funding gap of \$4.6 million annually. For tax-funded assets, we recommend increasing tax revenues by 2.0% each year for the next 15 years to achieve a sustainable level of funding. The 2% alone will not close our funding deficit, however it is assumed that there will be grant funding periodically over the next 15 years to help close the gap.

Financial Strategy Overview

For an asset management plan to be effective and meaningful, it must be integrated with financial planning and long-term budgeting. The development of a comprehensive financial plan will allow the Township of North Frontenac to identify the financial resources required for sustainable asset management based on existing asset inventories, desired levels of service, and projected growth requirements.

This report develops such a financial plan by presenting several scenarios for consideration and culminating with final recommendations. As outlined below, the scenarios presented model different combinations of the following components:

1. The financial requirements for:
 - a. Existing assets
 - b. Existing service levels
 - c. Requirements of contemplated changes in service levels (none identified for this plan)
 - d. Requirements of anticipated growth (none identified for this plan)
2. Use of traditional sources of municipal funds:
 - a. Tax levies
 - b. User fees
 - c. Reserves
 - d. Debt
3. Use of non-traditional sources of municipal funds:
 - a. Reallocated budgets
 - b. Partnerships
 - c. Procurement methods
4. Use of Senior Government Funds:
 - a. Canada Community Building Fund (formerly the Gas Tax)
 - b. Annual grants

Note: Periodic grants are normally not included due to Provincial requirements for firm commitments. However, if moving a specific project forward is wholly

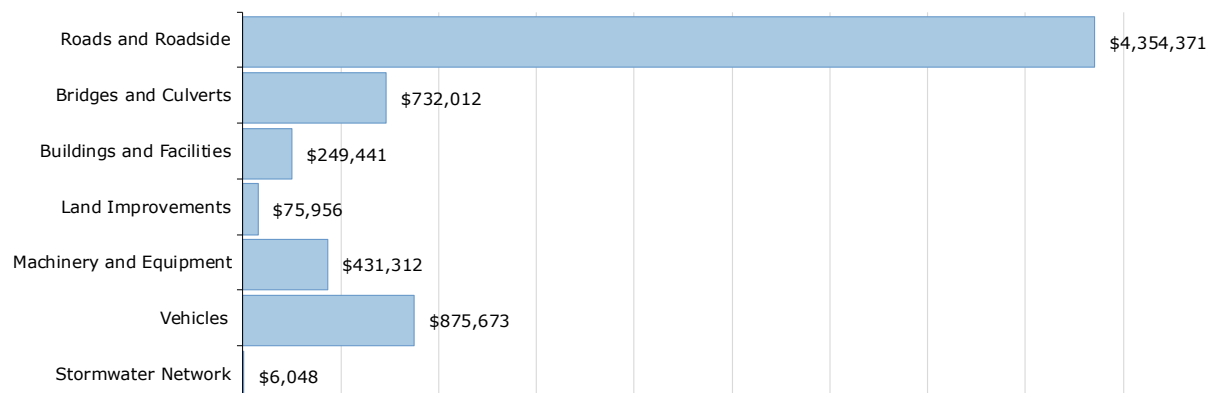
dependent on receiving a one-time grant, the replacement cost included in the financial strategy is the net of such grant being received.

If the financial plan component results in a funding shortfall, the Province requires the inclusion of a specific plan as to how the impact of the shortfall will be managed. In determining the legitimacy of a funding shortfall, the Province may evaluate a Township's approach to the following:

1. In order to reduce financial requirements, consideration has been given to revising service levels downward.
2. All asset management and financial strategies have been considered. For example:
 - a. If a zero-debt policy is in place, is it warranted? If not, the use of debt should be considered.
 - b. Do user fees reflect the cost of the applicable service? If not, increased user fees should be considered.

Annual Requirements & Capital Funding

The annual requirements represent the amount the Township should allocate annually to each asset category to meet replacement needs as they arise, prevent infrastructure backlogs and achieve long-term sustainability. In total, the Township must allocate approximately \$6.7 million annually to address capital requirements for the assets included in this AMP.



For most asset categories the annual requirement has been calculated based on a "replacement only" scenario, in which capital costs are only incurred at the construction and replacement of each asset.

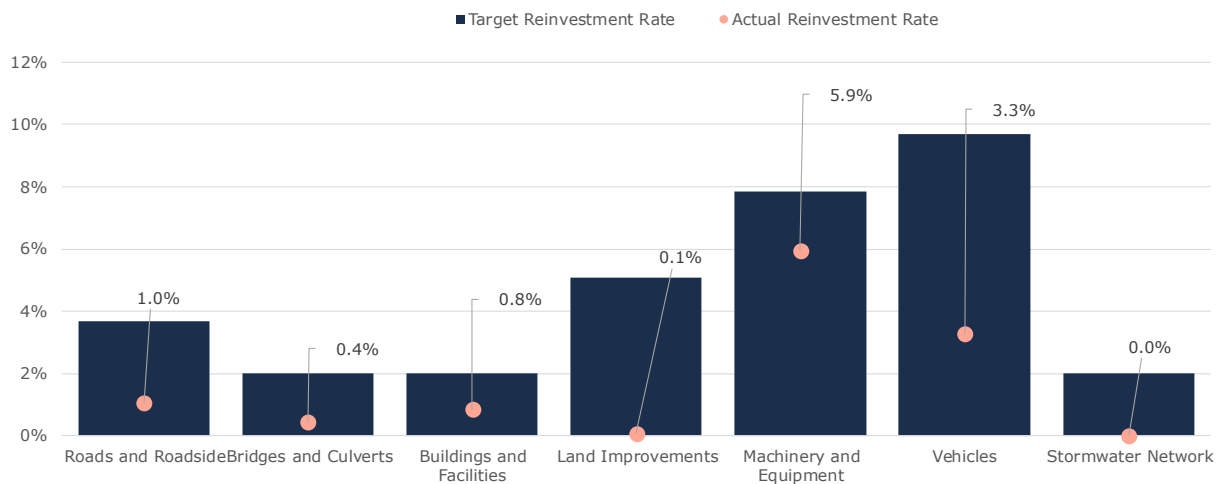
However, for HCB, LCB and gravel roads, lifecycle management strategies have been developed to identify capital costs that are realized through strategic rehabilitation and renewal of the Township's roads. The development of these

strategies allows for a comparison of potential cost avoidance if the strategies were to be implemented.

The implementation of a proactive lifecycle strategy for roads can lead to a potential cost avoidance for roads assets. This can represent an overall reduction of the annual requirements. As the lifecycle strategy scenario represents the lowest cost option available to the Township, we have used this annual requirement in the development of the financial strategy.

Annual Funding Available

Based on a historical analysis of sustainable capital funding sources, the Township is committing approximately \$2.1 million towards capital projects per year from sustainable revenue sources. Given the annual capital requirement of \$6.7 million there is currently a funding gap of \$4.6 million annually.



Funding Objective

We have developed a scenario that would enable North Frontenac to achieve full funding within 15 years for the following assets:

Tax Funded Assets: Roads and Roadside, Bridges and Culverts, Buildings and Facilities, Vehicles, Machinery and Equipment, Parks and Land Improvements, Stormwater

Note: For each scenario developed we have included strategies, where applicable, regarding the use of cost containment and funding opportunities.

Current Funding Position

North Frontenac's average annual asset investment requirements, current funding positions, and funding increases required to achieve full funding on assets funded by taxes are as follows.

- The average annual investment requirement for the all asset categories is \$6.7 million.
- The annual revenue currently allocated to these assets for capital purposes is \$2.1 million
- The annual deficit of \$4.6 million

Put differently, these infrastructure categories are currently funded at 31% of their long-term requirements.

Full Funding Requirements

In 2025, Township of North Frontenac has annual tax revenues of \$7.5 million. Without consideration of any other sources of revenue or cost containment strategies, full funding would require 60.5% tax change over time.

	Annual Tax Increase Needed			
	5 Years	10 Years	15 Years	20 Years
Infrastructure Deficit	\$3,990,559	\$4,621,269	\$4,621,269	\$4,621,269
Annual Increase	8.8%	4.9%	3,2%	2.4%

Use of Debt

For reference purposes, the following table outlines the premium paid on a project if financed by debt. For example, a \$1M project financed at 3.0% over 15 years would result in a 26% premium or \$260,000 of increased costs due to interest payments. For simplicity, the table does not consider the time value of money or the effect of inflation on delayed projects.

Interest Rate	Number of Years Financed					
	5	10	15	20	25	30
5.0%	15%	30%	45%	60%	77%	95%
4.0%	12%	23%	35%	47%	60%	73%
3.5%	11%	20%	30%	41%	52%	63%
3.0%	9%	17%	26%	34%	44%	53%
2.5%	8%	14%	21%	28%	36%	43%
2.0%	6%	11%	17%	22%	28%	34%

Sustainable funding models that include debt need to incorporate the risk of rising interest rates. The following graph shows where historical lending rates have been:

A change in 15-year rates from 3% to 6% would change the premium from 26% to 54%. Such a change would have a significant impact on a financial plan.

The revenue options outlined in this plan allow North Frontenac to fully fund its long-term infrastructure requirements without further use of debt.

Use of Reserves

Reserves play a critical role in long-term financial planning. The benefits of having reserves available for infrastructure planning include:

- the ability to stabilize tax rates when dealing with variable and sometimes uncontrollable factors
- financing one-time or short-term investments
- accumulating the funding for significant future infrastructure investments
- managing the use of debt
- normalizing infrastructure funding requirement

There is considerable debate in the municipal sector as to the appropriate level of reserves that a Township should have on hand. Council adopted By-law # 2024-24 on April 5, 2024 that provides targets, purpose and funding for each Reserve and Reserve Fund. Factors that municipalities should consider when determining their capital reserve requirements include:

- breadth of services provided
- age and condition of infrastructure
- use and level of debt
- economic conditions and outlook
- internal reserve and debt policies.

These reserves are available for use by applicable asset categories during the phase-in period to full funding. This coupled with North Frontenac's judicious use of debt in the past, allows the scenarios to assume that, if required, available reserves and debt capacity can be used for high priority and emergency infrastructure investments in the short- to medium-term.

Financial Strategy Recommendations

Considering all the above information, the 15-year option is recommended. This involves full capital funding being achieved over 15 years by:

- when realized, reallocating the debt cost reductions
- increasing tax revenues by 2.0% each year for the next 15 years solely for the purpose of phasing in full funding to the asset categories covered in this section of the AMP.

- allocating the current CCBF, OCIF, and OMPF revenue as outlined previously.
- allocating the scheduled OCIF grant increases to the infrastructure deficit as they occur.
- reallocating appropriate revenue from categories in a surplus position to those in a deficit position.
- increasing existing and future infrastructure budgets by the applicable inflation index on an annual basis in addition to the deficit phase-in.

Notes:

1. As in the past, periodic senior government infrastructure funding will most likely be available during the phase-in period. By Provincial AMP rules, this periodic funding cannot be incorporated into an AMP unless there are firm commitments in place.
2. We realize that raising tax revenues by the amounts recommended above for infrastructure purposes will be very difficult to do. However, considering a longer phase-in window may have even greater consequences in terms of infrastructure failure.
3. Prioritizing future projects will require the current data to be replaced by condition-based data. Although our recommendations include no further use of debt, the results of the condition-based analysis may require otherwise.

Current projected total Funding for the next 10 years

OMPF – Township allocated	\$2,500,000
Infrastructure Sustainability Contribution	\$2,499,291
Additional annual 2%	\$3,500,000
Taxes current	\$15,816,160
	\$24,315,451

Appendix A: Infrastructure Report Card

Asset Category	Replacement Cost	Asset Condition	Financial Capacity	
Roads and Roadside	\$ 118,433,528	Fair (45%)	Annual Requirement:	\$4,354,371
			Funding Available:	\$1,223,250
			Annual Deficit:	\$3,131,121
Bridges and Culverts	\$ 36,768,829	Good (72%)	Annual Requirement:	\$732,012
			Funding Available:	\$154,500
			Annual Deficit:	\$577,512
Stormwater Network	\$ 302,416	Very Poor (0%)	Annual Requirement:	\$6,048
			Funding Available:	\$0
			Annual Deficit:	\$6,048
Buildings and Facilities	\$ 12,472,105	Fair (40%)	Annual Requirement:	\$249,441
			Funding Available:	\$103,770
			Annual Deficit:	\$145,671
Land Improvements	\$ 1,495,355	Good (78%)	Annual Requirement:	\$75,956
			Funding Available:	\$1,074
			Annual Deficit:	\$74,882
Vehicles	\$ 9,036,097	Fair (41%)	Annual Requirement:	\$875,673
			Funding Available:	\$295,160
			Annual Deficit:	\$580,513
Machinery and Equipment	\$ 5,491,122	Fair (53%)	Annual Requirement:	\$431,312
			Funding Available:	\$325,790
			Annual Deficit:	\$105,522
Overall	\$ 183,999,452	Fair (50%)	Annual Requirement:	\$6,724,813
			Funding Available:	\$2,103,544
			Annual Deficit:	\$4,621,269

Appendix B: 10-Year Capital Requirements

The following tables identify the capital cost requirements for each of the next 10 years in order to meet projected capital requirements and maintain the current level of service.

Bridges and Culverts										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Bridges	\$350,000	\$260,000	\$870,000	\$0	\$0	\$60,000	\$3,043,200	\$900,000	\$0	\$0
Structural Culverts	\$0	\$0	\$0	\$0	\$0	\$0	\$260,000	\$0	\$0	\$543,800
Bridges and Culverts Total	\$350,000	\$260,000	\$870,000	\$0	\$0	\$60,000	\$3,303,200	\$900,000	\$0	\$543,800

Buildings and Facilities										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Administrative	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fire and Emergency	\$0	\$0	\$890,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Works	\$0	\$0	\$928,800	\$1,113,480	\$0	\$0	\$0	\$0	\$0	\$0
Recreational and Cultural	\$0	\$0	\$76,000	\$1,170,600	\$0	\$0	\$0	\$721,110	\$671,257	\$0
Buildings and Facilities Total	\$0	\$0	\$1,894,800	\$2,284,080	\$0	\$0	\$0	\$721,110	\$671,257	\$0

Land Improvements										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Fencing	\$0	\$0	\$0	\$0	\$0	\$0	\$10,738	\$0	\$0	\$0
Helipad	\$33,362	\$0	\$0	\$0	\$14,121	\$0	\$0	\$0	\$46,378	\$0
Pavement Improvements	\$0	\$0	\$0	\$223,149	\$0	\$0	\$80,640	\$138,320	\$0	\$0
Recreational and Cultural	\$32,586	\$1,213	\$0	\$0	\$209,677	\$0	\$0	\$85,845	\$224,190	\$0
Land Improvements Total	\$65,948	\$1,213	\$0	\$223,149	\$223,798	\$0	\$91,378	\$224,165	\$270,568	\$0

Machinery and Equipment										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Fire and Emergency	\$61,617	\$33,139	\$108,833	\$21,000	\$58,587	\$83,719	\$26,634	\$52,867	\$70,091	\$9,000
Information Technology	\$43,087	\$48,594	\$36,030	\$55,087	\$100,637	\$265,812	\$32,094	\$18,756	\$41,791	\$24,290
Public Works	\$84,609	\$603,504	\$37,506	\$196,835	\$19,251	\$76,303	\$315,098	\$55,593	\$15,000	\$308,505

Recreational and Cultural	\$24,000	\$6,996	\$7,004	\$0	\$12,929	\$15,438	\$21,817	\$7,004	\$7,601	\$5,600
Solid Waste	\$58,175	\$165,877	\$61,043	\$0	\$0	\$50,847	\$67,835	\$44,628	\$103,139	\$0
Machinery and Equipment Total	\$271,488	\$858,110	\$250,416	\$272,922	\$191,404	\$492,119	\$463,478	\$178,848	\$237,622	\$347,395

Roads and Roadside										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Gravel Roads	\$3,400	\$383,086	\$0	\$3,400	\$0	\$2,380	\$395,486	\$4,885,304	\$295,533	\$14,800
Guiderrails	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$83,094	\$138,941	\$0
HCB Roads	\$5,730	\$375,122	\$42,074	\$0	\$541,047	\$38,966	\$339,580	\$0	\$140,284	\$0
LCB Roads	\$43,709,719	\$14,771,602	\$5,162,401	\$1,993,945	\$709,561	\$471,176	\$1,765,285	\$1,498,589	\$684,456	\$1,409,480
Streetlights	\$0	\$0	\$0	\$79,491	\$0	\$0	\$0	\$0	\$0	\$0
Roads and Roadside Total	\$43,718,849	\$15,529,810	\$5,204,475	\$2,076,836	\$1,250,608	\$512,522	\$2,500,350	\$6,466,986	\$1,259,214	\$1,424,280

Stormwater Network										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Catch Basins	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Storm Pipes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater Network Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Vehicles										
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Administrative	\$0	\$0	\$0	\$43,831	\$0	\$55,000	\$0	\$0	\$0	\$43,831
Fire and Emergency	\$0	\$180,000	\$725,000	\$0	\$328,911	\$483,259	\$1,192,181	\$145,000	\$452,191	\$53,757
Public Works	\$1,320,690	\$830,943	\$480,000	\$0	\$480,000	\$1,083,402	\$165,000	\$40,000	\$100,000	\$666,884
Recreational and Cultural	\$69,573	\$0	\$31,134	\$0	\$30,430	\$54,957	\$69,573	\$8,884	\$31,134	\$0
Solid Waste	\$0	\$0	\$0	\$300,000	\$30,430	\$0	\$0	\$0	\$0	\$300,000
Vehicles Total	\$1,390,263	\$1,010,943	\$1,236,134	\$343,831	\$869,771	\$1,676,618	\$1,426,754	\$193,884	\$583,325	\$1,064,472

Cumulative Total	\$46,639,230	\$20,567,406	\$10,241,065	\$5,873,092	\$3,522,462	\$4,722,131	\$9,535,605	\$9,015,089	\$4,523,599	\$4,073,375
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Appendix C: Condition Assessment Guidelines

The foundation of good asset management practice is accurate and reliable data on the current condition of infrastructure. Assessing the condition of an asset at a single point in time allows staff to have a better understanding of the probability of asset failure due to deteriorating condition.

Condition data is vital to the development of data-driven asset management strategies. Without accurate and reliable asset data, there may be little confidence in asset management decision-making which can lead to premature asset failure, service disruption and suboptimal investment strategies. To prevent these outcomes, the Township's condition assessment strategy should outline several key considerations, including:

- The role of asset condition data in decision-making
- Guidelines for the collection of asset condition data
- A schedule for how regularly asset condition data should be collected

Role of Asset Condition Data

The goal of collecting asset condition data is to ensure that data is available to inform maintenance and renewal programs required to meet the desired level of service. Accurate and reliable condition data allows municipal staff to determine the remaining service life of assets, and identify the most cost-effective approach to deterioration, whether it involves extending the life of the asset through remedial efforts or determining that replacement is required to avoid asset failure.

In addition to the optimization of lifecycle management strategies, asset condition data also impacts the Township's risk management and financial strategies. Assessed condition is a key variable in the determination of an asset's probability of failure. With a strong understanding of the probability of failure across the entire asset portfolio, the Township can develop strategies to mitigate both the probability and consequences of asset failure and service disruption. Furthermore, with condition-based determinations of future capital expenditures, the Township can develop long-term financial strategies with higher accuracy and reliability.

Guidelines for Condition Assessment

Whether completed by external consultants or internal staff, condition assessments should be completed in a structured and repeatable fashion, according to consistent and objective assessment criteria. Without proper guidelines for the completion of condition assessments there can be little confidence in the validity of condition data and asset management strategies based on this data.

Condition assessments must include a quantitative or qualitative assessment of the current condition of the asset, collected according to specified condition rating criteria, in a format that can be used for asset management decision-making. As a result, it is important that staff adequately define the condition rating criteria that should be used and the assets that require a discrete condition rating. When engaging with external consultants to complete condition assessments, it is critical that these details are communicated as part of the contractual terms of the project.

There are many options available to the Township to complete condition assessments. In some cases, external consultants may need to be engaged to complete detailed technical assessments of infrastructure. In other cases, internal staff may have sufficient expertise or training to complete condition assessments.

Developing a Condition Assessment Schedule

Condition assessments and general data collection can be both time-consuming and resource intensive. It is not necessarily an effective strategy to collect assessed condition data across the entire asset inventory. Instead, the Township should prioritize the collection of assessed condition data based on the anticipated value of this data in decision-making. The International Infrastructure Management Manual (IIMM) identifies four key criteria to consider when making this determination:

1. **Relevance:** every data item must have a direct influence on the output that is required
2. **Appropriateness:** the volume of data and the frequency of updating should align with the stage in the assets life and the service being provided
3. **Reliability:** the data should be sufficiently accurate, have sufficient spatial coverage and be appropriately complete and current
4. **Affordability:** the data should be affordable to collect and maintain

The Corporation of the Township of North Frontenac

By-Law #2025-29

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

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

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

And Whereas extending Agreements were signed with the last extending Agreement being in effect from June 29, 2023 until June 28, 2025;

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

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

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

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

Read a first and second time on **July 10, 2025**.

Read a third time and finally passed on **July 10, 2025**.

Gerry Lichty, Mayor

Tara Mieske, Clerk

THE CORPORATION OF THE TOWNSHIP OF GREATER MADAWASKA

BY-LAW 42-2025

Being a By-Law to Authorize the Township of Greater Madawaska to enter into an Automatic Aid Agreement with the Municipality of North Frontenac

WHEREAS pursuant to Section 20 of the *Municipal Act, 2001*, a Municipality may enter into agreements with one or more municipalities or local bodies, as defined in section 19 of the *Municipal Act, 2001*, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

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

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

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

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

READ a first and second time this 19th of June 2025.

READ a third time and passed this 19th of June 2025.



Taylor Popkie, Deputy Mayor



Robin Emon, Clerk

Appendix "A"

Automatic Aid Agreement

This Agreement made this 19th day of June, 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 section 2(6) of the Fire Protection and Prevention Act, S.O., 1997, Chapter 4, hereinafter the "Act" authorizes a municipality to enter into an automatic aid agreement with other municipalities as defined in section 1(4) of the Act and to provide or receive the initial or supplemental response to fires, rescues, and emergencies;

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

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

1) DEFINITIONS

In this Agreement, unless the context otherwise requires,

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

2) FIRE PROTECTION SERVICES AREA

- a) Greater Madawaska will ensure the provision, except as hereinafter limited or excluded, of fire protection services to North Frontenac in the fire response area as set out in Schedule "A", attached hereto, and forming part of the Agreement.
- b) Greater Madawaska shall employ its apparatus and personnel to respond to occurrences in the fire response area in a like manner as if the response was in the Township of Greater Madawaska.
- c) The fire apparatus and personnel of Greater Madawaska that will respond to occurrences in the fire response area of North Frontenac will be limited to the following:
 - i) Such fire equipment, apparatus, and personnel as deemed necessary by the Fire Chief or designate for the safe and efficient suppression of fire, extrication, and medical assist for paramedics and response, where called to the scene of an occurrence;
 - ii) Such other equipment and apparatus that may be required as a result of typical Fire Department apparatus and equipment not being able to reach the scene of the occurrence due to natural or manmade obstacles.
- d) North Frontenac shall pay to Greater Madawaska its costs incurred for the provision of its services provided for herein, while on response in North Frontenac until Greater Madawaska has returned to a state of readiness and considered in service.
- e) Greater Madawaska shall ensure that where the Fire Department responds to a call in the fire response area of North Frontenac, a copy of the fire report from the area where the fire services were provided is forwarded to the North Frontenac Fire Chief.
- f) Greater Madawaska shall notify at its earliest convenience, North Frontenac of all incidents occurring within the fire response area.

3) FIRE DEPARTMENT AUTHORITY

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

4) TOWNSHIP RESPONSIBILITIES and OBLIGATIONS

- a) North Frontenac shall be responsible for notifying, in the manner and to the extent deemed necessary, residents and occupants of the fire response area of

procedures for reporting an emergency and of the services provided by the Fire Department.

- b) North Frontenac shall take whatever action necessary to have the Fire Chief appointed Chief Fire Official of the fire response area, as defined in the *Fire Protection and Prevention Act, 1997*
- c) Greater Madawaska shall notify North Frontenac of its intent to respond or not respond to a call within the fire response area, or having responded to such a call, of its intent to leave the site of the fire or other emergency if fire protection services are still required at the site.

5) PAYMENT

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

6) LIABILITY

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

7) DURATION AND AMENDMENTS

- a) This Agreement shall be in force for a period of three (3) years from date above first mentioned and may be renewed for another period of two (2) 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.
- b) This Agreement may be amended at any time with the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
- c) Notwithstanding Section 7a) above, this Agreement may be terminated at any time prior to, by either party by giving written notice to the other party not less than 90 days prior to the proposed termination date.
- d) Notwithstanding Section 7a) above, setting out the termination date of the Agreement, the Agreement may be extended by mutual consent of the parties indicated by appropriate correlating resolution and extension agreement being duly passed and executed by both parties hereto.

8) DISPUTES

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

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

9) SEVERABILITY

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

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

**Corporation of the Township of
Greater Madawaska**

June 19, 2025
Date

Taylor Popkie
Taylor Popkie, Deputy Mayor

June 19, 2025
Date

Robin Emon
Robin Emon, Clerk

**Corporation of the Township of North
Frontenac**

Date

Gerry Lichty, Mayor

Date

Tara Mieske, Clerk

Schedule "A"
Automatic aid agreement
Fire Response Area

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

Norcan Lake Lane

Nacron Lane

Victory Lane

Rosie Lane

Heron Way

Mountain Chute Road

Misty Way

Kestrel Way

Penny Lane

Hunt Camp Lane

Schedule “B”

Automatic aid agreement

Arrangement for Payment of Fees

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

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

The Corporation of the Township of North Frontenac

By-Law #2025-30

Being a By-law to Authorize the Mayor and the Clerk to Enter Into a Shareholders Agreement with the Township of Central Frontenac, Township of South Frontenac, Township of Frontenac Islands, County of Frontenac and Frontenac Municipal Services Corporation

Whereas the Frontenac Municipal Services Corporation was established to oversee and regulate the installation and operation of communal water and wastewater services in the County of Frontenac;

And Whereas the Township of North Frontenac deems it expedient to enter into a shareholders agreement with the Township of Central Frontenac, Township of South Frontenac, Township of Frontenac Islands, County of Frontenac and Frontenac Municipal Services Corporation for the operation of the Frontenac Municipal Services Corporation;

Now Therefore Be It Resolved That the Council of the Corporation of the Township of North Frontenac enacts that the Mayor and the Clerk are authorized to enter into a shareholders agreement with the Township of Central Frontenac, Township of South Frontenac, Township of Frontenac Islands, County of Frontenac and Frontenac Municipal Services Corporation for the management and operation of the Frontenac Municipal Services Corporation;

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

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

Read a first and second time on **July 10, 2025**.

Read a third time and finally passed on **July 10, 2025**.

Gerry Lichty, Mayor

Tara Mieske, Clerk

SHAREHOLDERS AGREEMENT

THIS AGREEMENT made as of the 20th day of May, 2025

AMONG:

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC
(hereinafter called "North Frontenac")

of the FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF CENTRAL FRONTENAC
(hereinafter called "Central Frontenac")

of the SECOND PART

- and -

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC
(hereinafter called "South Frontenac")

of the THIRD PART

- and -

THE CORPORATION OF THE TOWNSHIP OF FRONTENAC ISLANDS
(hereinafter called "Frontenac Islands")

of the FOURTH PART

- and -

THE CORPORATION OF THE COUNTY OF FRONTENAC
(hereinafter called the "County")

Of the FIFTH PART

- and -

FRONTENAC MUNICIPAL SERVICES CORPORATION
(hereinafter called the "Corporation")

Of the SIXTH PART

WHEREAS the parties hereto have agreed that the Corporation shall be owned, managed, financed and operated in accordance with the provisions set forth in this Agreement;

AND WHEREAS the Shareholder parties wish to provide for how they will deal with each other and the Corporation in relation to the shares of the capital stock of the Corporation held by them;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises herein and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 For the purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Act" means the Business Corporations Act, R.S.O. 1990, B.16 and all amendments and regulations thereto;
- (b) "Business Day" means a day on which the banking institution for the Corporation is open for business.
- (c) "Completion Date" means the date pursuant to any Article hereof for the completion of the transaction contemplated by that Article, and if no date shall be so set, the date that is thirty (30) days after the agreement of purchase and sale be made or deemed made in accordance with the terms hereof;
- (d) "Participating Share" or "Common Share" means any share which entitles the holder thereof to participate pro rata with the holders of other participating shares in the distribution of the assets of the Corporation upon the liquidation, dissolution, winding-up or other termination of its activities and a "non-participating share" or "Preference share" means a share the holder of which is not so entitled;
- (e) "Shareholders" means all parties to this Agreement other than the Corporation (a Shareholder being any one such party) and includes where relevant the estate of a deceased Shareholder or his representatives in the event of incapacity, or any transferee of shares who has agreed to be bound by the terms hereof. "Shareholder" or "Shareholders" does not include persons who become Shareholders by court order;
- (f) "Shares" means all shares in the capital stock of the Corporation, options to acquire same, warrants in respect of same or any other obligation or right of any party hereto to acquire shares in the capital stock of the Corporation and shall include common shares, preference shares, special shares or shares under any other designation;

ARTICLE II. INCORPORATION AND ORGANIZATION OF CORPORATION

- 2.1** The Shareholders shall each so vote all shares in the capital of the Corporation from time to time held by each of them and otherwise exercise their rights as Shareholders of the Corporation and, to the extent permitted by law, cause their respective nominees on the Board of Directors of the Corporation to act so that at all times the conditions, restrictions, limitations and prohibitions of the business and corporate affairs of the Corporation set forth below shall apply. In the event of conflict between the provisions of this Agreement and the provisions of the articles of incorporation, bylaws or resolutions of the Directors or Shareholders of the Corporation, each party shall so vote his shares in the Corporation and take such steps as are necessary so as to cause the articles, bylaws and/or resolutions to be amended to resolve any such conflict in favour of the provisions of this Agreement and until actually so amended, shall amongst the parties hereto be deemed to be so amended.

- (a) The business and affairs of the Corporation shall be managed and supervised by a board of four (4) Directors of whom three (3) shall constitute a quorum, provided that if no such quorum is present within one half hour following the time at which a meeting is scheduled to take place, the meeting shall stand adjourned to a date and time set by the President acting as Chair, and if no such quorum is present within one half hour following the time at which the adjourned meeting is scheduled to take place, subject to the Act, the Directors present thereat shall constitute a quorum for the transaction of business for which the meeting was called. Any quorum must include a director appointed by South Frontenac. On any occasion on which the Directors of the Corporation are appointed (whether to full terms or to partial terms filling vacancies on the Corporation's Board of Directors), each Shareholder shall vote all his shares (or any other voting security issued by the Corporation and held by such Shareholder) for the appointment of one candidate designated by North Frontenac, one candidate designated by Central Frontenac, one candidate designated by South Frontenac, and one candidate designated by Frontenac Islands. To implement the designation of candidates by the Shareholders with respect to future appointment of Directors, the Corporation shall notify all Shareholders on each occasion on which action is proposed to be taken on the appointment of Directors. Each such notice shall state the date on which such action is proposed to be taken, and shall be given by the Corporation not later than forty-five (45) days prior to the date so chosen. Each Shareholder shall notify the Corporation within thirty (30) days of receipt of the Corporation's notice, of the names of the candidate or candidates it wishes to propose for appointment at the meeting. Should any party entitled to designate candidates fail on any such occasion to designate a candidate, the Director at the time serving as a result of the nomination of such party or so serving as a result of mutual agreement of all persons entitled to designate a Director shall be deemed designated as a nominee for the election to succeed himself.
- (b) No person, including the President acting as Chair, at any meeting of the Shareholders or Directors shall be entitled to exercise any casting or deciding vote.
- (c) At any meeting of the directors or Shareholders, the appointed directors and/or Shareholders representatives shall have a proportional vote based on holdings of Class A Common Shares. Notwithstanding this if any single director or Shareholder's representation holds more than 50% of such votes, then, any approvals shall require the approval of another director or Shareholder as the case may be.
- (d) No meeting of the Shareholders or Directors shall be held unless and until notice of such meeting shall have been sent by email, electronic transmission or prepaid post to all persons entitled thereto, at least ten (10) days but not more than fifty (50) days in the case of Shareholder meetings, prior to the date fixed for the holding of the meeting providing that, subject to the Act, such notice may be waived by the persons entitled thereto in writing before or after the meeting.

2.2 With the unanimous consent of the Shareholders hereto, any provision in Section 2.1 (b) to (d) may be altered or varied.

2.3 Until changed in accordance with this Agreement, the issued shares in the capital stock of the Corporation shall be held as follows:

Name	Number	Type
North Frontenac	1574	Class A Common Shares
Central Frontenac	1639	Class A Common Shares
South Frontenac	5862	Class A Common Shares
Frontenac Islands	926	Class A Common Shares
County	2,500	Class B Common Shares

2.4 The Shareholders shall:

- (a)** Cause the Corporation to carry on the business of communal services to the Shareholders and their residents (the "Business");
- (b)** Cooperate fully to ensure the successful operation of the Business.

2.5 Each of the Shareholders agrees that without the written consent of all Shareholders no action, other than action contemplated elsewhere in this Agreement, shall be taken with respect to the following:

- (a)** the amalgamating or merging of the Corporation with any other corporation or company;
- (b)** the selling or otherwise disposing of all or substantially all of the assets of the Corporation;
- (c)** the issuing of or agreeing to issue any additional shares or the creation, issue or exercise of any option, warrant or right for the purpose thereof or securities convertible into shares of the Corporation;
- (d)** any division, alteration, reorganization, reclassification, consolidation, subdivision or any other change in the authorized or issued share capital of the Corporation;

- (e) the redemption, purchase for cancellation or other retirement of any shares in the capital of the Corporation.
- (f) the taking or instituting proceedings for the winding up, liquidation, or dissolution of the Corporation.

2.6 Dissolution: in the event that the Corporation has been authorized to be dissolved, liquidated or wound up by resolution in accordance with section 2.5(f) hereof then the following shall apply:

- (a) Each Shareholder shall be entitled to receive, by transfer from the Corporation at nominal value, any Communal Services physical assets located within their municipal boundaries.
- (b) Any other physical assets not related to the direct operation of Communal Services, such as rolling stock, office furniture, and maintenance operations, will be then sold and the proceeds divided based upon the Shareholder's proportionate share of the shares of the Corporation issued and outstanding, irrespective of whether they are voting or non-voting.
- (c) A Shareholder may elect to purchase such assets from the Corporation for their appraised value. Where more than one Shareholder expresses an interest in purchasing the assets, the successful Shareholder purchaser will be selected by a random draw.
- (d) All costs with respect to the wind down shall be paid by the Corporation out of the net cash and liquid assets remaining, including after sale of the physical assets described above.
- (e) The parties may, upon agreement of all of the parties who are Shareholders, appoint an independent third party to handle the disposition of the assets. Such independent party shall have the authority to set the price and terms of any sale and conduct any sale on behalf of the Corporation. The cost of the independent party will be deducted from the proceeds of sale. If such costs exceed the value of the assets sold, then they shall be divided among the Shareholders based on the proportionate number of shares held by each Shareholder issued and outstanding in the Corporation, irrespective of whether they are voting or non-voting. Any costs to the individual Shareholders other than the costs of the Corporation shall be the responsibility of the individual Shareholders with respect to any such dissolution, sale or transfer.
- (f) All remaining net cash after the transactions set out above shall be divided among the Shareholders, proportionate to the number of shares they hold in the Corporation issued and outstanding, irrespective of whether they are voting or non-voting.

2.7 Withdrawal: Any Shareholder may, at any time commencing on or after September 1st, 2028, give written notice to withdraw by September 1st in any year, effective December

31st of the following year. In the event no specific withdrawal is given, the following shall apply:

(a) the withdrawing Shareholder may purchase back from the Corporation any municipal systems or other operating assets that the Corporation wishes to be transferred back to such municipal Shareholder at the cost thereof to the Corporation, payable on or before the effective date of the withdrawal;

(b) the withdrawing municipal Shareholder shall acknowledge and agree that it has no interest in any other assets of the Corporation, and shall transfer back its shares in the Corporation at the value paid for such shares (\$1.00);

(c) such municipal Shareholder shall also forgive any amounts owing to it by the Corporation;

(d) the municipality's representatives shall resign as directors and officers of the Corporation;

(e) the municipal Shareholder shall pay any costs incurred by the Corporation as a consequence of such withdrawal or the transfer of assets, including any land transfer tax on such transfer, the cost of lawyers and accountants, and any income taxes payable as a result of such transfer, all of which shall be due and payable on the effective date of the withdrawal; and

(f) the other Shareholders shall also have the option of dissolving the Corporation on the effective date of such withdrawal under the provisions of section 2.6 hereof.

ARTICLE III. COMMUNITY BENEFITS

3.1 It is the intention that any monies earned be re-invested in the member municipalities or communities severed by the Corporation, hence no community benefits shall be distributed or provided without the unanimous written consent of the Shareholders. Community benefits shall mean any returns including money, or other benefits for which no market compensation has been given.

3.2 The fiscal year of the Corporation shall terminate on such date of each year as determined by the Board of Directors.

3.3 Without limiting the generality of anything contained in this Agreement, the provision of such community benefits shall not cause the Corporation to be unable to pay its liabilities as they become due or cause the realizable value of the Corporation's assets to be less than the aggregate of its liabilities and stated capital of all classes.

ARTICLE IV. FINANCING

4.1 The financial policy of the Corporation shall be in accordance with the following criteria:

- a) Any funds, including capital and/or working capital requirements, shall to the fullest extent possible, be obtained by the Corporation from sources other than the Shareholders including the Corporation's own resources, bank loans, government grants or other external sources.
- b) In the event of an emergency where the funds cannot be obtained in accordance with section 4.1(a), the Corporation upon approval by the Board, can borrow such funds as required for such emergency by way of loan by Shareholder(s). The terms of such loan shall be agreed upon between the Shareholder(s) and the Corporation.

ARTICLE V. DEALING IN SHARES OF THE CORPORATION

5.1 Except as provided in this Agreement, no Shareholder shall transfer, mortgage, pledge, charge or otherwise dispose of or alienate any of his shares in the capital stock of the Corporation by way of sale, gift, beneficial bequest, declaration of trust or otherwise, or do any act to encumber the beneficial title to any shares or affect the rights in any way of another Shareholder with respect thereto under this Agreement. For the purpose of this Agreement, if any Shareholder is a corporation, any transfer, mortgage, pledge or charge of shares of its capital stock resulting in a change of voting control of such Shareholder corporation shall be deemed to be a transfer of shares of that Shareholder in the capital stock of the Corporation.

ARTICLE VI. ENDORSEMENT OF SHARE CERTIFICATE

6.1 All share certificates of the Corporation shall have a notation thereon as follows:

"The ownership and transfer of these shares are restricted and are subject to the terms of a Shareholder Agreement made as of the 20th day of May, 2025 to which reference is hereby expressly made and by which the transferee or other holder of the shares agrees to be bound by accepting same. A copy of this Agreement may be obtained from the Secretary of the Corporation on request in writing."

ARTICLE VII. CONFIDENTIALITY

7.1 Each Shareholder covenants and agrees that upon and from any sale by it of its shares in the Corporation it shall not at any time disclose the private affairs of the Corporation, any trade or business secrets of the Corporation, any information or knowledge it may have acquired with respect to the business of the Corporation to any person, firm or corporation whatsoever and any Shareholder shall treat any such information with the strictest of confidence and recognizes such trade and business secrets and confidential information as the property of the Corporation.

ARTICLE VIII. UNANIMOUS SHAREHOLDER AGREEMENT

- 8.1** This Agreement shall be deemed to be a unanimous Shareholder agreement within the meaning of Section 1(44) and Section 108 of the Act, and the power of the Directors to manage or supervise the management of the business and affairs of the Corporation shall be restricted in accordance with this Agreement.
- 8.2** Where provided for in this Agreement, a Shareholder has all the rights, powers, duties and liabilities of a Director of the Corporation, whether arising under the Act or otherwise, to which this Agreement relates and to the extent that this Agreement restricts the discretion or powers of the Directors to manage or supervise the management of the business and affairs of the Corporation the Directors are thereby relieved of their duties and liabilities, including any liabilities under Section 131 of the Act, to the same extent.
- 8.3** This Agreement may be amended by written agreement by all the Shareholders herein; provided that if any change shall affect the duties and liabilities of any of the Directors or officers referred to herein, the Directors or officers of the Corporation shall be given written notice of the proposed amendment, and such Director or officer shall be at liberty to resign and such amendment shall not be effective until another Director or officer is appointed in his place and stead.

ARTICLE IX. GENERAL

- 9.1** All rights, advantages, privileges, immunities, powers and things hereby secured to the parties and each of them shall be equally secured and exercisable by his heirs, executors, administrators, successors and assigns, as the case may be, and all covenants contained herein shall be binding not only upon the parties hereto but their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 9.2** Except as otherwise may be expressly provided herein, the parties hereto hereby waive the application of Section 185 of the Act.
- 9.3** This Agreement shall terminate upon the earlier of:
- (a)** the dissolution or bankruptcy of the Corporation; or
 - (b)** the date upon which there is only one Shareholder of the Corporation.
- 9.4** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 9.5** Any notice, request, demand or other communication required to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by telecopier, telex, email or other similar means of electronic communication or email, to the Shareholders at their last address or email address or website shown on the books of the Corporations or to

the Corporations at their registered offices unless another address is selected by any party hereto. Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier, email or other electronic communication or on the third day following the sending thereof by private courier or mail.

- 9.6** Time shall be of the essence of this Agreement.
- 9.7** The Shareholders acknowledge that there are no written agreements, contracts, covenants, promises, representations, warranties, inducements or understandings between them, except as set forth or referred to herein with respect to the management and financing of the Corporation and the disposition of their shares.
- 9.8** This Agreement shall not be changed orally and shall not be changed, modified or discharged in whole or in part otherwise than by an instrument in writing, signed by all parties hereto.
- 9.9** The Corporation acknowledges the terms and conditions hereof and agrees to be bound by the terms hereof.
- 9.10** Wherever in this Agreement the context requires, words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 9.11** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- 9.12** Every provision of this Agreement is intended to be several, and if any term or provision hereof is adjudged to be illegal or invalid for any reason whatsoever, then any such illegal or invalid provision shall not be deemed to affect the validity of the remainder of this Agreement, and this Agreement shall accordingly be read and construed as if such invalid or illegal provision was omitted.

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IN WITNESS WHEREOF the parties hereunto have duly executed this Agreement as of the date first written above.

SIGNED & DELIVERED In the presence of:

THE CORPORATION OF THE TOWNSHIP OF NORTH FRONTENAC

Per: Gerald Lichty, Mayor

Per: Tara Mieske, Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF CENTRAL FRONTENAC

Per: Frances Smith, Mayor

Per: Cathy MacMunn, CAO / Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC

Per: Ronald Vandewal, Mayor

Per: James Thompson, Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE TOWNSHIP OF FRONTENAC ISLANDS

Per: Judy Greenwood-Speers, Mayor

Per: Vanessa Latimer, CAO / Clerk

We have authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF FRONTENAC

Per: Gerry Lichty, Warden

Per: Jannette Amini, Clerk

FRONTENAC MUNICIPL SERVICES CORPORATION

Per: Frances Smith, Chair/President

Per: Cathy MacMunn, Secretary

We have authority to bind the Corporation

The Corporation of the Township of North Frontenac

By-law #2025-31

Being a By-law to Authorize the Mayor and Clerk to Sign a Rental Agreement with the North Frontenac Historical Society and Archives for the Office Space at the Lavant Public Works Garage

Now Therefore the Council for the Corporation of the Township of North Frontenac enacts that the Mayor and Clerk are authorized to sign the Rental 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 on the date of final passing.

Read a first and second time on **July 10, 2025**.

Read a third time and finally passed on **July 10, 2025**.

Gerry Lichty, Mayor

Tara Mieske, Clerk

This Rental Agreement made this 10th day of July, 2025

Between:

The Corporation of the Township
of North Frontenac

(The "Lessor")

-and-

North Frontenac Historical Society and Archives

(The "Lessee")

Whereas the Corporation of the Township of North Frontenac has agreed to grant the North Frontenac Historical Society & Archives (NFHSA) a non-exclusive Rental of the office space in the Lavant Public Works Garage in accordance with the terms of this Rental Agreement;

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

1. Premises

The premises is the space known as the office space in the Lavant Public Works Garage located at 11586 Road 509, Snow Road, Ontario.

2. Term of Rental Agreement

This Rental Agreement is effective July 15, 2024 to July 15, 2030. A new Agreement shall be prepared and executed upon expiration of this Agreement if both parties mutually agree to continue this Agreement.

3. Rental Fee

The annual rental fee payment shall be two dollars (\$2.00) to be paid by the NFHSA to the Township upon execution of the Agreement and annually if it is renewed.

4. Responsibilities of the Township

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

- i) All energy costs and maintenance of lighting fixtures (excluding light bulbs), heating, minor repairs and snow removal of the parking lot.
- ii) Insuring the building only which does not include the contents.
- iii) Providing limited custodial services to include vacuuming and washing the floor monthly and waxing as required; dusting fixtures and furniture monthly; cleaning washrooms monthly; cleaning of windows inside every three months and outside spring and fall.

5. Responsibilities of the NFHSA

The NFHSA is responsible for:

- i) Using the Lavant Office Space for the purpose of storing artifacts and materials and other uses related directly or indirectly to the operation of the NFHSA only
- ii) Maintaining the Office Space in good repair, to be kept clean and free from rubbish and debris and from objects that might create a health, fire or accident hazard.
- iii) Security of the Office Space and its contents.
- iv) Snow removal from the office steps and landing and from the emergency exit door and to keep both areas clear to facilitate accessible ingress and egress in the case of an emergency.
- v) The installation and payment of telephone and internet service if required.
- vi) Custodial work beyond what is described in Section 4 iii) is the responsibility of the NFHSA.

6. Other Considerations

- i) The Township and the NFHSA shall each have the right to terminate this Agreement by giving sixty (60) days' notice in writing to the other party of their intention to terminate.
- ii) The water is not routinely tested for public consumption. In accordance with Ontario Regulation 319/08, as amended, Small Drinking Water Systems, the Manager of Community Development will provide signage which shall be kept posted in the kitchen and washroom.
- iii) The Township will insure the building. However, any contents belonging to the NFHSA will not be covered under the Township's insurance coverage and any loss of said contents is the responsibility of the NFHSA.
- iv) The Manager of Community Development or his/her representative is permitted to access the office space.
- v) The NFHSA may use the washroom and kitchen facilities.
- vi) Leasehold major improvements and/or modifications to the office will be subject to approval by the Township Council prior to work commencing. Arrangements concerning expenses incurred for same will be mutually agreed upon by the Township and the NFHSA.
- vii) Requests for minor repairs will be reviewed by both parties and subject to the Manager of Community Development's approval.
- viii) The NFHSA may permit members of the public into the facility to view historic artifacts, while being supervised by at least one member of the NFHSA.
- ix) That, upon the disbandment of the NFHSA, this Agreement shall terminate.
- x) That in case default is made in the fulfillment of any covenants on the part of the NFHSA, whether expressed or implied, and is continued for the space of one (1) calendar month, the Township may terminate this Agreement, provided fifteen (15) days written notice has been given setting out the default to be cured.

The NFHSA shall indemnify and save harmless the Township, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Licencee, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this License of Occupation Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Licencee in accordance with this Licence of Occupation Agreement, and shall survive this Licence of Occupation Agreement.

The Township shall indemnify and save harmless the NFHSA, its directors, officers, employees, agents contractors and subcontractors from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Township, its elected officers, employees, and agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this License of Occupation Agreement.

The NFHSA shall, at their expense, obtain and keep in force during the term of the Licence of Occupation, and any renewal thereof General Commercial Liability Insurance satisfactory to the Township 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:

- i. A limit of liability not less than \$2,000,000;
- ii. Add the Township as an additional insured with respect to the operation of the Named Insured;
- iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured;
- iv. Non-owned automobile coverage of not less than \$2,000,000 and shall include contractual non-owned coverage;
- v. Products and completed operations coverage;
- vi. Broad Form Property damage;
- vii. Contractual Liability;
- viii. Owners and Contractors Protective;
- ix. Hostile Fire;
- x. The Policy shall provide 30 days prior notice of cancellation, alteration or if the policy has lapsed.

This Agreement sets out all of the terms and conditions that have been agreed to between the Township and the NFHSA, and superseded any previous agreements, verbal or written, that may otherwise exist between them concerning the subject matter of this Agreement.

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be unreasonably withheld.

This Agreement shall be binding on and ensure to the benefit of the parties and their respective personal representatives, successors and assigns.

In Witness Whereof the parties have set their hands and seals as of the day and year first written above.

Signed, Sealed and Delivered

The Corporation of the Township of North Frontenac

Mayor

Clerk

North Frontenac Historical Society and Archives

Brenda Martin, Coordinator

I have authority to sign on behalf of the NFSHA.

The Corporation of the Township of North Frontenac

By-law #2025-32

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 July 10, 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 July 10, 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 July 10, 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 July 10, 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 this 10th day of July, 2025.

Read a third time and finally passed this 10th day of July, 2025.

Gerry Lichty, Mayor

Tara Mieske, Clerk