



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#2 Council Meeting, January 24, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#1 Council Meeting of January 10, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 Minutes

1.1 Special Minutes of December 13, 2017

Moved By: Gail Code

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Special Meeting of December 13, 2017, as circulated.

**Carried
17-001**

2.0 Approval Of Agenda

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of January 10, 2017 as amended.

**Carried
17-002**

Amendment:

Alternative Voting By-law 2017-02

3.0 Delegations: None

4.0 Committee & Board Reports: None

5.0 By-Laws:

Moved By: Steve Fournier

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes alternative/internet voting for the 2018 Election as well as traditional paper ballot.

Carried

17-003

6.0 RESOLUTIONS/NOTICE OF MOTIONS

Moved By: Steve Fournier

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley relinquishes all claims to the one-foot reserve described as Block D on Rothwell Park Subdivision Plan 9242.

Carried

17-004

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-001 being a By-law to confirm the proceedings of Council at its meeting of January 10, 2017, be read a first, second and third time and finally passed in open Council.

Carried

17-004

11.0 Adjournment

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:05 p.m.

Carried

17-005

Reeve

Clerk Administrator

**CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW 2017-002**

A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY IN 2017

WHEREAS the Council wishes to impose an interim levy as authorized by Section 317 (1) of the *Municipal Act S. O. 2001* as amended;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley hereby enacts as follows:

1. **THAT** the Treasurer of the Corporation of the Township of Drummond/North Elmsley is hereby authorized to charge an interim levy in 2017 on the whole of the assessment for taxable assessment property according to the last revised assessment roll, the sum produced by applying a calculated notional tax rate.
2. **THAT** the resulting tax (hereinafter referred to as the "interim levy") shall be payable in two nearly equal instalments as follows
 - a. First installment – due on the 28th day of February 2017
 - b. Second installment-due on the 28th day of April 2017
 - c. These 2017 interim tax due dates shall be imposed against all participants subject to an agreement under the Township of Drummond/North Elmsley Pre-Authorized Tax Payment Installment Program.
3. **THAT** the Treasurer or delegate is hereby authorized to adjust the interim levy of any property at the request of the property owner if the taxes imposed by this by-law significantly exceed 50% of the taxes paid by the property in 2016, adjusted to annualize any assessment changes incurred during 2016. No adjustment made shall reduce the 2017 interim levy to be lower than 50% of the 2016 adjusted tax amount. No adjustment will be made after the final 2017 taxes for the property have been calculated.
4. **THAT** the taxes may be levied by this by-law on a property that is rateable for local municipality purposes for the current tax year, even if the property was not rateable for local municipality purposes for the prior tax year, including assessment of property that is added to the assessment roll after the by-law is passed.
5. **THAT** an instalment or any part of any instalment of rates, taxes and assessments not paid on or before the day prescribed by the respective section of this by-law which sets out payment of such instalments, shall be subject to a penalty which shall be added to and collected with rates, taxes and assessments and which shall be a percentage charged of 1.25% per month on the first day of default and a further 1.25% per month for each calendar month thereafter in which default continues in the year in which the taxes were levied.
6. **THAT** the Treasurer or delegate are authorized to accept part payment from time to time on account of the oldest outstanding interest, then the oldest outstanding taxes, then penalty

charges and then current years taxes due, or alternatively is authorized to refuse acceptance of any such part payment.

7. **THAT** from time to time, there may be charges, fees, costs or other expenses added onto the tax roll, as set forth in the *Assessment Act* and *Municipal Act* and any other applicable *Acts* and the by-laws in force in this municipality. Such charges, fees, costs or other expenses shall be deemed to be taxes, collected as taxes, or collected in the same manner as municipal taxes, or dealt with in such fashion as may be specifically authorized by the applicable statute.
8. **THAT** the Treasurer or delegate is hereby authorized and directed to serve personally or to mail or cause to be mailed notices of the taxes hereby levied to the person or persons taxes at the person's residence or place of business or upon the premises in respect of which the taxes are payable by such persona, or the ratepayer's mortgage company or third party designated by the property owner.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED this 24th day of January, 2017.

Reeve

Clerk Administrator

Final
Tax Rates

Schedule "A" to By-law 2017-002

Property Class	CVA	Township & Policing	County	Education	Total Levy	Final Tax Rates
Residential	982,625,324	Tax Rate 0.0014085	Tax Rate 0.0018650	Tax Rate 0.0009400	Levy \$ 1,394,000.12	0.00474184
Payment-In-lieu - General	1,435,625	\$ 2,022.05	\$ 2,677.44	\$ -	\$ 4,699.49	
Payment-In-lieu - Full	36,000	\$ 50.71	\$ 67.14	\$ 33.84	\$ 151.69	
Payment-In-lieu - Full	2,104,825	\$ 2,964.80	\$ 3,925.50	\$ 1,978.54	\$ 8,868.64	
Police		\$ 521,059.86			\$ 521,059.86	0.00094000
Residential Taxable: Edu Only	291,000				\$ 273.54	0.00094000
Multi-Residential	982,975	\$ 3,182.40	\$ 4,213.88	\$ 924.00	\$ 8,320.27	0.00987885
Police		\$ 1,193.79			\$ 1,193.79	
Commercial:						
Payment-In-lieu - Full	440,100	\$ 1,057.62	\$ 1,400.42	\$ 2,829.11	\$ 5,287.15	0.01291499
Payment-In-lieu - General	5,900	\$ 16.58	\$ 21.96	\$ -	\$ 38.54	0.00648686
Occupied	20,152,715	\$ 48,429.89	\$ 64,126.85	\$ 129,548.40	\$ 242,104.94	0.01291499
Police		\$ 18,570.13			\$ 18,570.13	0.01238666
New Construction	2,925,066	\$ 7,029.33	\$ 9,307.69	\$ 17,257.89	\$ 33,594.91	
Police		\$ 2,636.87			\$ 2,636.87	0.01705413
New Construction Excess	27,425	\$ 46.13	\$ 61.09	\$ 113.27	\$ 220.48	
Police		\$ 24.73			\$ 24.73	0.00454047
Payment-In-lieu - Vacant	32,250	\$ 54.24	\$ 71.83	\$ -	\$ 126.08	
Police		\$ 20.35			\$ 20.35	0.00804030
Commercial Excess/Vacant	1,304,800	\$ 2,194.87	\$ 2,906.35	\$ 5,871.38	\$ 10,972.41	
Police		\$ 823.37			\$ 823.37	0.01742013
Industrial:						
Industrial Occupied	1,502,704	\$ 5,522.66	\$ 7,312.68	\$ 11,270.28	\$ 24,105.62	0.00992013
Police		\$ 2,071.58			\$ 2,071.58	0.01582013
Industrial Hydro-Pay In Lieu	125,476	\$ 461.14	\$ 610.60	\$ 941.06	\$ 2,012.81	
New Construction Industrial	1,824,974	\$ 6,707.05	\$ 8,880.95	\$ 10,767.35	\$ 26,356.35	0.00857047
Police		\$ 2,688.96			\$ 2,688.96	
New Const. Industrial Excess	234,826	\$ 394.98	\$ 523.06	\$ 969.83	\$ 1,887.87	
Police		\$ 148.18			\$ 148.18	0.01132424
Industrial Vacant	24,125	\$ 57.66	\$ 76.31	\$ 117.61	\$ 251.58	
Police		\$ 21.62			\$ 21.62	0.01291498
Landfill	370,525	\$ 880.42	\$ 1,179.03	\$ 2,381.86	\$ 4,451.30	
Police		\$ 337.36			\$ 337.36	0.01529928
Pipeline	2,433,750	\$ 7,082.14	\$ 9,311.42	\$ 18,253.13	\$ 34,596.68	
Police		\$ 2,637.93			\$ 2,637.93	0.00118546
Farmlands	46,852,950	\$ 16,497.97	\$ 21,845.19	\$ 11,010.44	\$ 49,353.60	
Police		\$ 6,169.81			\$ 6,169.81	0.00118546
Managed Forests	949,275	\$ 334.26	\$ 442.60	\$ 223.08	\$ 999.94	
Police		\$ 125.39			\$ 125.39	
Total Taxable Asses with RDU	1,066,683,609	\$ 1,488,954.42	\$ 1,971,582.49	\$ 1,138,439.12	\$ 5,157,505.07	
Exempt	15,323,325	\$ 558,549.04				
MPAC - total assessment	1,082,006,934					

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NUMBER 2017-003

A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$1,000,000.00 TOWARDS THE COST OF THE COUTTS BAY ROAD AND DRUMMOND CONCESSION 7

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The Township of Drummond/North Elmsley (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works", as the case may be), and authorizing the entering into of a Financing Agreement dated effective as of December 12, 2016 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$1,000,000.00 dated February 15, 2017 and maturing on February 15, 2022, and payable in semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The Township of Drummond/North Elmsley ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$1,000,000.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Reeve and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$1,000,000.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Reeve and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$1,000,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated February 15, 2017, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 1.99% per annum and mature during a period of 5 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by February 15, 2022 and be payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "Toronto Business Day") and if

any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.

7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the

Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Reeve and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Reeve and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and

interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Reeve and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 24th day of January, 2017

By-law read a third time and finally passed this 24th day of January, 2017

Aubrey Churchill
Reeve

Cindy Halcrow
Clerk

The Corporation of The Township of Drummond/North Elmsley

Schedule "A" to By-law Number 2017-003

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2016-047	Coutts Bay Road and Drummond Concession 7	\$1,000,000.00	\$1,000,000.00	1,000,000.00	5 years

The Corporation of The Township of Drummond/North Elmsley

Schedule "B" to By-law Number 2017-003

No. 2017-003

\$1,000,000.00

C A N A D A

Province of Ontario

The Corporation of The Township of Drummond/North Elmsley

FULLY REGISTERED INTEREST RATE 1.99% AMORTIZING DEBENTURE

The Corporation of The Township of Drummond/North Elmsley (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (February 15, 2022), the principal amount of

ONE MILLION DOLLARS

----- (\$1,000,000.00) -----

by equal semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 1.99 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Township of Drummond/North Elmsley as at the 15th day of February, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-003 of the Municipality duly passed on the 24th day of January, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Reeve and by the Treasurer thereof.

Date of Registration: February 15, 2017

Aubrey Churchill, Reeve

(Seal) _____

Linda Van Alstine, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$1,000,000.00 dated February 15, 2017 and maturing on February 15, 2022 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

February 15, 2017

Anderson Foss

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the "Debentures" and individually a "Debenture") are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on August 15, 2017 and ending on February 15, 2022 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated,

defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELSLEY

Schedule "C" to By-law Number 2017-003

LOAN AMORTIZATION SCHEDULE

Loan.....: 1706
 Name.....: The Corporation of The Town of Drummond/North Elmsley
 Principal: 1,000,000.00
 Rate.....: 01.9900
 Term.....: 60
 Paid.....: Semi-annual
 Matures...: 02/15/2022

Pay # Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1 08/15/2017	105,553.76	95,603.76	9,950.00	904,396.24
2 02/15/2018	105,553.76	96,555.02	8,998.74	807,841.22
3 08/15/2018	105,553.76	97,515.74	8,038.02	710,325.48
4 02/15/2019	105,553.76	98,486.02	7,067.74	611,839.46
5 08/15/2019	105,553.76	99,465.96	6,087.80	512,373.50
6 02/15/2020	105,553.76	100,455.64	5,098.12	411,917.86
7 08/15/2020	105,553.76	101,455.18	4,098.58	310,462.68
8 02/15/2021	105,553.76	102,464.66	3,089.10	207,998.02
9 08/15/2021	105,553.76	103,484.18	2,069.58	104,513.84
10 02/15/2022	105,553.75	104,513.84	1,039.91	0.00
	1,055,537.59	1,000,000.00	55,537.59	

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-004

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on January 24, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 24th day of January 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#2 Council Meeting, January 24, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#1 Council Meeting of January 10, 2017. Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 Minutes

1.1 Special Minutes of December 13, 2017

Moved By: Gail Code

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Special Meeting of December 13, 2017, as circulated.

**Carried
17-001**

2.0 Approval Of Agenda

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of January 10, 2017 as circulated.

**Carried
17-002**

3.0 Delegations: None

4.0 Committee & Board Reports: None

5.0 By-Laws: None

6.0 RESOLUTIONS/NOTICE OF MOTIONS

Moved By: Steve Fournier
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley relinquishes all claims to the one-foot reserve described as Block D on Rothwell Park Subdivision Plan 9242.

Carried
17-003

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-001 being a By-law to confirm the proceedings of Council at its meeting of January 10, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-004

11.0 Adjournment

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:05 p.m.

Carried
17-005

Reeve

Clerk Administrator

**CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW 2017-002**

A BY-LAW TO PROVIDE FOR AN INTERIM TAX LEVY IN 2017

WHEREAS the Council wishes to impose an interim levy as authorized by Section 317 (1) of the *Municipal Act S. O. 2001* as amended;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley hereby enacts as follows:

1. **THAT** the Treasurer of the Corporation of the Township of Drummond/North Elmsley is hereby authorized to charge an interim levy in 2017 on the whole of the assessment for taxable assessment property according to the last revised assessment roll, the sum produced by applying a calculated notional tax rate.
2. **THAT** the resulting tax (hereinafter referred to as the "interim levy") shall be payable in two nearly equal instalments as follows
 - a. First installment – due on the 28th day of February 2017
 - b. Second installment-due on the 28th day of April 2017
 - c. These 2017 interim tax due dates shall be imposed against all participants subject to an agreement under the Township of Drummond/North Elmsley Pre-Authorized Tax Payment Installment Program.
3. **THAT** the Treasurer or delegate is hereby authorized to adjust the interim levy of any property at the request of the property owner if the taxes imposed by this by-law significantly exceed 50% of the taxes paid by the property in 2016, adjusted to annualize any assessment changes incurred during 2016. No adjustment made shall reduce the 2017 interim levy to be lower than 50% of the 2016 adjusted tax amount. No adjustment will be made after the final 2017 taxes for the property have been calculated.
4. **THAT** the taxes may be levied by this by-law on a property that is rateable for local municipality purposes for the current tax year, even if the property was not rateable for local municipality purposes for the prior tax year, including assessment of property that is added to the assessment roll after the by-law is passed.
5. **THAT** an instalment or any part of any instalment of rates, taxes and assessments not paid on or before the day prescribed by the respective section of this by-law which sets out payment of such instalments, shall be subject to a penalty which shall be added to and collected with rates, taxes and assessments and which shall be a percentage charged of 1.25% per month on the first day of default and a further 1.25% per month for each calendar month thereafter in which default continues in the year in which the taxes were levied.
6. **THAT** the Treasurer or delegate are authorized to accept part payment from time to time on account of the oldest outstanding interest, then the oldest outstanding taxes, then penalty

charges and then current years taxes due, or alternatively is authorized to refuse acceptance of any such part payment.

7. **THAT** from time to time, there may be charges, fees, costs or other expenses added onto the tax roll, as set forth in the *Assessment Act* and *Municipal Act* and any other applicable *Acts* and the by-laws in force in this municipality. Such charges, fees, costs or other expenses shall be deemed to be taxes, collected as taxes, or collected in the same manner as municipal taxes, or dealt with in such fashion as may be specifically authorized by the applicable statute.
8. **THAT** the Treasurer or delegate is hereby authorized and directed to serve personally or to mail or cause to be mailed notices of the taxes hereby levied to the person or persons taxes at the person's residence or place of business or upon the premises in respect of which the taxes are payable by such persona, or the ratepayer's mortgage company or third party designated by the property owner.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED this 24th day of January, 2017.

Reeve

Clerk Administrator

Final
Tax Rates

Schedule "A" to By-law 2017-002

Property Class	CVA	Township & Policing		County		Education		Total Levy	Final Tax Rates
		Tax Rate	Levy	Tax Rate	Levy	Tax Rate	Levy		
Residential	982,625,324	0.0014085	\$ 1,394,008.12	0.0018650	\$ 1,832,600.51	0.0009400	\$ 923,674.52	\$ 4,140,283.15	0.00474184
Payment-In-lieu - General	1,435,625	0.0014085	\$ 2,022.05	0.0018650	\$ 2,677.44	0.0000000	\$ -	\$ 4,699.49	
Payment-In-lieu - Full	36,000	0.0014085	\$ 50.71	0.0018650	\$ 67.14	0.0000000	\$ 33.84	\$ 151.69	
Payment-In-lieu - Full	2,104,825	0.0014085	\$ 2,964.80	0.0018650	\$ 3,925.50	0.0009400	\$ 1,978.54	\$ 8,868.64	
Police		0.0005284	\$ 521,059.86	0.0000000	\$ -	0.0000000	\$ -	\$ 521,059.86	0.00094000
Residential Taxable: Edu Only	291,000	0.0000000	\$ -	0.0000000	\$ -	0.0009400	\$ 273.54	\$ 273.54	0.00097885
Multi-Residential	982,975	0.0032375	\$ 3,182.40	0.0042669	\$ 4,213.88	0.0009400	\$ 924.00	\$ 8,320.27	
Police		0.0012145	\$ 1,193.79	0.0000000	\$ -	0.0000000	\$ -	\$ 1,193.79	
Commercial:		0.0000000	\$ -	0.0000000	\$ -	0.0000000	\$ -	\$ -	0.01291499
Payment-In-lieu - Full	440,100	0.0024031	\$ 1,057.62	0.0031820	\$ 1,400.42	0.0064283	\$ 2,829.11	\$ 5,287.15	0.00648686
Payment-In-lieu - General	5,900	0.0024031	\$ 16.58	0.0031820	\$ 21.96	0.0000000	\$ -	\$ 38.54	0.01291499
Occupied		0.0024031	\$ 48,429.89	0.0031820	\$ 64,126.85	0.0064283	\$ 129,548.40	\$ 242,104.94	
Police	20,152,715	0.0009015	\$ 18,570.13	0.0000000	\$ -	0.0000000	\$ -	\$ 18,570.13	0.01238666
New Construction	2,925,066	0.0024031	\$ 7,029.33	0.0031820	\$ 9,307.69	0.0059000	\$ 17,257.89	\$ 33,594.91	
Police		0.0009015	\$ 2,636.87	0.0000000	\$ -	0.0000000	\$ -	\$ 2,636.87	0.01705413
New Construction Excess	27,425	0.0016820	\$ 46.13	0.0022274	\$ 61.09	0.0041300	\$ 113.27	\$ 220.48	
Police		0.000147	\$ 24.73	0.0000000	\$ -	0.0000000	\$ -	\$ 24.73	0.00454047
Payment-In-lieu - Vacant	32,250	0.0016820	\$ 54.24	0.0022274	\$ 71.83	0.0000000	\$ -	\$ 126.08	
Police		0.0006310	\$ 20.35	0.0000000	\$ -	0.0000000	\$ -	\$ 20.35	0.00804030
Commercial Excess/Vacant	1,304,800	0.0016820	\$ 2,194.87	0.0022274	\$ 2,906.35	0.0044998	\$ 5,871.38	\$ 10,972.41	
Police		0.0006310	\$ 823.37	0.0000000	\$ -	0.0000000	\$ -	\$ 823.37	
Industrial:		0.0000000	\$ -	0.0000000	\$ -	0.0000000	\$ -	\$ -	0.01742013
Industrial Occupied	1,502,704	0.0036752	\$ 5,522.66	0.0048663	\$ 7,312.68	0.0075000	\$ 11,270.28	\$ 24,105.62	
Police		0.0013786	\$ 2,071.58	0.0000000	\$ -	0.0000000	\$ -	\$ 2,071.58	0.00992013
Industrial Hydro-Pay In Lieu	125,476	0.0036752	\$ 461.14	0.0048663	\$ 610.60	0.0075000	\$ 941.06	\$ 2,012.81	0.01582013
New Construction Industrial	1,824,974	0.0036752	\$ 6,707.05	0.0048663	\$ 8,880.95	0.0059000	\$ 10,767.35	\$ 26,356.35	
Police		0.0013786	\$ 2,688.96	0.0000000	\$ -	0.0000000	\$ -	\$ 2,688.96	0.00807047
New Const. Industrial Excess	234,826	0.0016820	\$ 384.98	0.0022274	\$ 523.06	0.0041300	\$ 969.83	\$ 1,887.87	
Police		0.0006310	\$ 148.18	0.0000000	\$ -	0.0041300	\$ 148.18	\$ 148.18	0.01132424
Industrial Vacant	24,125	0.0023900	\$ 57.66	0.0031631	\$ 76.31	0.0048750	\$ 117.61	\$ 251.58	
Police		0.0008961	\$ 21.62	0.0000000	\$ -	0.0000000	\$ -	\$ 21.62	0.01291498
Landfill	370,525	0.0024031	\$ 880.42	0.0031820	\$ 1,179.03	0.0064283	\$ 2,381.86	\$ 4,451.30	
Police		0.0009015	\$ 337.36	0.0000000	\$ -	0.0064283	\$ 2,381.86	\$ 337.36	0.01529928
Pipeline	2,433,750	0.0028894	\$ 7,032.14	0.0038260	\$ 9,311.42	0.0075000	\$ 18,253.13	\$ 34,596.68	
Police		0.0010639	\$ 2,637.93	0.0000000	\$ -	0.0000000	\$ -	\$ 2,637.93	0.00118546
Farmlands	46,852,950	0.0003521	\$ 16,497.97	0.0004663	\$ 21,845.19	0.0002350	\$ 11,010.44	\$ 49,353.60	
Police		0.0001321	\$ 6,168.81	0.0000000	\$ -	0.0000000	\$ -	\$ 6,168.81	0.00118546
Managed Forests	949,275	0.0003521	\$ 334.26	0.0004663	\$ 442.60	0.0002350	\$ 223.08	\$ 999.94	
Police		0.0001321	\$ 125.39	0.0000000	\$ -	0.0000000	\$ -	\$ 125.39	
Total Taxable Asses with RDU	1,066,683,609		\$ 1,488,954.42		\$ 1,971,582.49		\$ 1,138,439.12	\$ 5,157,505.07	
Exempt	15,323,325		\$ 558,549.04						
MPAC - total assessment	1,082,006,934								

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NUMBER 2017-003

A BY-LAW OF THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$1,000,000.00 TOWARDS THE COST OF THE COUTTS BAY ROAD AND DRUMMOND CONCESSION 7

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The Township of Drummond/North Elmsley (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works", as the case may be), and authorizing the entering into of a Financing Agreement dated effective as of December 12, 2016 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$1,000,000.00 dated February 15, 2017 and maturing on February 15, 2022, and payable in semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The Township of Drummond/North Elmsley ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$1,000,000.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Reeve and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$1,000,000.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Reeve and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$1,000,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated February 15, 2017, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 1.99% per annum and mature during a period of 5 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by February 15, 2022 and be payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "Toronto Business Day") and if

any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.

7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the

Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Reeve and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Reeve and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and

interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Reeve and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 24th day of January, 2017

By-law read a third time and finally passed this 24th day of January, 2017

Aubrey Churchill
Reeve

Cindy Halcrow
Clerk

The Corporation of The Township of Drummond/North Elmsley

Schedule "A" to By-law Number 2017-003

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2016-047	Coutts Bay Road and Drummond Concession 7	\$1,000,000.00	\$1,000,000.00	1,000,000.00	5 years

The Corporation of The Township of Drummond/North Elmsley

Schedule "B" to By-law Number 2017-003

No. 2017-003

\$1,000,000.00

C A N A D A

Province of Ontario

The Corporation of The Township of Drummond/North Elmsley

FULLY REGISTERED INTEREST RATE 1.99% AMORTIZING DEBENTURE

The Corporation of The Township of Drummond/North Elmsley (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (February 15, 2022), the principal amount of

ONE MILLION DOLLARS

----- (\$1,000,000.00) -----

by equal semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 1.99 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The Township of Drummond/North Elmsley as at the 15th day of February, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-003 of the Municipality duly passed on the 24th day of January, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Reeve and by the Treasurer thereof.

Date of Registration: February 15, 2017

Aubrey Churchill, Reeve

(Seal) _____

Linda Van Alstine, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$1,000,000.00 dated February 15, 2017 and maturing on February 15, 2022 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of August and on the fifteenth day of February in each of the years 2017 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

February 15, 2017

Anderson Foss

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the "Debentures" and individually a "Debenture") are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on August 15, 2017 and ending on February 15, 2022 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated,

defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELSLEY

Schedule "C" to By-law Number 2017-003

LOAN AMORTIZATION SCHEDULE

Loan.....: 1706
 Name.....: The Corporation of The Town of Drummond/North Elmsley
 Principal: 1,000,000.00
 Rate.....: 01.9900
 Term.....: 60
 Paid.....: Semi-annual
 Matures...: 02/15/2022

Pay # Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1 08/15/2017	105,553.76	95,603.76	9,950.00	904,396.24
2 02/15/2018	105,553.76	96,555.02	8,998.74	807,841.22
3 08/15/2018	105,553.76	97,515.74	8,038.02	710,325.48
4 02/15/2019	105,553.76	98,486.02	7,067.74	611,839.46
5 08/15/2019	105,553.76	99,465.96	6,087.80	512,373.50
6 02/15/2020	105,553.76	100,455.64	5,098.12	411,917.86
7 08/15/2020	105,553.76	101,455.18	4,098.58	310,462.68
8 02/15/2021	105,553.76	102,464.66	3,089.10	207,998.02
9 08/15/2021	105,553.76	103,484.18	2,069.58	104,513.84
10 02/15/2022	105,553.75	104,513.84	1,039.91	0.00
	1,055,537.59	1,000,000.00	55,537.59	

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-004

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on January 24, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 24th day of January 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELSLEY

#3 Council Meeting, February 7, 2017 at 5:00 p.m.

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NO. 2017-005

Being a By-law to adopt Amendment No. 8 to the Official Plan (Source Water Protection)

WHEREAS the Council of the Corporation of the Township of Drummond/North Elmsley held a public meeting on December 13th and fulfilled all other legislative requirements respecting a proposed amendment to the Township's Official Plan;

AND WHEREAS the Council has determined that said policy and mapping changes are appropriate and desirable for the development of lands within the municipality;

NOW THEREFORE The Council of the Township of Drummond/North Elmsley, pursuant to Section 17 of the *Planning Act*, hereby enacts as follows:

1. Amendment No. 8 to the Official Plan of the Township of Drummond/North Elmsley, consisting of the attached schedule and explanatory text, is hereby adopted.
2. The Clerk is hereby authorized to notify persons or agencies requiring such notification under Section 17(23) of the Planning Act and to notify and make application to the County of Lanark for approval of Amendment No. 8 to the Official Plan of the Township of Drummond/North Elmsley.
3. This By-Law shall come into force and take effect on the day of the final passing thereof.

This By-Law read a first, second and third time and finally passed the 7th day of February, 2017.

Aubrey Churchill
Reeve

Cindy Halcrow
Clerk Administrator

**AMENDMENT NO. 8 TO THE OFFICIAL PLAN
OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY- EXPLANATORY**

PART A - THE PREAMBLE contains an explanation of the purpose and basis for the amendment, as well as a description of the lands that are affected, but does not constitute part of this amendment.

PART B - THE AMENDMENT consisting of the following amended schedule and the adoption of new Text and Policies for Source Water Protection Planning constitutes Amendment No. XYZ to the Official Plan of the Township of Drummond/North Elmsley.

PART C - THE APPENDICES attached hereto do not constitute a part of this amendment. These appendices include the public involvement associated with this amendment.

PART A - THE PREAMBLE

PURPOSE

The *Clean Water Act*, 2006 was created by the Ontario government to implement the recommendations in Justice O'Connor's *"Report of the Walkerton Inquiry"* 2002. The Report of the Walkerton Inquiry highlighted the need for a watershed based, multi-barrier approach to prevent overuse and contamination of drinking water. Land use planning is one tool among many with which to implement the goals of source water protection.

Under the *Clean Water Act*, 2006, every Source Protection Region was responsible for the preparation and implementation of a Source Protection Plan. The process was coordinated locally by Source Protection Authorities (i.e. Conservation Authorities in their legislated role under the *Clean Water Act*) with oversight provided by a multi-stakeholder Source Protection Committee.

The Source Protection Plans describe the actions and measures that must be taken by various agencies, including municipalities, to protect surface and groundwater sources that supply municipal drinking water. The Mississippi-Rideau Source Protection Plan (MRSP), which applies to the Township, and beyond, received approval by the Ministry of the Environment and Climate Change in 2014 and came into effect on January 1, 2015.

The MRSP sets out vulnerable areas near drinking water sources and the policies to protect these areas. The key areas of interest for the Township are the intake for the water treatment plants for the Town of Perth and the Town of Smiths Falls, called the Intake Protection Zone (IPZ). Within the IPZ, the Township is responsible for implementing some legally binding policies described in the MRSP. The other designated vulnerable areas within the Township are the Highly Vulnerable Aquifer (HVA) and the Significant Groundwater Recharge Areas (SGRA) which have no associated legally binding policies.

In addition to Source Protection Plan requirements, Section 2.2 of the 2014 Provincial Policy Statement has been modified from the 2005 version and now states:

- "2.2.1 Planning authorities shall protect, improve or restore the quality and quantity of water by:*
- e) implementing necessary restrictions on development and site alteration to:*
 - 1. protect all municipal drinking water supplies and designated vulnerable areas; and*
 - 2. protect, improve or restore vulnerable surface and ground water, sensitive surface water features and sensitive ground water features, and their hydrologic functions;*
 - f) planning for efficient and sustainable use of water resources, through practices for water conservation and sustaining water quality;"*

The Township's current Official Plan refers to source water protection policies in Section 6.12 of the Plan. There are no specific policies associated with development in protected areas. There is no mapping at this time. This amendment will introduce changes to existing policies where development may occur within the identified areas and are intended to conform with Source Protection Plan requirements and be consistent with the Provincial Policy Statement, 2014.

Source Water Protection is a significant issue and early stakeholder engagement and consultation was an important component to prepare the public and stakeholders for the implementation of these policy changes. The County adopted its Official Plan amendment in March 2015 to implement the MRSSP, and it includes provisions to continue to build awareness, and understanding, of the issues and considerations. These policies have been designed to implement the approved Source Protection Plan during the subdivision and consent processes. The amendment to the Township's Plan provides direction for development that occurs within the Township. The purpose of this amendment is to implement the MRSP and ensure that through the tools available to it, the Township's planning and building decisions protect the health of the local source water.

The Risk Management Official (RMO) is responsible for implementing policies in accordance with Part IV of the Clean Water Act. The Township is responsible for policies where Planning Act decisions must conform or policies that require action under the Municipal Act as well as policies that are applicable law under the Building Code Act.

The proposed Official Plan Amendment policies provide for a screening process and sets out requirements for a *complete* application which will enable township staff and/or the RMO to avoid or manage potential drinking water threats associated with potential uses or development applications in the affected areas.

The mapping is based on the approved Source Protection Plan and the lands which are included within this amendment are identified by the Plan as the Intake Protection Zone (IPZ) with a score of 8. These lands are primarily developed as residential properties or are affected by development constraints such as Wetlands and Floodplains. The lands that are used for solely residential purposes will not be affected by these new policies. Other land uses such as industrial or activities such as the keeping of livestock will require specific review prior to them being allowed to proceed. If the lands are already zoned, this will be done at the permit/site plan stage. If there is a proposal through a zoning application or the creation of a new lot, the review will be done at that stage. The new policies will also establish how the RMO will review development applications that require planning approvals.

A second part of the MRSSP process was to identify significant groundwater recharge areas and Highly Vulnerable Aquifers (HVA). The MRSSP, Schedules "L" and "M", identify lands within the Township as Highly Vulnerable Aquifers and Significant Groundwater Recharge Areas (SGRA). Schedule "L" identifies virtually the entire Township as having Highly Vulnerable Aquifers, save and except a small area around Balderson. There are far less lands identified as being Significant Groundwater Recharges Areas on Schedule "M". The MRSSP does not set out any legally binding policies for the HVA or SGRA, however measures to protect groundwater are encouraged. The Township currently requires the submission of a hydrogeological study to support certain development applications. When such studies are required, the HVA and/or SGRA should be considered when determining the scope of the hydrogeological study to ensure the goals of the MRSP are met. There is no intent to map these in the Official Plan as the mapping is already provided in the MRSP.

LOCATION

Item 1: The proposed amendment provides new policies for Section 3 of the Official Plan to identify Source Protection Plan requirements for the IPZ for the two Towns and to

introduce the other legally required policies. This will be done through the introduction of a new Section: "3.20 Source Protection Policies". Section 3 will also be amended to require consideration of HVA or SGRA features where hydrogeological studies are required to support a planning application.

Item 2: The proposed amendment provides for the deletion of Section 6.12 which set out the existing policy for Source Protection Plans and replacement with administrative policies outlining the Township's obligations to implement the Plan.

Item 3: Schedule "B" to the Official Plan is being amended to define the areas where Source Protection Policies for the IPZ will have to be reviewed as a part of a development application to determine if the policies apply. This is in the area of the intakes for the Water Treatment Plants for the Towns of Perth and Smiths Falls.

BASIS

There are two components, text and mapping, to the proposed Official Plan Amendment. The basis for the amendment is discussed below, as it relates to each of the two components.

The Official Plan has policies that deal with Implementation and Administration – Section 6. Source Protection Policy was identified in this section, noting that policies were forthcoming following the completion of the MRSP. This amendment is the next step and removes the existing text and establishes new administrative policies regarding implementation. The amendment also adds new planning policies to the existing General Provisions section- Section 3. These will include the legally binding requirements from the MRSSP and reference to the MRSSP for Highly Vulnerable Aquifers and Significant Groundwater Recharge Areas.

This Amendment to the Official Plan will also introduce amendments to Schedule "B" Constraints. A new constraint entitled "Source Water Protection Overlay" will identify areas where there are Intake Protection Zones for the Towns of Perth and Smiths Falls.

PART B - THE AMENDMENT

All of this part of the document entitled Part B - The Amendment, which consists of the following text and mapping changes (Schedule "A"), constitutes Amendment No. 8 to the Official Plan of the Township of Drummond/North Elmsley.

DETAILS OF THE AMENDMENT

The Official Plan of the Township of Drummond/North Elmsley is amended as follows:

1. Section 3.18.1 is hereby amended by inserting the following sentence, after the first sentence:

"The majority of residents and businesses in the township rely upon groundwater for drinking water. It is a policy of this Plan to monitor development located within areas which are known to be significant groundwater recharge areas and highly vulnerable aquifers."

2. Section 3.18.9 is hereby amended by inserting the following subsections, immediately following subsection "8".

"9. The design of new stormwater management facilities in the Intake Protection Zones identified on Schedule "B" shall minimize the risk of contaminating drinking water by encouraging grading and drainage designs that reduce ponding and direct the discharge of any stormwater run-off outside of vulnerable areas."

"10. The use of best management practices, such as low impact development will be encouraged for all development."

3. Section 3 is hereby amended by inserting the following subsection, immediately following 3.19:

3.20 SOURCE PROTECTION POLICIES

The Mississippi-Rideau Source Protection Plan (MRSSP) provides policy and direction on protecting sources of drinking water within the Mississippi and Rideau watersheds, covering an area of 8,500km² and affecting thirty-one (31) local municipalities. The MRSSP provides a series of legally and non-legally binding policies that are designed to give local municipalities the direction and tools required to mitigate drinking water threats. The Township of Drummond/North Elmsley recognizes the importance of these policies and is committed to implementing the legally binding policies of the MRSSP.

The MRSSP has identified the following vulnerable areas within the Township of Drummond/North Elmsley:

- ***Perth Intake Protection Zone (IPZ)** is an area upstream of the intake at the Perth water treatment plant on the Tay River where land use activities have the potential to affect the quality of water at the intake.*

- **Smiths Falls Intake Protection Zone (IPZ)** is an area upstream of the intake at the Smiths Falls water treatment plant on the Rideau River where land use activities have the potential to affect the quality of water at the intake.
- **Highly Vulnerable Aquifer (HVA)** is an aquifer that is vulnerable to surface contaminants due to thin or absent overlying soils or bedrock that is fractured. Most of the municipality is considered to be within a HVA.
- **Significant Groundwater Recharge Area (SGRA)** is an area where an aquifer is replenished through the infiltration of rainfall and snowmelt due to gravel deposits and other soil features.

The Township will use the following policies to guide land-use planning activities as they relate to source water protection:

- (1) *The Intake Protection Zones upstream of the water intake for the Towns of Perth and Smiths Falls are identified on Schedule "B" of this Plan. These identified areas shall be reflected as overlay constraints on Schedule "B" and represent areas where the Township is legally required to implement the MRSSP.*
- (2) *In the Intake Protection Zones, applications under the Planning Act and Building Code Act will require a clearance notice from the Risk Management Official. This is to ensure activities prohibited under Section 57 of the Clean Water Act and activities requiring a Risk Management Plan under Section 58 of the Clean Water Act (to reduce risks to drinking water sources) do not proceed until these requirements have been met and Council will uphold any prohibitions indicated in the MRSP. An application may proceed without a notice from the RMO if the applicant demonstrates to the satisfaction of the planning authority or the Chief Building Official that a designated drinking water threat activity will not be engaged in. A Source Water Protection Checklist can be used for this purpose.*
- (3) *When hydrogeological studies are required to support applications under the Planning Act or Building Code within HVAs or SGRAs, the HVA and/or SGRA should be considered when determining the scope of the hydrogeological study to ensure the goals of the MRSP are met. These are areas where non-legally binding policies apply to prevent adverse effect on groundwater.*
- (4) *Council shall establish policies in the Zoning By-law to implement the policies of this Plan and ensure the appropriate review of development in the Intake Protection Zones.*
- (5) *In considering site plan applications under Section 41 of the Planning Act, the Township will encourage the minimization of impervious surface area requiring the application of salt during winter, particularly in the Intake Protection Zones identified in Schedule "B".*
- (6) *As resources permit, Council may implement the non-legally binding policies described in the Source Protection Plan. These policies recommend the development of a Road Salt Management Plan and the promotion of Smart About Salt within the HVA, installing Drinking Water Protection Zone signs along roads and waterways within the IPZ, collaborating with the Source Protection Authority on an education program targeted at businesses that transport potential*

contaminants through the IPZ and updating the Emergency Response Plan with information about the IPZ.

4. Section 4.2.4 is hereby amended by inserting the following subsection, immediately after subsection "4":

5. During the consideration of any expansion to any Settlement Area Boundary, the Township shall ensure that significant groundwater recharge areas are protected from incompatible development.

5. Section 6.12 is hereby replaced by inserting the following new policies:

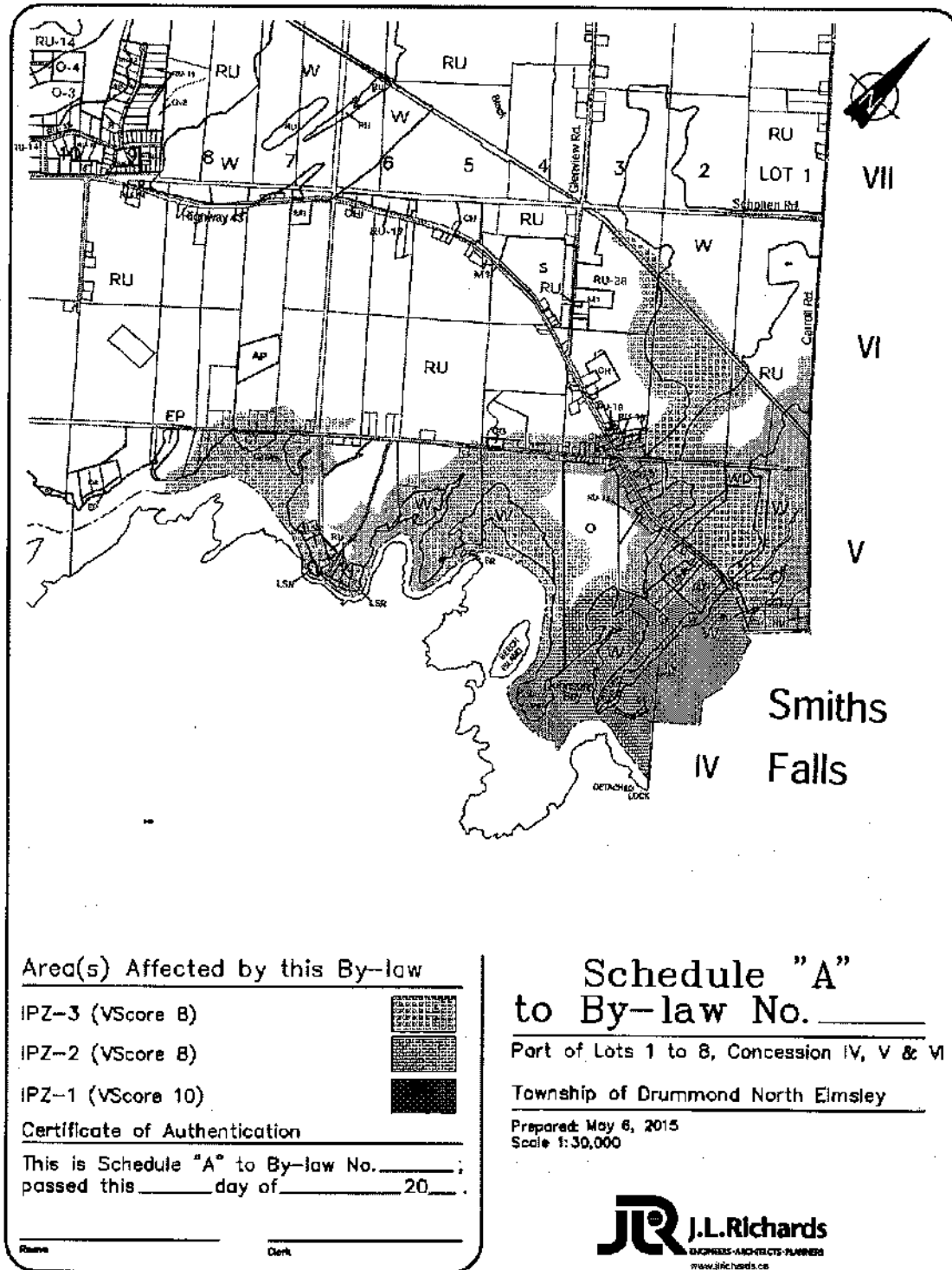
"6.12 SOURCE WATER PROTECTION"

In addition to the planning policies referenced in Section 3, this Plan supports the implementation of the Mississippi-Rideau Source Protection Plan as follows:

- (1) The Township shall appoint a Risk Management Official (RMO) or maintain an enforcement transfer agreement with another body which has an appointed Risk Management Official (such as the Conservation Authority or Health Unit). A RMO is required to enforce the Source Protection Plan policies that invoke Part IV of the Clean Water Act. These policies either prohibit activities under Section 57 or require a Risk Management Plan (to reduce risks to drinking water sources) under Section 58.*
 - (2) By January 1, 2016, the Township will establish an education program to raise awareness about drinking water sources and good stewardship practices to protect them. Once established, the education program shall be ongoing with materials disseminated periodically as deemed appropriate by the Township.*
 - (3) By February 1 of each year the Township shall provide the Source Protection Authority with a summary of implementation activities for the previous calendar year related to the legally binding policies, where the Township is responsible for implementation.*
 - (4) As may be needed, the Township will amend the policies of this Official Plan to reflect any changes to the MRSSP to remain in compliance. This being said, the Township will implement the legally binding policies of the MRSSP regardless of the policies contained within the Official Plan."*
6. Schedule "B" to the Official Plan is hereby amended in accordance with Schedules "A" and "B" to Official Plan Amendment 8 to identify the Intake Protection Zones for the Towns of Perth and Smiths Falls.

APPENDIX A

Amendments to Schedule "B" of the Official Plan to show Intake Protection Zones where mandatory source protection policies would apply:



Agenda Item #5.1

Area(s) Affected by this By-law

IPZ-3 (VScore B)

Certificate of Authentication

This is Schedule "A" to By-law No. _____,
 passed this _____ day of _____ 20____.

Reeve

Clerk

Schedule "A"

to By-law No. _____

Part of Lots 1 & 2, Concession III & IV
 Cavanagh Road
 Township of Drummond North Elmsley

Prepared: May 6, 2015
 Scale 1:30,000

J.L. Richards
ENGINEERS - ARCHITECTS - PLANNERS
 www.jrichards.ca

PART C- THE APPENDICES

The following appendices do not constitute a part of Amendment No. 8 to the Official Plan of the Township of Drummond/North Elmsley but are included as information supporting the document.

APPENDIX I Notice of Public Meeting

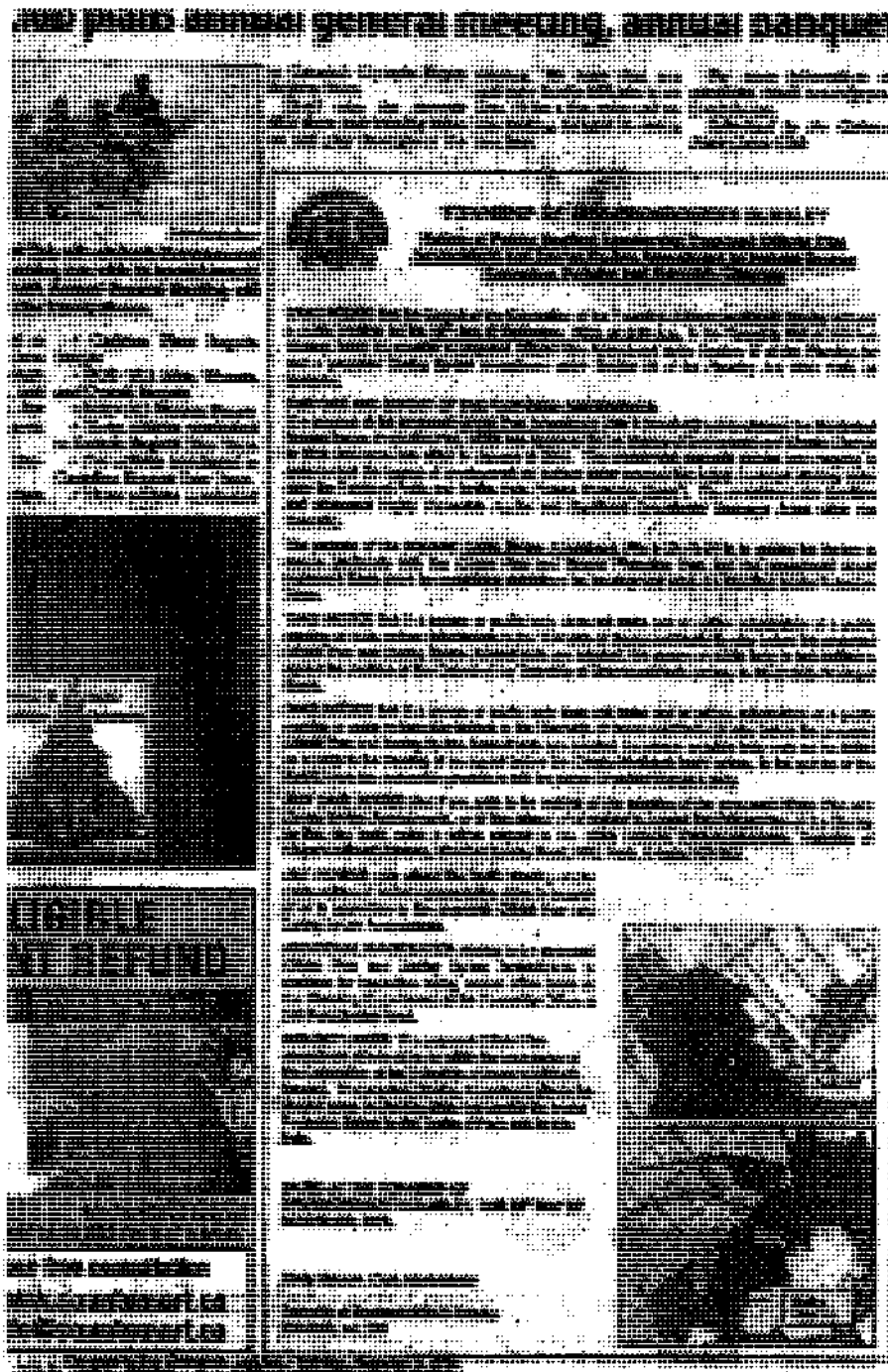
APPENDIX II Public Participation List

APPENDIX III Comments Received from Public Bodies or Agencies

APPENDIX I - Notice of Public Meeting

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

PUBLIC MEETING NOTICE



APPENDIX II - Public Participation List
Shirley Somerville, 3571 County Road 43

APPENDIX III - Comments Received from Public Bodies or Agencies



Karl Grenke, Planner
Township of Drummond/North Elmsley
310 Port Elmsley Road, RR #5
Parth ON K7H 3C7

December 13, 2016

Re: TOWNSHIP OF DRUMMOND / NORTH ELSLEY OFFICIAL PLAN AMENDMENT NO. 8
(SOURCE PROTECTION)

Dear Karl,

As requested, Source Protection Authority staff have completed a review of the above noted Official Plan Amendment (final draft received on December 13, 2016).

Section 40 and 42 of the *Clean Water Act* require municipal planning documents to conform to the Source Protection Plan. The Source Protection Plan specifies where Section 40 and 42 apply – this is indicated in the Mississippi-Rideau Source Protection Plan, Appendix A, List A (significant threat policies that affect decisions under the *Planning Act*). In addition Section 2.2.1(e) of the Provincial Policy Statement, 2014 (PPS) says planning authorities shall protect, improve or restore the quality and quantity of water by implementing necessary restrictions on development and site alteration to protect all municipal drinking water supplies and designated vulnerable areas.

The Official Plan Amendment appears to generally meet or exceed the minimum requirements for conformity.

Thank you for the opportunity to comment on this amendment. I can be reached at extension 1148 if you have any questions.

Sincerely,

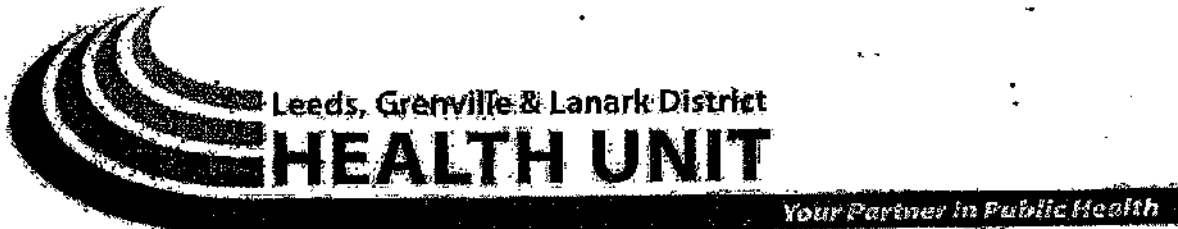
Allison Gibbons
Project Manager
Mississippi-Rideau Source Protection Region

cc: Martha Bradburn, Planner, RVCA

Box 599, 3889 Rideau Valley Drive
Manotick, ON K4M 1A5

Telephone 613-692-3571
1-800-267-3504

Fax 613-692-0831
www.mrsourcewater.ca



December 6, 2016

Township of Deerpark/North Elmsley
310 Port Elmsley Road RR#5
Perth ON K7H 3C7

Dear Mr. Brenke:

Re: Amendment and Zoning By-law Amendment to include Source Protection
Policies and Schedule Changes
Our file: 58362

Please be advised that our office has no objection to the proposed Official Plan
Amendment and Zoning By-law Amendment to include Source Protection Policies and
Schedule Changes.

If you have any questions, please do not hesitate to contact me.

Yours truly,

THE CORPORATION OF THE LEEDS, GRENVILLE
AND LANARK DISTRICT HEALTH UNIT

Lisa Chen,
Public Health Inspector
Telephone: 613-283-2740
Fax: 613-283-6017

LC:am

Health ACTION Line 1-800-660-5852 • www.healthunit.org • contact@healthunit.org

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-006

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on February 7, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 7th day of February 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#4 Council Meeting, February 21, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#3 Council Meeting of February 7, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff: Clerk-Administrator Cindy Halcrow

Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Regular Minutes of January 24, 2017

Moved By: Ray Scissons
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of January 24, 2017, as circulated.

**Carried
17-012**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of February 7, 2017 as circulated.

**Carried
17-013**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS: None

5.0 BY-LAWS

5.1 2017-005 Source Water Protection Official Plan Amendment

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT By-law #2017-005, being a By-law to adopt Amendment No. 8 to the Official Plan, and entitled "Source Water Protection Official Plan Amendment", be read a first, second and third time and finally passed in open Council.

Carried
17-014

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT By-law #2017-006 being a By-law to confirm the proceedings of Council at its meeting of February 7, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-015

11.0 ADJOURNMENT

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:03 p.m.

Carried
17-016

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #1 CoW-February 7, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 Drummond Garage Furnace Replacement

- “B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley** accepts the tendered price from McNamee-Kilpatrick Plumbing and Heating of \$18,507.00 (plus taxes) to supply and install low infrared propane tube heaters at the Drummond works garage; and

FUTHERMORE THAT Council approves the Facilities Reserves as the funding source to pay for the low infrared propane tube heaters.

“A” 2. Used Landfill Compactor

- “B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** grants permission to the Manager of Public Works to negotiate the purchase of a Used 2004 Cat 826G Landfill Compactor from Marcel Equipment Ltd. with an upset limit of \$365,000 (plus tax) and;

FURTHERMORE THAT Council approves to waive the current purchasing practices within the Township’s Procurement Policy to acquire a used 2004 CAT 826G Landfill Compactor from Marcel Equipment Ltd. and

FURTHERMORE THAT Council approves the Environmental Services, “*Waste Disposal Site Reserve*” be the funding source to pay for the used 2004 CAT 826G Landfill Compactor, and;

FURTHERMORE THAT Council approves the sale of the 1992 Dynapac Landfill Compactor through the GovDeals auction website.

“A” 3. 2016 Year End Surplus & Reserve Activity

- “B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** approves the following transfers to reserves as a result of the 2016 year end surplus in the amount of \$179,557:

1. Working Funds	\$ 53,737
2. Police Reserve	\$ 16,296
3. Facilities Reserve	\$ 20,000
4. Waste Disposal Site Reserve	\$ 26,800
5. Roads-Vehicle & Equipment Reserve	\$ 23,724
6. Bridge Reserve	\$ 39,000
<u>Total</u>	<u>\$ 179,557</u>

“A” 4. Canada Day Funding

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes staff to proceed with the Canada Day 150 celebrations; and

FURTHERMORE THAT the budget overages be paid from the 2016 budget surplus that will be allocated to the Working Capital Fund.

All of which is respectfully submitted by:

Councillor George Sachs

**Direction by the Head of council:
Council may remove items in Section “B” to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #1 CoW-February 7, 2017 is hereby adopted this 21st day of February, 2017.

AUBREY CHURCHILL, REEVE

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-007

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on February 21, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 21st day of February 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#5 Special Council Meeting, February 28, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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1.0 APPROVAL OF AGENDA	
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**Aggregate Resources Act
Form 2 - Notice of Public Information Session**

Tackaberry Sand and Stone
109 Washburn Road, P.O. Box 70
Athens Ontario K0E 1B0

Hereby, give notice that a Public Information Session will be held on:

March 21st, 2017 from 4:00 pm to 8:00 pm at the
Civitan Club of Perth
6787 Lanark County Rd 43, Perth, ON K0G 1B0

The purpose of the Information Session is to present, to the public, the details of an application for a Category 2, Class 'A' Licence which is an extensions to the existing Perth Quarry, the annual tonnage applied for are 400,000 tonnes per year from the extension area known as Perth East (#626156) to be operated as one site with the existing Perth Quarry and extension area Perth West (#626155).

The location of the quarry extension is:
Perth East (#626156)
Part lot 10, Concession 4
Geographic Township: Drummond
Local Municipality: Drummond-North Elmsley
County: Lanark County

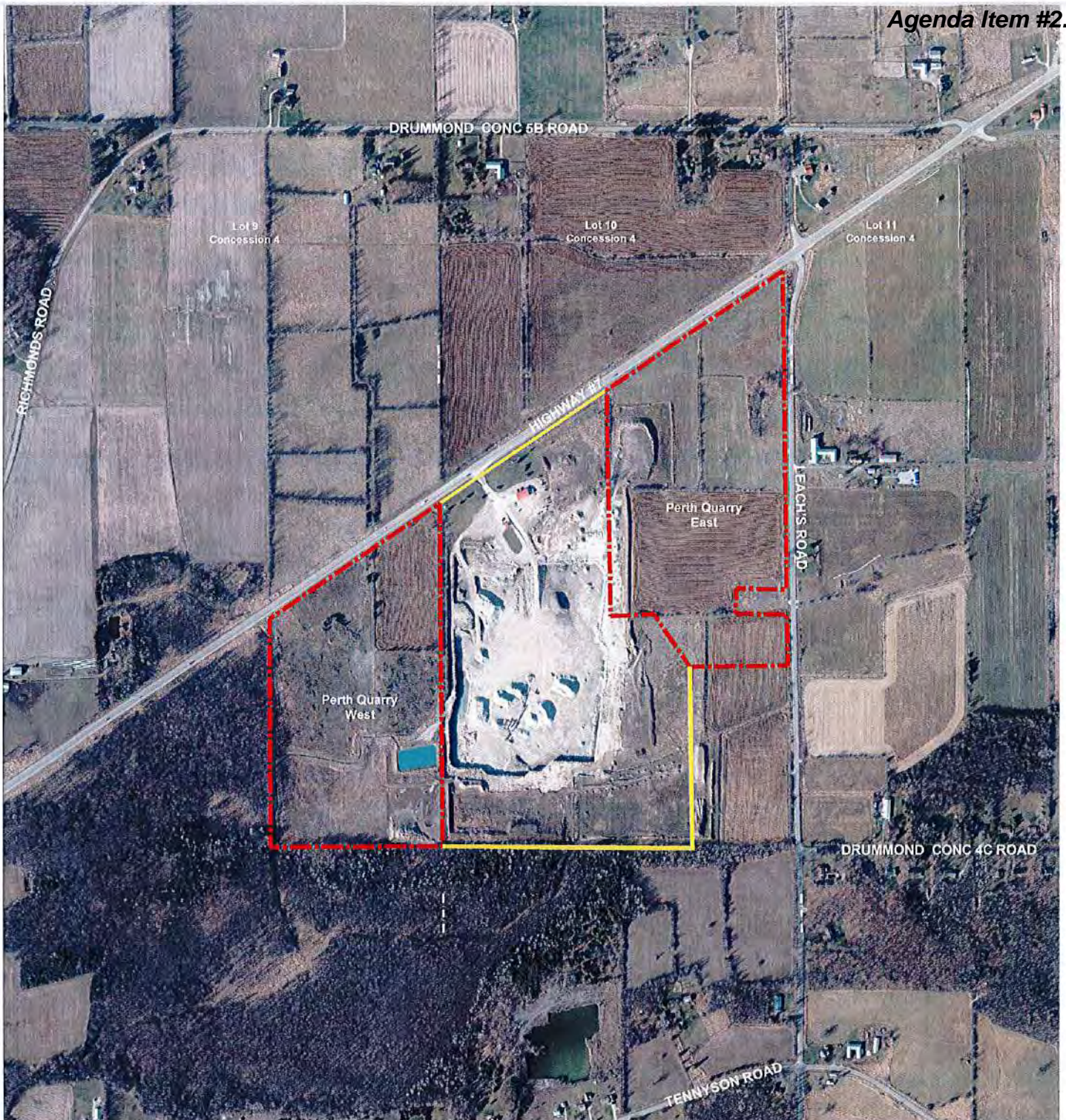


Figure 1
Land Use Map

LEGEND



Proposed Perth Quarry
Extension Lands



Existing Perth Quarry (Licence #4314)

DATE: August 17, 2016

FILE: 9919T

SCALE: 1:10,000

DRAWN: DGS



Tackaberry Sand and Stone Ltd.
Part of Lot 9 and 10, Concession 4
(former geographic Township of Drummond)
Township of Drummond-North Elmsley

Sources:

Air Photo: from Golder Associates (flown November 4, 2013)
Map Data: from Golder Associates

K:\9919T-TACKABERRY-PERTH QUARRY EXTENSION\PTLAND USE MAP.DWG

MHBC PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE
200-540 BRIGEMANS CENTRE DR. KITCHENER, ON, N2B 3X9
P: 519.576.3650 F: 519.576.0121 | WWW.MHBCPLAN.COM

**Township of Drummond/North Elmsley
Committee of the Whole**



Report By Clerk Administrator
Date February 28, 2017
Report Title Local Improvements Funding
Ebbs Bay Drive/Dunlop Crescent Resurfacing
REPORT # CA-2017-04

1. Staff Recommendation: Resolution ☒ **Direction** ☐ **Information** ☒

2. STAFF RECOMMENDATION:

THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the Township funding of the Ebbs Bay Drive/Dunlop Crescent Resurfacing Local Improvement project for a ten-year period at 2.53% interest.

3. PURPOSE:

The purpose of this report is to get Council approval for the funding arrangement of the local improvements on private lands.

4. BACKGROUND:

The Township gave support and approval for a local improvement project requested by the Ebbs Bay Property Owners' Association (EBPOA) to resurface Ebbs Bay Drive and Dunlop Crescent. Local Improvement By-law 2016-032 authorizing this project was passed on August 9, 2016.

5. DISCUSSION:

The Road Works cost \$116,484.09 of which EBPOA has already paid \$12,892.38, leaving a balance of \$103,591.71. Each consenting owner is responsible for 1/56th share of the costs while EBPOA is responsible for 4/56th shares as 4 property owners did not consent to be part of this project. The Association will pay this amount and bill the property owners separately as part of the annual road maintenance invoice.

The owners will be given until April 30th to pay \$1,849.85 in full or that amount will be added to the annual property taxes with interest to be paid over ten years. The interest rate of 2.53% that staff is recommending to be applied for the local improvement was the same interest rate charged by Infrastructure Ontario over a ten-year period when the Road Works were completed last fall. Their calculations and the pre-payment of \$12,892.38 were done in order to keep the

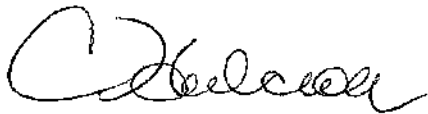
annual road maintenance costs and loan repayment amount affordable for the property owners. The Township should be getting some sort of financial compensation for the use of its money that it would otherwise get its own investment income on.

FINANCIAL IMPLICATIONS: The exact amount of money to be funded is unknown at this time because the property owners will have until April 30 to pay the amount in full or be subject to interest charges. Because this is funded by the Township, the owners can pay the balance at any time without incurring additional interest payments. A special charges by-law will be passed in May 2017 that will add the local improvement charges to the properties of those who do not pay in full.

6. ATTACHMENTS –

Statement of the Cost of Local Improvements
By-law 2016-032

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Halcrow', written in a cursive style.

Cindy Halcrow,
Clerk Administrator

STATEMENT OF THE COST OF LOCAL IMPROVEMENTS

EBBS BAY DRIVE AND DUNLOP CRESCENT

The following is a statement of the costs for the reconstruction of Ebbs Bay Drive and Dunlop Crescent.

Expenses:

Legal fees (preparation and consultation for the local improvements agreement)	2,458.52	
Road Reconstruction Costs	<u>\$114,025.57</u>	\$116,484.09

Revenues:

Repayment of portion of legal fees	\$2,392.38	
EBPOA lump sum payment	<u>\$10,500.00</u>	<u>-\$12,892.38</u>

Amount to be Repaid		\$103,591.71
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Calculation of Individual Cost

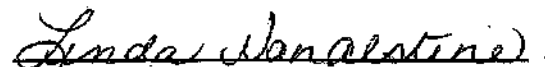
1/56 th Share		\$1,849.85
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Borrowing Costs

Interest rate of 2.53% for ten years	\$14,306.71	
1/56 th share		<u>\$255.48</u> \$2,105.33

Annual Repayment Amount (for ten years 2017-2026)		\$210.53
--	--	----------

I, Linda Van Alstine, certify these costs to be true and complete for the reconstruction of Ebbs Bay Drive and Dunlop Crescent


 Linda Van Alstine
 Treasurer

February 8, 2017



Amortizing Debenture Schedule

INFRASTRUCTURE
ONTARIO

Organization Name Township of Drummond/North Elmsley
Principal Amount \$103,591.71
Annual Interest Rate 2.5300%
Loan Term (Year) 10
Debenture Date (m/d/yyyy) 1/3/2017
Maturity Date (m/d/yyyy) 1/4/2027
Payment Frequency Semi Annual
Loan Type Amortizing

Payment Date	Total Payment	Principal Amount	Interest Amount	Principal Balance
7/4/2017	\$5,894.92	\$4,584.48	\$1,310.44	\$99,007.23
1/2/2018	\$5,894.92	\$4,642.43	\$1,252.49	\$94,364.75
7/3/2018	\$5,894.92	\$4,701.21	\$1,193.71	\$89,663.54
1/2/2019	\$5,894.92	\$4,760.88	\$1,134.21	\$84,902.66
7/2/2019	\$5,894.92	\$4,820.90	\$1,074.02	\$80,081.86
1/2/2020	\$5,894.92	\$4,881.89	\$1,013.04	\$75,200.03
7/2/2020	\$5,894.92	\$4,943.64	\$951.28	\$70,256.44
1/2/2021	\$5,894.92	\$5,006.18	\$888.74	\$65,250.26
7/2/2021	\$5,894.92	\$5,069.50	\$825.42	\$60,180.76
1/1/2022	\$5,894.92	\$5,133.63	\$761.29	\$55,047.13
7/1/2022	\$5,894.92	\$5,198.57	\$696.35	\$49,848.66
1/1/2023	\$5,894.92	\$5,264.34	\$630.58	\$44,584.32
7/1/2023	\$5,894.92	\$5,330.93	\$563.99	\$39,253.29
1/2/2024	\$5,894.92	\$5,398.37	\$495.55	\$33,854.92
7/2/2024	\$5,894.92	\$5,466.66	\$426.26	\$28,388.26
1/2/2025	\$5,894.92	\$5,535.81	\$355.11	\$22,852.45
7/2/2025	\$5,894.92	\$5,605.84	\$289.08	\$17,246.61
1/2/2026	\$5,894.92	\$5,676.76	\$218.17	\$11,569.85
7/2/2026	\$5,894.92	\$5,748.56	\$148.36	\$5,821.30
1/4/2027	\$5,894.92	\$5,821.30	\$73.64	\$0.00
Total	\$117,888.42	\$103,591.71	\$14,308.71	

Printed on: 02/24/2017 11:35:07

Page 1 of 2

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2016-032

**LOCAL IMPROVEMENTS BY-LAW
EBB'S BAY DRIVE AND DUNLOP CRESCENT**

**BEING A BY-LAW TO AUTHORIZE THE UNDERTAKING OF ROAD
RECONSTRUCTION WORKS ON PRIVATE PROPERTY**

Whereas Part III of *Ontario Regulation 586/06 Local Improvement Charges - Priority Lien Status*, under the *Municipal Act, 2001*, hereinafter referred to as "the Regulation"; authorizes Council to pass a by-law to undertake works on private residential property as local improvements for the purpose of raising all or part of the cost of the work by imposing special charges on lots upon which abut all or some part of the local improvement is or will be located;

AND WHEREAS the consenting owners of properties abutting Ebb's Bay Drive and Dunlop Crescent have entered into an road works agreement for the reconstruction Ebb's Bay Drive and Dunlop Crescent (the Road Works) with the Township and the Ebb's Bay Property Owners Association, and consenting property owners;

AND WHEREAS notice of the Municipality's intention to pass a by-law to undertake the Works as a local improvement at the regular meeting of Council to be held August 9, 2016 was given to the public on July 21, 2016 and to the liable property owners on July 25, 2016, in accordance with section 6 of the Regulation;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows;

1. **THAT** the Corporation of the Township of Drummond/North Elmsley, the Ebb's Bay Property Owners Association and consenting Property Owners shall undertake the Road Works as a local improvement for the purpose of raising part of the cost of the Road Works by imposing special charges on lots abutting on the Roads Works and/or immediately benefiting from the works in accordance with the provisions set out in the Regulation;
2. **THAT** the cost of the Road Works is estimated to be \$115,000.00;
3. **THAT** the consenting Property Owners' share of the estimated cost shall be \$2,100.00 being an equal share (1/56th) of the cost of the Road Works.
4. **THAT** the Ebbs Bay Property Owners' Association will be charged a 1/56th share of each Property Owner not consenting to be part of the Road Works Local

Improvements Agreement.

5. THAT this by-law shall come into effect upon the passing thereof.

BY-LAW read a first, second and third time and finally passed on the 9th day of August, 2016.

Aubrey Churchill, Reeve

Cathy Ryder, Deputy Clerk

RESOLUTION OF COUNCIL

TOWNSHIP OF DRUMMOND\NORTH ELMSLEY

February 28, 2017

Number: 17-_____

Moved By: _____

Seconded By: _____

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the Township funding of the Ebbs Bay Drive/Dunlop Crescent Resurfacing Local Improvement project for a ten-year period (2017-2026) at 2.53% interest.

CARRIED

**THE CORPORATION OF THE TOWNSHIP OF
DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2016-008

**ONTARIO COMMUNITY INFRASTRUCTURE FUND –
APPLICATION-BASED COMPONENT PARTNERSHIP AGREEMENT**

BEING a By-law to authorize the execution of a partnership agreement with The Corporation of Tay Valley Township and the Township of Drummond/North Elmsley for funding under the Application-Based Component of the Ontario Community Infrastructure Fund;

WHEREAS pursuant to section 9 of the Municipal Act, 2001 as amended 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

AND WHEREAS pursuant to section 5 of the said Act the powers of a municipality shall be exercised by its council and further 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

AND WHEREAS it is deemed appropriate to enter into a partnership agreement to acquire funding under the Application-Based Component of the Ontario Community Infrastructure Fund;

AND WHEREAS the Minister of Agriculture, Food and Rural Affairs has allocated funds for the Township subject to the signing of an Agreement stipulating the terms and conditions of the said program.

NOW THEREFORE the Council of the Corporation of Township of the Drummond/North Elmsley enacts as follows:

1. The Reeve and Clerk are hereby authorized to execute a partnership agreement with the Corporation of Tay Valley Township for funding under the Application-Based Component of the Ontario Community Infrastructure Fund;
2. A copy of such agreement is attached hereto as Schedule "A".
3. Schedule "A" shall form an integral part of this by-law as if the words contained therein were printed as part of this document.
4. The provisions of this by-law shall come into force and take effect on the as of the date of the signing of the said agreement.

Read a first and second time this 28th day of February, 2017.

Read a third time and passed this 28th day of February, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT
PARTNERSHIP AGREEMENT**

BETWEEN:

**THE CORPORATION OF TAY VALLEY TOWNSHIP
(the “Applicant”)**

– and –

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND NORTH ELMSEY
(the “Partner”)**

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those most in need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Applicant applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Applicant in carrying out the Project;

AND WHEREAS the Applicant indicated in its application to the Application-Based Component of the Ontario Community Infrastructure Fund that it was going to carry out the Project with the Partner;

AND WHEREAS the Applicant is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake the Project;

AND WHEREAS Ontario approved the Applicant for funding to undertake the Project under the Application-Based Component of the Ontario Community Infrastructure Fund;

AND WHEREAS the Funding Agreement requires the Applicant to have a Partnership Agreement in place that sets out the relationship between the Applicant and its Partner;

AND WHEREAS the Partner has reviewed and accepts the terms and conditions set out in the Funding Agreement and acknowledges and agrees that it is a partner to the Applicant for the purposes of carrying out the Project;

AND WHEREAS the Parties want to enter into this Partnership Agreement;

AND WHEREAS the Parties agree to their respective roles, responsibilities administrative requirements, management functions and financial contributions with respect to the Project, as set out herein;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“Agreement” means this Partnership Agreement and includes all schedules attached hereto.

“Applicant Contribution” means the amount set out in Part A.1 of Schedule “A” of this Agreement.

“Business Day” means any day on which the Government of Ontario offices are general open for business in the Province of Ontario.

“Effective Date” means the date set out in Part A.2 of Schedule “A” of this Agreement.

“Event of Default” has the meaning given to it in section 8 of this Agreement.

“Expiration Date” means the date set out in Part A.3 of Schedule “A” of this Agreement.

“Funding Agreement” means the agreement that the Applicant entered into with Ontario, which is attached as Schedule “B” to this Agreement.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Applicant under the Funding Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Maximum Funds” means the amount set out under Part F1 of Schedule “F” of the Funding Agreement, which is attached as Schedule “B” to this Agreement.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

“Partner Contribution” means the amount set out under Part A.4 of Schedule “A” of this Agreement.

“Parties” mean the Applicant and the Partner.

“Project” means the undertaking described in Schedule “A” of the Funding Agreement, which is attached as Schedule “B” to this Partnership Agreement.

“Project Completion Date” means the date set out in Part C3 of Schedule “C” of the Funding Agreement, which is attached as Schedule “B” to this Partnership Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the BPSAA, the PSSDA or any other type of broader public sector accountability legislative provisions, the BPSAA, the PSSDA and other type of broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Term” means the period beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.2 Reference To Statute Or Regulation.** Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.
- 1.3 Singular/Plural And Gender Terms.** Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.
- 1.4 Pronouns.** Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.
- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 *The Agreement.*** The Agreement includes this document and the following Schedules attached to this document; as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- "A" Operational Requirements Under The Agreement
 "B" The Funding Agreement

- 2.2 *Conflict Between Funding Agreement And This Agreement.*** In the event of a conflict between this Agreement and the Funding Agreement, the conflict shall be resolved in favour of the provisions set out in the Funding Agreement.
- 2.3 *Conflict Within This Agreement.*** Subject to section 2.2 of this Agreement, in the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.4 *Expiration Date Of Agreement.*** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 PARTNER BOUND BY FUNDING AGREEMENT

- 3.1 *Partner Bound By Funding Agreement.*** The Partner acknowledges and agrees that it is bound by the same terms and conditions that the Applicant is bound by under the Funding Agreement in relation to the Project.
- 3.2 *Breach Of Funding Agreement Means Breach Of This Agreement.*** The Partner acknowledges and agrees that any breach of a term or condition of the Funding Agreement by the Partner shall be deemed to be a breach of this Agreement.
- 3.3 *Ontario May Direct Applicant In Regards To Partner.*** The Partner acknowledges and agrees that Ontario has the authority to direct the Applicant to require the Partner to undertake certain actions under the Funding Agreement. The Partner further agrees that where the Applicant indicates to the Partner that Ontario is requiring the Applicant to direct the Partner to undertake an action the Partner shall undertake that action within the time specified by the Applicant.

SECTION 4 LIMITATION ON ONTARIO'S LIABILITY FOR AUTHORSHIP AGREEMENT

- 4.1 *Ontario Provided Agreement As Service To Parties And Is Not Meant To Be Nor Is It Legal Advice.*** The Parties acknowledge and agree that Ontario provided this

Agreement to the Parties as a service and that it the contents of this Agreement are not meant to be nor is legal advice to the Parties in terms of how they should govern their relationship in relation to the Project.

4.2 Acknowledgment Of Review Of Agreement And Receipt Of Independent Legal Advice. The Parties acknowledge and agree that they have:

- (a) Fully reviewed and understand the contents of this Agreement; and
- (b) Sought independent legal advice in regards to the implications of signing this Agreement before signing this Agreement.

4.3 Ontario Not Liable For Authorship Of Agreement. Despite anything else contained within this Agreement and without limiting any provision that deals with any potential liabilities that Ontario may have in regards to the Project under this Agreement or the Funding Agreement, the Parties agree that Ontario shall not be held liable in any respect for any damages whatsoever arising out of the decision of the Parties to use this Agreement to govern their relationship in regards to the Project.

SECTION 5

APPLICANT'S ROLES AND RESPONSIBILITIES UNDER AGREEMENT

- 5.1 Applicant to Receive Funding From Ontario For Purposes Of Carrying Out This Agreement.** The Applicant shall be responsible for receiving and managing all funding under the Funding Agreement for the purposes of carrying out this Agreement.
- 5.2 Applicant To Provide Funding For Project.** The Applicant shall provide the Applicant's Contribution for the Project.
- 5.3 Administration, Management And Audit Requirements.** The Applicant shall complete all administration, management and audit requirements under the Funding Agreement. For greater certainty, the Applicant may retain the services of a third party to undertake any administration, management or audit requirements under the Funding Agreement on its behalf.
- 5.4 Reporting And Accounting Requirements.** The Applicant shall be responsible for completing all reporting and accounting requirements under the Funding Agreement.
- 5.5 Communications With Ontario Regarding Project.** The Applicant shall be solely responsible for any and all communications with Ontario regarding the Project.
- 5.6 Amendments To Funding Agreement.** The Applicant shall be solely responsible for requesting any amendments to the Funding Agreement.

SECTION 6

PARTNER'S ROLES AND RESPONSIBILITIES UNDER THE AGREEMENT

- 6.1 Partner To Provide Funding For Project.** The Partner shall provide the Partner's Contribution for the Project.

- 6.2 Disclosure Of Funding For Project.** The Partner shall disclose to the Applicant and to Ontario within ten (10) Business Days that it has applied for, received or will receive any other money for the Project. This disclosure shall include the source of the money as well as the amount of money that the Partner is eligible to receive.
- 6.3 Administration, Management And Audit Requirements.** The Partner shall provide any and all necessary information to the Applicant within the time indicated by the Applicant in order to allow the Applicant to meet its requirements under section 5.3 of this Agreement.
- 6.4 Reporting And Accounting Requirements.** The Partner shall provide any and all necessary information to the Applicant within the time indicated by the Applicant in order to allow the Applicant to meet its requirements under section 5.4 of this Agreement.
- 6.5 Indemnification.** Without limiting any provision of this Agreement or the Funding Agreement, the Partner hereby agrees to indemnify and hold harmless the Indemnified Parties and the Applicant from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted in any way arising out of or in connection with the Project or otherwise in connection with this Agreement or the Funding Agreement unless caused by the willful misconduct of the Indemnified Parties or the Applicant.
- 6.6 Insurance Requirements.** Without limiting any provision of this Agreement or the Funding Agreement, the Partner shall:
- (a) Maintain for the Term of this Agreement and the Funding Agreement, at its own cost and expense with insurers having a A.M Best rating of B+ or greater or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount set out in Part A.5 of Schedule "A" of this Agreement per occurrence. The policy shall include the following:
 - (i) The Applicant and the Indemnified Parties as additional insureds with respect to liability arising in the course of the performance of the Applicant and the Partner's obligations under, or otherwise in connection with this Agreement or the Funding Agreement,
 - (ii) A cross liability clause,
 - (iii) Contractual liability coverage, and
 - (iv) Thirty (30) days' written notice of cancellation, termination or material change;
 - (b) Provide:
 - (i) The Applicant or Ontario with Certificates of Insurance, or such other proof as may be requested by the Applicant or Ontario that confirms the insurance coverage required under this section 6.6 of the Agreement is in place within the time period specified by the Applicant or Ontario, and
 - (ii) The Applicant or Ontario with a copy of each insurance copy within the time period specified by the Applicant or Ontario; and
 - (c) Provide the Indemnified Parties with a right of "First Call" or priority over any other person, including the Applicant, to use or enjoy the benefits of the proceeds

from the insurance policy required under this section 6.6 of the Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement or the Funding Agreement.

- 6.7 Amendment Of This Agreement.** The Partner acknowledges and agrees that this Agreement may have to be amended as a result of amendments to the Funding Agreement. The Partner further agrees that it will not unreasonably withhold its consent to any amendment that the Applicant seeks to this Agreement in order to reflect amendments that have been made to the Funding Agreement.
- 6.8 Location Of Project Records.** The location of where the Partner's records for the Project is located is set out in Part A.6 of Schedule "A" of this Agreement.

SECTION 7 RESPONSIBILITIES OF BOTH PARTIES UNDER THE AGREEMENT

- 7.1 Completing The Project.** Without limiting any other term or condition in the Funding Agreement or this Agreement, the Parties agree that they are responsible for completing the Project by the Project Completion Date set out in Part C2 of Schedule "C" of the Funding Agreement, which is attached to this Agreement as Schedule "B".
- 7.2 Provision Of Additional Funding To Complete The Project.** Without limiting any other term or condition in the Funding Agreement or this Agreement, the Parties agree that they are responsible for providing any additional funding that is required to complete the Project in the event that the Maximum Funds Ontario is providing, as set out under Part F1 of Schedule "F" of the Funding Agreement, which is attached to this Agreement as Schedule "B", as well as the Applicant's Contribution, as set out under Part A.1 of Schedule "A" of this Agreement, and the Partner's Contribution, as set out under Part A.4 of Schedule "A" of this Agreement, are not sufficient to complete the Project.
- 7.3 Determination Of Provision Of Additional Funding To Complete The Project.** In the event that the Parties are required to provide additional funding to complete the Project, as required under section 7.2 of this Agreement, the Parties agree that that additional funding shall be provided based on each Party's original percentage of contribution toward the Project.

SECTION 8 DEFAULT AND TERMINATION

- 8.1 Events Of Default.** A Party to this Agreement may, acting in a reasonable manner, terminate this Agreement immediately upon giving written notice to the other Party where:
- (a) In the opinion of the Party providing notice:
 - (i) The other Party has provided false or misleading information;

- (ii) The other Party breaches a material term or condition of this Agreement, where materiality is to be determined by the Party providing notice, acting reasonably;
- (iii) The other Party is unable to continue with the Project or the other Party is likely to discontinue the Project;
- (v) A material adverse change occurs such that the viability of the other Party as a going concern is threatened;
- (b) The other Party makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (c) The other Party ceases to operate.

8.2 Remedies On Default. Despite any other rights the Parties may have under this Agreement, if an Event of Default has occurred, the Party providing notice of the Event of Default may terminate this Agreement immediately after any notice period expires

8.3 Additional Remedies. In addition to the remedies described in section 8.2 of this Agreement, the Party providing notice of the Event of Default may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of the Party providing notice of the Event of Default are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to the Party providing notice of the Event of Default at law, equity or under statute.

8.4 Waiver Of Event Of Default Must Be In Writing. The Party providing notice of an Event of Default may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from the Party providing notice of the Event of Default. The Party providing notice of the Event of Default may also impose conditions on any waiver it provides under this section 8.4 of the Agreement.

8.5 Date of Termination. In the event of termination pursuant to this section 8 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

8.6 Termination Of Agreement Does Not Eliminate Obligations Under Funding Agreement. For greater certainty, a termination of this Agreement does not eliminate any of the obligations that the Parties may have under the Funding Agreement.

SECTION 9 GENERAL PROVISIONS

9.1 Terms Binding. The Parties shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.

- 9.2 *Representatives May Bind Parties.*** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 9.3 *Further Assurances.*** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 9.4 *Agreement Binding.*** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 9.5 *Waivers In Writing.*** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the notice provisions set out in section 9.12 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. For greater certainty, where Ontario chooses to waive a term or condition of the Agreement, such waiver shall only be binding if provided by a person who indicates in writing that he or she has specific authority to provide such a waiver.
- 9.6 *Tolerance Of Indulgence Of Breach Not A Waiver.*** Any failure by one Party to insist in one or more instances upon strict performance by the other Party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the non-defaulting Party of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.
- 9.7 *Time Is Of The Essence.*** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 9.8 *Severability.*** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 9.9 *No Assignment Of Agreement.*** No Party shall assign this Agreement to any other person unless the other Party agrees to the assignment in writing. The non-assigning Party may impose any terms or conditions on any consent provided under this section 9.9 of the Agreement.
- 9.10 *No Amendment.*** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 9.11 *Joint Authorship Of Agreement.*** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

- 9.12 Notice And Service Of Documents Under Agreement.** Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part A.6 of Schedule "A" of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 9.12 of the Agreement.

The Parties agree that for the purposes of this section 9.12 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

- 9.13 Governing Law.** This Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings in connection with this Agreement shall be conducted in Ontario.
- 9.14 Agreement Executed In Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together, shall constitute one and the same agreement.
- 9.15 Entire Agreement.** This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by one Party to the other Party except as expressly set out in this Agreement.
- 9.16 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement shall so survive.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

CORPORATION OF TAY VALLEY TOWNSHIP

Name: Keith Kerr
Title: Reeve

Date

Name: Amanda Mabo
Title: Clerk

Date

I/We have the authority to bind the Applicant.

CORPORATION OF DUMMOND NORTH ELMSLEY

Name: Aubrey Churchill
Title: Reeve

Date

Name: Cindy Halcrow
Title: Clerk/Administrator

Date

I/We have the authority to bind the Partner.

SCHEDULE "A"
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART A.1 – APPLICANT'S CONTRIBUTION

A.1.1 Applicant's Contribution To Project. The Applicant's Contribution to the Project shall be One hundred and forty-two thousand three hundred and eight-three dollars \$142,383.00.

PART A.2 – EFFECTIVE DATE

A.2.1 Effective Date Of Agreement. The Effective Date of this Agreement is March 7th, 2017.

PART A.3 – EXPIRATION DATE

A.3.1 Expiration Date Of Agreement. The Expiration Date of this Agreement is March 31st, 2020.

PART A.4 – PARTNER CONTRIBUTION

A.4.1 Partner Contribution. The Partner's Contribution to the Project shall be One hundred and forty-two thousand three hundred and eight-three dollars \$142,383.00.

PART A.5 – PARTNER INSURANCE REQUIREMENTS

A.5.1 Partner Insurance Requirements. The Partner shall have no less than Fifteen Million Dollars \$15, 000,000.00 in general commercial liability insurance per occurrence.

PART A.6 – NOTICE AND CONTACT INFORMATION

A.6.1 Notice and Contact Information. Notices under this Agreement shall be sent in accordance to the following.

To The Applicant	To The Partner
Corporation of Tay Valley Township 217 Harper Road Perth, ON K7H 3C6 Attention: Larry Donaldson, CAO Fax: (613) 264-8516 Email: cao@tayvalleytwp.ca	Corporation of the Township of Drummond North Elmsley 210 Port Elmsley Road Perth, ON K7H 3C7 Attention : Cindy Halcrow, Clerk/Administrator Fax: (613) 267-2083 Email: chalcrow@dnetownship.ca

Any notice not sent in accordance with the above shall be deemed to not constitute proper notice under this Agreement.

A.6.2 Location Of Project Records. The Partner's Project records are located at 310 Port Elmsley Road.

SCHEDULE "B"

File Number: OCIF AC3-3176

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

– and –

Corporation of Tay Valley Township
(CRA# 867315689)

(the "Recipient")

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

An applicant under the Application-Based Component of the Ontario Community Infrastructure Fund may choose to partner with another municipality or Local Services Board in order to undertake a Project;

The Recipient has decided to carry out the Project with a Partner;

The Recipient and the Partner have agreed to enter into a Partnership Agreement;

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and the Province wishes to provide funding for the Project.

The Recipient is eligible to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund to undertake a Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

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1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms And Conditions,
Schedule "B" – Additional Terms And Conditions,
Schedule "C" – Operational Requirements Under The Agreement,
Schedule "D" – Project Description,
Schedule "E" – Eligible And Ineligible Costs,
Schedule "F" – Financial Information,
Schedule "G" – Aboriginal Consultation Requirements,
Schedule "H" – Communications Protocol,
Schedule "I" – Reports, and
Schedule "J" – Mandatory Terms and Conditions To Be Included in Partnership Agreement

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

2.0 COUNTERPARTS

2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen In Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Program, and
 - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the

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undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Rural Affairs

Name:	Randy Jackiw	_____	Date
Title:	Assistant Deputy Minister, Economic Development Division		

I have the authority to bind the Province pursuant to delegated authority.

CORPORATION OF TAY VALLEY TOWNSHIP

Signature:	_____	_____
Name:	_____	Date
Title:	_____	

AFFIX CORPORATE
SEAL

Signature:	_____	_____
Name:	_____	Date
Title:	_____	

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "A" FOLLOWS]

File Number: OCIF AC3-3178

SCHEDULE "A" GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

"Aboriginal Group" includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Additional Provisions" means the terms and conditions referred to in section A10.1 of Schedule "A" to this Agreement and specified in Schedule "B" of this Agreement.

"AGA" means the *Auditor General Act*.

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

"Arm's Length" has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement.

"Auditor General" means the Auditor General of Ontario.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010*.

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

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"Communications Protocol" means the protocol set out under Schedule "H" of this Agreement.

"Conflict Of Interest" includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

"Consultant" means any person the Recipient retains to undertake any part of the work related to this Agreement.

"Contract" means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

"Effective Date" means the date on which this Agreement is effective, as set out under section C1 of Schedule "C" of this Agreement.

"Eligible Costs" means those costs set out under section E1 of Schedule "E" of this Agreement.

"Event of Default" has the meaning ascribed to it in section A16.1 of Schedule "A" this Agreement.

"Expiration Date" means the date on which this Agreement will expire, as set out under section C2 of Schedule "C" of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

"FAA" means the *Financial Administration Act*.

"Failure" means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*.

"First Nation" means a band, as defined under section 2(1) of the *Indian Act* (Canada).

"Funds" means the money the Province provides to the Recipient pursuant to this Agreement.

"Holdback" means the amount, set out under section F2 of Schedule "F" of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

"Indemnified Parties" means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

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"Ineligible Costs" means those costs set out under section E2 of Schedule "E" of this Agreement.

"Interest Earned" means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule "A" of this Agreement.

"Local Services Board" means a board established under the *Northern Services Boards Act*.

"MA" means the *Municipal Act, 2001*.

"Maximum Funds" means the amount set out under section F1 of Schedule "F" of this Agreement.

"Notice" means any communication given or required to be given pursuant to this Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient collectively.

"Partner" means the entity that is included as a partner in the Recipient's application to the Application-Based Component of the Ontario Community Infrastructure Fund.

"Partnership Agreement" means a legally binding agreement between the Recipient and the Partner.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "D" of this Agreement.

"Project Completion Date" means the date set out under section C3 of Schedule "C" of this Agreement.

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996*.

"Reports" means the reports set out under Schedule "I" of this Agreement.

"Requirements of Law" means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

"Substantial Completion" has the same meaning as "substantially performed", as defined under section 2(1) of the *Construction Lien Act*.

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"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

- A1.3 Conflict.** Subject to section A10.1 of Schedule "A" of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule "A" of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule "A" of the Agreement will prevail.

ARTICLE A2 EFFECTIVE DATE AND DURATION OF AGREEMENT

- A2.1 Effective Date Of Agreement.** This Agreement will take effect on its Effective Date.
- A2.2 Expiration Date Of Agreement.** This Agreement will expire on its Expiration Date.

ARTICLE A3 REPRESENTATIONS, WARRANTIES AND COVENANTS

- A3.1 General.** The Recipient represents, warrants and covenants that:
- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
 - (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
 - (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient's ability to complete the Project;
 - (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
 - (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.
- A3.2 Execution Of Agreement.** The Recipient represents and warrants that it has:
- (a) The full power and authority to enter into this Agreement; and
 - (b) Taken all necessary actions to authorize the execution of this Agreement.
- A3.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:
- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) Procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) Decision-making mechanisms for the Recipient;
 - (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
 - (e) Procedures to enable the Recipient to successfully complete the Project;

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- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A3.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

A3.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

A3.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

A3.7 Recipient's Representations, Warranties And Covenants For The Benefit Of The Province. The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of the Agreement are for the sole benefit of the Province.

A3.8 Provincial Reliance On Recipient's Representations, Warranties And Covenants. The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement.

ARTICLE A4 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project.
- (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A4.2 Limitation On Payment Of Funds. Despite section A4.1 of Schedule "A" of this Agreement:

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- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A14.2 of Schedule "A" of this Agreement;
- (b) The Province is not obligated to provide any Instalments of Funds until the Province is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based upon the Province's assessment of the information provided by the Recipient pursuant to Article A8 of Schedule "A" of this Agreement;
- (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient for thirty (30) days after the Expiration Date of this Agreement;
- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement; and
- (f) The Recipient has provided evidence to the Province that the Partnership Agreement has been entered into with its Partner within ten (10) Business Days of the Province's request.

A4.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A4.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust plus any Interest Earned thereon for the Province until the Recipient needs the Funds for the Project.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A4.6 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A4.7 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

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- A4.8 Project Financing.** The Recipient acknowledges and agrees that:
- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation changes;
 - (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
 - (c) It is solely responsible for securing any additional financing required to complete the Project.
- A4.9 No Changes To The Project.** The Recipient will not make any changes to the Project without the prior written consent of the Province.
- A4.10 Project Completion.** The Recipient will Substantially Complete the Project by the Project Completion Date.
- A4.11 Disposal Of Assets.** The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the date in which the Project was completed.
- A4.12 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:
- (a) It is receiving Funds from the Province for the Project and is not providing goods or services to the Province; and
 - (b) The Funds the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A5 ABORIGINAL CONSULTATION

- A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project for the Project to proceed.
- A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.
- A5.3 Recipients Obligations In Relation To Consultations.** The Recipient will:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
 - (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may

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- Issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.

A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups. Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A6

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A6.1 Acquisition Of Goods And Services In Competitive Procurement Process. The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the MA applies, the Recipient will follow its procurement policies required under the MA. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of the Agreement in writing if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those goods or services being purchased.

A6.2 BPSAA. For greater clarity, if the Recipient is subject to the BPSAA and there is a conflict between the BPSAA and a requirement under this Article A6 of the Agreement, the BPSAA will apply and prevail to the extent of that conflict.

A6.3 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to that those parties.

A6.4 Use Of Consultants. The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.

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A6.5 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

A6.6 Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible. If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule "A" of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

ARTICLE A7 CONFLICT OF INTEREST

A7.1 No Conflict Of Interest. The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.

A7.2 Disclosure To The Province: The Recipient will:

- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
- (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A8 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

A8.1 Preparation And Submission. The Recipient will:

- (a) Submit to the Province at the address referred to in section C6 of Schedule "C" of this Agreement all Reports in accordance with the timelines set out in Schedule "I" of this Agreement and in the form specified by the Province;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by the Recipient's Administrative Officers/Clerk or Treasurer.

A8.2 Records Maintenance. The Recipient will keep and maintain:

- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law, for a period of seven (7) years after the Expiration Date of this Agreement.

A8.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter the Recipient's premises or site of the Project to review

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the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule "A" of this Agreement;
- (b) Remove any copies made pursuant to section A8.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A8.4 Disclosure. To assist in respect of the rights set out under section A8.3 of Schedule "A" of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A8.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A8.6 Auditor General. For greater certainty, the Province's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

A8.7 Provision Of Information. The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

ARTICLE A9 COMMUNICATIONS

A9.1 Recipient To Follow Communications Protocol. The Recipient will follow the Communications Protocol.

A9.2 Publication By The Province. The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A10 ADDITIONAL PROVISIONS

A10.1 Additional Provisions. The Recipient will comply with any Additional Provisions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A" of this Agreement, the Additional Provisions will prevail.

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**ARTICLE A11
DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE**

A11.1 FIPPA. The Recipient acknowledges that the Province is bound by the *FIPPA*.

A11.2 Disclosure Of Information. Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

**ARTICLE A12
INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND**

A12.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

A12.2 Exclusion Of Liability. The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

A12.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A12.4 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A12.5 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A12.6 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

**ARTICLE A13
INSURANCE**

A13.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final

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Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only); and
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A13.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy or insurance policies that relate to the Project.

A13.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A14 TERMINATION ON NOTICE

A14.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A14.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent during the notice period set out under section A14.1 of Schedule "A" of this Agreement;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

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- (i) Permit the Recipient to offset such costs against any amount owing to the Recipient; and/or
- (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A15

TERMINATION WHERE NO APPROPRIATION

A15.1 Termination Where No Appropriation. If, as provided for in section A4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A15.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A15.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A15.2(b) of Schedule "A" of this Agreement.

A15.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A16

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A16.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue the Project or the Recipient is likely to discontinue the Project;
- (d) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

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- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A16.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds plus any Interest Earned thereon remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A16.3 Opportunity To Remedy. If, in accordance with section A16.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A16.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

A16.5 When Termination Effective. Termination under this Article A16 of Schedule "A" of this Agreement will take effect as set out in the Notice.

ARTICLE A17 LOBBYISTS AND AGENT FEES

A17.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under

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- this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
 - (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A18 FUNDS UPON EXPIRY

A18.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds plus any Interest Earned thereon remaining in its possession or under its control.

ARTICLE A19 REPAYMENT

A19.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

A19.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned from the Recipient; or
- (b) The Recipient owes any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds plus Interest Earned or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

A19.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A19.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section C8 of Schedule "C" of this Agreement.

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A19.5 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A19.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A20 NOTICE

A20.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

A20.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A20.3 Postal Disruption. Despite section A20.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A21 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A21.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A22 SEVERABILITY OF PROVISIONS

A22.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

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ARTICLE A23 WAIVER

A23.1 *Waivers in Writing.* If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A24 INDEPENDENT PARTIES

A24.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A25 ASSIGNMENT OF AGREEMENT OR FUNDS

A25.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A25.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, Partners successors and permitted assigns.

ARTICLE A26 GOVERNING LAW

A26.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A27 FURTHER ASSURANCES

A27.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

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**ARTICLE A28
JOINT AND SEVERAL LIABILITY**

A28.1 Joint And Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE A29
RIGHTS AND REMEDIES CUMULATIVE**

A29.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

**ARTICLE A30
JOINT AUTHORSHIP**

A30.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

**ARTICLE A31
FAILURE TO COMPLY WITH OTHER AGREEMENT**

A31.1 Other Agreements. If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

**ARTICLE A32
SURVIVAL**

A32.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h),

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Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

A32.2 Survival After Creation. Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

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SCHEDULE "B" ADDITIONAL TERMS AND CONDITIONS

B1.1 The Province May Impose Additional Conditions On The Recipient. The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

B1.2 Behaviour Of Recipient. The Recipient will carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any additional conditions the Province may impose under section B1.1 of Schedule "B" of this Agreement or any reasonable amendments the Province may agree to or require from time to time in writing.

B1.3 New Information. In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds being provided under this Agreement.

B1.4 Partnership Agreement. The Recipient:

- (a) Will enter into a Partnership Agreement with its Partner that includes all of the terms and conditions set out under Schedule "J" of this Agreement within ten (10) Business Days of the date that the Recipient signs this Agreement;
- (b) Will provide the Province a copy of the Partnership Agreement within twenty (20) Business Days of the date the Recipient signs this Agreement;
- (c) Will take direction from the Province in terms of enforcing the terms and conditions of the Partnership Agreement; and
- (d) Acknowledges and agrees that any steps that it takes in relation to fulfilling a direction from Ontario to enforce the terms and conditions of the Partnership Agreement is done for the benefit of the Province.

B1.5 Withholding Payment Of Funds. The Province may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient under this Agreement without liability, costs or penalty where:

- (a) The Province is of the opinion that the Project is not progressing in accordance with how other Projects of a similar size and scope would progress under similar circumstances; and
- (b) The Province is of the opinion that the Recipient or its Partner is, without limitation, not in compliance with any other agreements that the Recipient or its Partner has entered into with Her Majesty the Queen in Right of Ontario where the Province may be providing financial assistance to the Recipient or its Partner, directly or indirectly, under that agreement. Where the Province withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) The Province has complete and absolute discretion to determine whether the Recipient or its Partner is in compliance with the terms or conditions of any other funding agreements whereby the Recipient or its Partner is receiving, directly or indirectly, funding from the Province;

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- (ii) The Province will continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient's Partner has come into compliance with the terms and conditions of any other agreement whereby the Recipient or its Partner receives, directly or indirectly, funding from the Province; and
- (iii) The Province agrees that it will act reasonably when applying this section B1.5 of Schedule "B" of the Agreement and will promptly notify the Recipient or its Partner of any determinations the Province makes with respect to the application of this section B1.5 of Schedule "B" of the Agreement.

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SCHEDULE "C"

OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2 *Expiration Date.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2020.
- C3 *Project Completion Date.*** The Project will be completed no later than December 31, 2018. For clarity this means Substantial Completion must have occurred.
- C4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C6 of Schedule "C" or any other person identified by the Province in writing.
- C5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule "A" of this Agreement no less than two million dollars (\$2,000,000.00).
- C6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIFApps@ontario.ca	Corporation of Tay Valley Township 217 Harper Road, RR4 Perth, ON K7H 3C8 Attention: Larry Donaldson, CAO Fax: (613) 264-8518 Email: cao@tayvalleytwp.ca

or any other person identified by the Parties in writing.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "D" FOLLOWS]

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SCHEDULE "D"
PROJECT DESCRIPTION

This is a joint project for the Townships of Tay Valley and Drummond North Elmsley. The project is for the reconstruction of approximately 4.5km of Otty Lake Side Road and includes reshaping the road, overhauling the drainage system by replacing or putting in new culverts and clearing existing and installing new ditches, brushing the right of way, applying chip and seal, line paintings and regulatory signage. Output: Asset has been renewed and meets any relevant conditions and regulatory approvals. Outcomes: Increased traffic safety and flow; Increased pedestrian and cyclist safety; Improved drainage.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "E" FOLLOWS]

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SCHEDULE "E" ELIGIBLE AND INELIGIBLE COSTS

E1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E2 of this Schedule "E" of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province's sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule "D" of the Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (d) The costs for consulting with an Aboriginal Group, including the Recipient's legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule "G" of this Agreement; and
- (g) Other costs that are, in Ontario's sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

E2 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A3.1 of Schedule "A" of this Agreement;
- (b) Costs incurred prior to July 4, 2016 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;

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- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.)
- (e) Costs related to recreational trails.
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing applications for the Ontario Community Infrastructure Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement.

E3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE "F"

FINANCIAL INFORMATION

- F1 Maximum Funds.** Subject to the terms and conditions of this Agreement, Ontario will provide the Recipient with an amount up to Two Million Five Hundred and Sixty-two Thousand Eight Hundred and Ninety-four Dollars (\$2,562,894) in Funds for Eligible Costs for the Project.

Project's Estimated Total Net Eligible Costs: \$2,847,660
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Ninety (90%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Estimated Total Net Eligible Costs as provided above.

"Total Net Eligible Costs" means all direct costs that are, in Ontario's sole and absolute discretion, properly and reasonably incurred as per Schedule "E" of this Agreement by the Recipient under a contract for goods or services necessary for the implementation of the Project, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

- F2 Holdback.** The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.
- F3 Provision Of Funds.** The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 15, 2017
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	September 28, 2017
Milestone 3: Submission and Acceptance of Final Report	December 31, 2018

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MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:		
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.
Milestone 2: Upon receipt and acceptance by Ontario of required reports. If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.	Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.	Construction Contract Award Report as described in Schedule "I" of this Agreement Revised Budget Report Progress Report

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<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than February 15, 2019 whichever is earliest.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, If any, to the limit of the Maximum Funds</p> <p>or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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SCHEDULE "G" ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

"Section 35 Duty" means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province's Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient's Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

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- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

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- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule "G" of the Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C6 of Schedule "C" of this Agreement.

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File Number: OCIF AC3-3178

SCHEDULE "H" COMMUNICATIONS PROTOCOL

H1 Application Of Protocol. This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- (c) Printed materials
- (d) Websites
- (e) Photo compilations
- (f) Award programs
- (g) Awareness campaigns

H2 Project Signage. The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient will, at the Province's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3 Media Events. The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

H4 Awareness Of Project. The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

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- H5** ***Issues Management.*** The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.
- H6** ***Communicating Success Stories.*** The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.
- The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.
- H7** ***Disclaimer.*** If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "I" FOLLOWS]

File Number: OCIF AC3-3178

SCHEDULE "I" REPORTS

- 11 Reports.** The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below and with such content as is satisfactory to the Province. The Province will provide the contents of the Report at a later date.

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 29, 2018.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form provided by the Province.	Within fifteen (15) Business Days of a council resolution awarding the tender(s) and no later than June 29, 2018.
3.	Progress Report - The Recipient shall use the form provided by the Province.	Twice a year by May 15 and October 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form provided by the Province.	Within sixty (60) Business Days of the Project Completion or no later than February 15, 2019 whichever is earliest.
5.	Other Reports or Information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

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SCHEDULE "J" **MANDATORY TERMS AND CONDITIONS TO BE INCLUDED IN** **PARTNERSHIP AGREEMENT**

- J1 Partnership Agreement Terms and Conditions.** The Partnership Agreement will contain provisions that address, at a minimum, the following:
- (a) The Partner's full legal name, address, location of records, and contact person;
 - (b) Incorporates by reference all the terms and conditions of this Agreement *mutatis mutandis*, including a term whereby the Partner agrees to indemnify the Indemnified Parties in a manner consistent with section A12.1 of Schedule "A" of this Agreement and a further term whereby the Partner agrees that it will have and maintain for the Term of the Partnership Agreement, at its own cost and expense, insurance consistent with section A13.1 of Schedule "A" of this Agreement;
 - (c) Sets out the amount of the respective contributions of the Partner and the Recipient to complete the Project, as described in Schedule "D" of this Agreement;
 - (d) Sets out the administration, management and audit arrangements that the Recipient and Partner will undertake to complete the Project, including the distribution of any Funds received by the Recipient from the Province under this Agreement between them on a *pro rata* basis;
 - (e) Describes the respective roles and responsibilities of the Recipient and the Partner, including financial roles and responsibilities, reporting and accounting obligations, in a manner consistent with this Agreement; and
 - (f) Requires the Partner to disclose to the Province that it has applied for, will receive or has received other contributions for this Project at any time.

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**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-009

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on February 28, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 28th day of February 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#6 Council Meeting, March 14, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#4 Council Meeting of February 21, 2017. Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of February 7, 2017

Moved By: Ray Scissons

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of February 7, 2017, as circulated.

**Carried
17-017**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of February 21, 2017 as circulated.

**Carried
17-018**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

• February 7, 2017

"A" 1 Drummond Garage Furnace Replacement

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the tendered price from McNamee-Kilpatrick Plumbing and Heating of \$18,507.00 (plus taxes) to supply and install low infrared propane tube heaters at the Drummond works garage; and

FUTHERMORE THAT Council approves the Facilities Reserves as the funding source to pay for the low infrared propane tube heaters.

"A" 2. Used Landfill Compactor

"B" 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley grants permission to the Manager of Public Works to negotiate the purchase of a Used 2004 Cat 826G Landfill Compactor from Marcel Equipment Ltd. with an upset limit of \$365,000 (plus tax) and;

FURTHERMORE THAT Council approves to waive the current purchasing practices within the Township's Procurement Policy to acquire a used 2004 CAT 826G Landfill Compactor from Marcel Equipment Ltd. and

FURTHERMORE THAT Council approves the Environmental Services, "Waste Disposal Site Reserve" be the funding source to pay for the used 2004 CAT 826G Landfill Compactor, and;

FURTHERMORE THAT Council approves the sale of the 1992 Dynapac Landfill Compactor through the GovDeals auction website.

"A" 3. 2016 Year End Surplus & Reserve Activity

"B" 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the following transfers to reserves as a result of the 2016 year end surplus in the amount of \$179,557:

1.	Working Funds	\$ 53,737
2.	Police Reserve	\$ 16,296
3.	Facilities Reserve	\$ 20,000
4.	Waste Disposal Site Reserve	\$ 26,800
5.	Roads-Vehicle & Equipment Reserve	\$ 23,724
6.	Bridge Reserve	\$ 39,000
	Total	\$ 179,557

"A" 4. Canada Day Funding

"B" 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes staff to proceed with the Canada Day 150 celebrations; and

FURTHERMORE THAT the budget overages be paid from the 2016 budget surplus that will be allocated to the Working Capital Fund.

Councillor George Sachs presented and read Report #1 CoW-February 7, 2017 to Council on behalf of the Committee of the Whole.

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Report #1 CoW-February 7, 2017 is hereby adopted this 21st day of 2017.

Carried
17-019

5.0 BY-LAWS: None

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

10.1 Confirmation of Council Proceedings

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-007 being a By-law to confirm the proceedings of Council at its meeting of February 21, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-020

11.0 ADJOURNMENT

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:06 p.m.

Carried
17-021

Reeve

Clerk Administrator



Township of Drummond/North Elmsley
#5 Special Council Meeting of February 28, 2017.
Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder
	Chief Building Official	Shawn Merriman

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 APPROVAL OF AGENDA

1.1 Approval of Agenda

Moved By: Ray Scissons

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of February 28, 2017 as circulated.

Carried
17-022

2.0 DELEGATIONS: Tackaberry Highway 7 Quarry Expansion

(Kevin Tackaberry, Paul Rodgers and Allan McMunn were in attendance and Ben Dopson spoke on behalf of the group.)

Ben Dopson provided Council with an update regarding Tackaberry's application to the Ministry of Natural Resources and Forestry for the proposed quarry expansions on Highway 7. The expansion includes two areas; Perth East which is an extension of the current quarry and Perth West. He reported that an information session is scheduled for March 21, 2017 at 4:00 p.m. at the Perth Civitan Club.

There was general discussion on the noise requirements, public meeting and concerns for impacted residents. Mr. Dopson reported that if residents had

concerns he would be more than happy to discuss any issues with them directly. He reported that if any members of the public have concerns to direct them to him. Council thanked Mr. Dobson for keeping them informed.

3.0 OTHER BUSINESS

3.1 Ebbs Bay Drive/Dunlop Crescent Resurfacing

The Clerk Administrator reviewed her report regarding local improvement funding for Ebbs Bay Drive/Dunlop Crescent road resurfacing. She was seeking approval for the funding arrangement of the local improvements on private lands which will be self-funded by the Township. She reported that any shortfall would be the responsibility of the private road association. Council accepted the recommendation of the Clerk Administrator and the following motion was presented:

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the Township funding of the Ebbs Bay Drive/Dunlop Crescent Resurfacing Local Improvement project for a ten-year period (2017-2026) at 2.53% interest.

**Carried
2017-023**

4.0 BY-LAWS

4.1 2017-008 Otty Lake Side Road Partnership Funding Agreement

The Clerk Administrator provided a verbal update on entering into a partnership agreement with Tay Valley Township to acquire funding under the Application-Based Component of the Ontario Community Infrastructure Fund for the reconstruction of 4.5 km of Otty Lake Side Road. Council accepted the recommendation and the follow motion was adopted:

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the execution of a partnership agreement with The Corporation of Tay Valley Township and the Township of Drummond/North Elmsley for funding under the Application-Based Component of the Ontario Community Infrastructure Fund and entitled, "Ontario Community Infrastructure Fund – Application-Based Component Partnership Agreement", be read a first, second and third time and finally passed in open Council.

**Carried
2017-024**

5.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-009 being a By-law to confirm the proceedings of Council at its meeting of February 28, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-025

6.0 ADJOURNMENT

Moved By: Steve Fournier
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:26 p.m.

Carried
17-026

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #2 CoW-February 21, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 4th Quarter Actual

- "B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley** approves the extension of the 2016 Capital Works Program to include the Coutts Bay Road: \$10,000 (legal and survey work) Armstrong Bridge Design: \$25,000 (final design work) Buttermilk Hill Bridge Design: \$25,000 (final design work), and that the funding for these projects will come from the federal gas tax.

All of which is respectfully submitted by:

Councillor George Sachs

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #2 CoW-February 21, 2017 is hereby adopted this 14th day of March, 2017.

AUBREY CHURCHILL, REEVE

**BY-LAW No. 2017-010
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley**

TOURIST COMMERCIAL- SPECIAL EXCEPTION 4 (HOLDING- h5 &h6)

Tay River Reflections (Manuela Joannou)

**Part of Lot 24, Concession 10
279 Canal Bank Road
(Geographic Township of North Elmsley)**

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-010

TAY RIVER REFLECTIONS ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

Now therefore the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Sec. 1: The lands shown shaded on Schedule "A" attached to and forming part of this By-law, are the lands affected by this By-law.

Sec. 2: Schedule "A1" of By-law No. 2012-060 is hereby amended by changing the zoning on the affected lands from Rural-Special Exception 48 and Rural to Tourist Commercial Special Exception-4 Holding (CT-4-h5-h6).

Sec. 3: Section 14.3 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 14.3.3:

14.3.4 CT-4-h5-h6 Concession 10, Lot 24, North Elmsley Ward (By-law 2017-010)

Notwithstanding any other provisions of this By-law to the contrary, on the lands zoned CT-4-h5-h6, the following provisions shall apply:

1. *Permitted uses shall be limited to the following:*
 - a. *Medical clinic and associated health and fitness uses, including overnight accommodations in accordance with Subsection 2;*
 - b. *Commercial sports and recreation centre*
 - c. *Conservation*
 - d. *Place of recreation*
 - e. *Private Park*
 - f. *Beverage Room*
 - g. *Convenience store*
 - h. *Hotel*
 - i. *Hunting/fishing camp*
 - j. *Place of entertainment*
 - k. *Restaurant*
 - l. *Retail store*
 - m. *Take out restaurant*
 - n. *Tourist Cabins, which for the purposes of this Section shall mean a building to accommodate one or more guests, which contains at least two rooms, that is at least partially furnished and in which the guest is permitted to prepare and cook food, but shall not include a dwelling as herein defined.*

2. Any land uses that include overnight accommodations shall be limited to a maximum of overnight occupancy of one hundred (100) persons and not more than fifty (50) guest rooms. No such land use may be situated less than 400 m from any lands zoned Waste Disposal (WD) and 300 m from Canal Bank Road.
3. No new development or site alteration shall occur within 300 m of the Tay River.
4. The maximum gross floor area of all buildings and structures within the subject lands shall be limited to 3,000 m².
5. With the exception of a Medical clinic and associated health and fitness uses, a commercial sports and recreation centre, a hotel, a place of entertainment or a place of recreation, no individual land use classifications within the zone may exceed a gross leasable floor area of 450 m² for any one specific land use.
6. Notwithstanding Sections 4 and 5, an additional 1,207 m² of gross floor area may be constructed for overnight accommodation use.
7. The holding provisions applied to the CT-4 Zone shall be lifted in accordance with the requirements outlined in Section 4.14.3.5 prior to permitting development as follows:
 - a. The effect of holding provision 'h5' shall be to prohibit any development or occupancy of the lands other than uses existing on the day By-law 2017-010 was passed. Upon completion of the requirements outlined in Section 4.14.3.5.1, Sections 1 through 5 of the CT-4 Zone shall take effect, except that "Tourist Cabins" shall not be a permitted use and overnight occupancy shall be limited to a maximum of forty (40) persons and twenty (20) guest rooms.
 - b. Holding provision 'h6' shall be lifted in accordance with the requirements outlined in Section 4.14.3.5.2.

Sec. 4: Section 4.14 of By-Law No. 2012-060 is hereby amended by adding the following sub-sections following Section 4.14.3.4:

5. CT-4-h5-h6 Concession 10, Lot 24, North Elmsley Ward (By-law 2017-010)

On the lands zoned CT-4-h5-h6 in Lot 24, Concession 10, North Elmsley Ward, the following provisions apply with respect to the lifting of the holding zone. The holding provisions that apply to these lands are described as h5 and h6. The issues to be addressed under each provision are as follows:

1. The first holding provision ('h5') shall be lifted following completion of an access lane providing permanent emergency vehicle access to the lands that avoids flood prone lands. This lane shall be constructed to the satisfaction of the Township and Rideau Valley Conservation Authority.
2. The second holding provision ('h6') shall be lifted following completion of the following:
 - a) It is demonstrated to the satisfaction of the Township through the appropriate hydrogeological studies that the proposed development can be satisfactorily serviced and accommodated with no unacceptable impacts on ground water resources.
 - b) The required servicing approvals are obtained from the Ministry of Environment and Climate Change.

Sec. 5: Section 7.4.48 of By-law No. 2012-060 is hereby amended by deleting the existing provision and replacing with the following:

[DELETED]

Sec. 6: Sections 1 through 5 of this By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 14th day of March, 2017

Reeve

Clerk Administrator



**Land to be rezoned to Tourist Commercial Special Exception Holding
(TC-4-5h-6h) Zone**

This is **SCHEDULE A** to By-law No. 2017-010
passed the 14th day of March, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

RESOLUTION OF COUNCIL

TOWNSHIP OF DRUMMOND\NORTH ELMSLEY

March 14, 2017

Number: 17-_____

Moved By: _____

Seconded By: _____

WHEREAS Council of the Corporation of the Township of Drummond/North Elmsley held a public meeting on September 6, 2016 to consider a proposed zoning by-law under Section 34 of the Planning Act, RSO 1990, as amended;

AND WHEREAS Council deems it advisable to change the proposed zoning by-law, prior to its final passing, to include modifications clarifying the scale and location of the requested land uses and further, to place the requested land uses in holding zones to ensure completion of servicing and access requirements prior to development;

NOW THEREFORE BE IT RESOLVED that no further notice is to be given in respect of the proposed zoning by-law, pursuant to Section 34 (17) of the Planning Act, RSO, 1990, as amended.

CARRIED

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELSLEY**

BY-LAW NO. 2017-011

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on March 14, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 14th day of March 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELSLEY

#7 Council Meeting, March 28, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#6 Council Meeting of March 14, 2017. Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of February 21, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of February 21, 2017, as circulated.

**Carried
17-027**

1.2 Special Minutes of February 28, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Special Meeting of February 28, 2017, as circulated.

**Carried
17-028**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of March 14, 2017 as circulated.

**Carried
17-029**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **February 21, 2017**

“A” 1 2016 Capital Works Program Extension

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the extension of the 2016 Capital Works Program to include the Coutts Bay Road: \$10,000 (legal and survey work) Armstrong Bridge Design: \$25,000 (final design work) Buttermilk Hill Bridge Design: \$25,000 (final design work), and that the funding for these projects will come from the federal gas tax.

Councillor George Sachs presented and read Report #2 CoW-February 21, 2017 to Council on behalf of the Committee of the Whole.

**Moved By: George Sachs
Seconded By: Steve Fournier**

BE IT RESOLVED THAT the Report #2 CoW-February 21, 2017 is hereby adopted this 14th day of 2017.

**Carried
17-030**

Note: Dealt with Item 6.1 at this point in the meeting

5.0 BY-LAWS

5.1 2017-010 Tay River Reflections

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT By-law #2017-010, being a By-law to amend Zoning Bylaw No. 2012-060 for those lands described as Part of Lot 24, Concession 10 (279 Canal Bank Road), and entitled, “Tay River Reflections Zoning By-law Amendment”, be read a first, second and third time and finally passed in open Council.

**Carried
17-031**

6.0 RESOLUTIONS/NOTICE OF MOTIONS

6.1 Tay River Reflections

**Moved By: Gail Code
Seconded By: Ray Scissons**

WHEREAS Council of the Corporation of the Township of Drummond/North Elmsley held a public meeting on September 6, 2016 to consider a proposed zoning by-law under Section 34 of the Planning Act, RSO 1990, as amended;

AND WHEREAS Council deems it advisable to change the proposed zoning by-law, prior to its final passing, to include modifications clarifying the scale and location of the requested land uses and further, to place the requested land uses in holding zones to ensure completion of servicing and access requirements prior to development;

NOW THEREFORE BE IT RESOLVED that no further notice is to be given in respect of the proposed zoning by-law, pursuant to Section 34 (17) of the Planning Act, RSO, 1990, as amended.

**Carried
17-032**

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

**Moved By: Gail Code
Seconded By: Ray Scissons**

BE IT RESOLVED THAT By-law #2017-011 being a By-law to confirm the proceedings of Council at its meeting of March 14, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-033**

11.0 ADJOURNMENT

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:06 p.m.

**Carried
17-034**

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #3 CoW-MARCH 14, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 Code Road Landfill 2016 Annual Report

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley adopts the 2016 Annual Monitoring Report for the Code Road Waste Site prepared by McIntosh & Perry Consulting Engineers Ltd.

“A” 2. Township of Lake of Bays – Housing & Planning Resolution

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the Township of Lake of Bays resolution regarding Schedule 5 of Bill 7 – an act to amend or repeal various acts with respect to housing and planning as it relates to property standards.

“A” 3. United Townships of Head, Clara & Maria – Property Standard Resolution

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the United Townships of Head, Clara & Maria resolution in opposition to the potential downloading of property standards by-laws and enforcement.

“A” 4. Canal Bank Road/Riverside Drive Resurfacing – Budget Deviation

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves a budget deviation in the estimated amount of \$25,000 for the design and engineering of Riverside Drive and Canal Bank Road in a 50% funding partnership with the Town of Perth;

AND FURTHERMORE THAT this project be funded from reserves for the engineering of the Riverside Drive and Canal Bank Road reconstruction project.

“A” 5. Perth Recreation Feasibility Study

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley receives the presentation on the Perth Recreation Feasibility Study as information.

“A” 6. Perth and District Little League Provincial Baseball Championship

“B” 6. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves a \$750 donation to the Perth and District Little League for the Major Provincial Baseball Championship.

“A” 7. Rideau Canal Landscape Committee Awards Program

“B” 7. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves a \$250 donation to the Rideau Corridor Landscape Strategy Steering Committee for the awards program to recognize its 10th year anniversary

All of which is respectfully submitted by:

Deputy Reeve Gail Code

**Direction by the Head of council:
Council may remove items in Section “B” to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #3 CoW-March14, 2017 is hereby adopted this 28th day of March, 2017.

AUBREY CHURCHILL, REEVE

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-012

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on March 28, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 28th day of March 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#8 Council Meeting, April 11, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

**#7 Council Meeting of March 28, 2017.
Township Council Chambers**

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members disclosed a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of March 14, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of March 14, 2017 as circulated.

**Carried
17-035**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of March 28, 2017 as circulated.

**Carried
17-036**

3.0 DELEGATIONS: None

Note: George Sachs declared a pecuniary interest for Item A6/B6 as he is president of the Perth and District Little League Club. Item A6/B6 was pulled from the consent agenda and voted on separately.

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **March 14, 2017**

“A” 1 Code Road Landfill 2016 Annual Report

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley adopts the 2016 Annual Monitoring Report for the Code Road Waste Site prepared by McIntosh & Perry Consulting Engineers Ltd.

“A” 2. Township of Lake of Bays – Housing & Planning Resolution

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the Township of Lake of Bays resolution regarding Schedule 5 of Bill 7 – an act to amend or repeal various acts with respect to housing and planning as it relates to property standards.

“A” 3. United Townships of Head, Clara & Maria – Property Standard Resolution

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the United Townships of Head, Clara & Maria resolution in opposition to the potential downloading of property standards by-laws and enforcement.

“A” 4. Canal Bank Road/Riverside Drive Resurfacing – Budget Deviation

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves a budget deviation in the estimated amount of \$25,000 for the design and engineering of Riverside Drive and Canal Bank Road in a 50% funding partnership with the Town of Perth;

AND FURTHERMORE THAT this project be funded from reserves for the engineering of the Riverside Drive and Canal Bank Road reconstruction project.

“A” 5. Perth Recreation Feasibility Study

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley receives the presentation on the Perth Recreation Feasibility Study as information.

“A” 7. Rideau Canal Landscape Committee Awards Program

“B” 7. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves a \$250 donation to the Rideau Corridor Landscape Strategy Steering Committee for the awards program to recognize its 10th year anniversary.

Deputy Reeve Gail Code presented and read Report #3 CoW-March 14, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT Report #3 CoW-March 14, 2017, excluding Item A6/B6, is hereby adopted this twenty-eighth day of March 2017.

**Carried
17-037**

**Moved By: Ray Scissons
Seconded Gail Code**

“A” 6. Perth and District Little League Provincial Baseball Championship

”B” 6. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves a \$750 donation to the Perth and District Little League for the Major Provincial Baseball Championship.

**Carried
17-038**

5.0 BY-LAWS: None

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

**Moved By: Gail Code
Seconded By: Ray Scissons**

BE IT RESOLVED THAT By-law #2017-012 being a By-law to confirm the proceedings of Council at its meeting of March 28, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-039**

11.0 ADJOURNMENT

**Moved By: Gail Code
Seconded By: Ray Scissons**

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:06 p.m.

**Carried
17-040**

Reeve

Clerk Administrator



REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #4 CoW-MARCH 28, 2017

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Intelivote for Internet/Telephone Voting Services

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Deputy Clerk to engage Intelivote for the provision of internet/telephone voting services for the 2018 election, and

FURTHERMORE THAT the provisions of By-law 2007-078 Procurement By-law be exempted.

"A" 2. County Wide Economic Development Strategic Plan

"B" 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the County-Wide Economic Development Strategic Plan, and

FURTHERMORE THAT Councillor Steve Fournier and Cindy Halcrow, Clerk Administrator, represent the Township on the County-Wide Economic Development Strategy Committee.

"A" 3. Resignation of the Shawn Merriman, Chief Building Official

"B" 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the resignation of the Shawn Merriman, Chief Building Official, effective April 28, 2017 with regrets.

All of which is respectfully submitted by:

Deputy Reeve Gail Code

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior
to introducing a motion to accept the report in its entirety.**

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #4 CoW-March 28, 2017 is hereby adopted this 11th day of April, 2017.

AUBREY CHURCHILL, REEVE

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-013

ROAD ALLOWANCE USE AGREEMENT

BEING A BY-LAW to enter into a Road Allowance Use Agreement between the Rideau Lakes ATV Club, the Corporation of the Township of Drummond/North Elmsley and the Corporation of the Township of Montague

WHEREAS, Section 5 (3) of the Municipal Act 2001 S.O. Chapter 25 states that the powers of a municipality shall be exercised by by-law;

AND WHEREAS the Township of Drummond/North Elmsley is in agreement with the Road Allowance Use Agreement

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows;

1. **THAT** the Council of the Corporation of the Township of Drummond/North Elmsley enter into an agreement with the Corporation of the Township of Montague and the Rideau Lakes ATV Club;
2. **THAT** Schedule "A" attached hereto shall be read with and form part of this By-law.
3. **THAT** should any sections of this By-law, including any section or part of the schedule attached hereto be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

BY-LAW read a first, second and third time and finally passed on the 11th day of April 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

ROAD ALLOWANCE USE AGREEMENT

PARTIES

The parties to this Agreement are:

1. Rideau Lakes ATV Club
("RLATVC")
Address: 312 Hwy 15 Smiths Falls, Ontario, K7A 5B8
Fax: *
Email: rideaulakesatvclub@gmail.com
2. The Corporation of the Township of Drummond/North Elmsley
("DNE")
Address: 310 Port Elmsley Road, R. R. #5, Perth, Ontario K7H 3C7
Fax: (613) 267-2083
E-Mail: admin@dnetownship.ca
3. The Corporation of the Township of Montague
("Montague")
Address: 6547 Roger Stevens Drive, Smiths Falls, Ontario, K7A 4W6
Fax: 613-283-3112
E-Mail: info@township.montague.on.ca

BACKGROUND:

1. Carroll Road is a highway which forms a boundary line between DNE and Montague and, as such, DNE and Montague (collectively the "**Municipalities**") have joint jurisdiction over it pursuant to s. 28 and 29 of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto.
2. The membership of RLATVC wishes to use a section of Carroll Road for the purpose of a designated off-road vehicle recreational trail.
3. Carroll Road is subject to the provisions of DNE ATV By-Law 2013-010 and Montague ATV By-Law No.3273-2012
4. The section of Carroll Road to be used for the purpose of a designated off-road vehicle recreational trail is set out in Schedule "A" attached hereto (the "**Recreational Trail**").
5. Pursuant to s. 27(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25 and amendments thereto, "if a highway is under joint jurisdiction of two or more municipalities, a by-law in respect of the highway must be passed by all of the municipalities having jurisdiction over the highway".
6. The Municipalities have each passed by-laws determining that the request by RLATVC to use a section of Carroll Road for the purpose of a designated off-road vehicle recreational trail by the members of RLATVC is appropriate and allowing the entering into of this Road Allowance Use Agreement ("**Agreement**") outlining the conditions and requirements to be met and maintained by RLATVC for the use of the Recreational Trail.

AGREEMENT

In consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. The Municipalities consent to the members of RLATVC using the Recreational Trail on the terms and conditions contained herein.
2. The parties acknowledge and agree that the initial term of this Agreement is five (5) years commencing 01/05/2017 and ending 30/04/2022.
3. All costs associated with implementing and maintaining any of the conditions of this Agreement shall be borne by RLATVC.
4. RLATVC acknowledges that the Recreational Trail forms part of the highway under the joint jurisdiction of the Municipalities and therefore the rights of the members of the RLATVC to use it is not exclusive.
5. RLATVC acknowledges that the use of the Recreational Trail shall be in accordance with:
 - a. all applicable federal and provincial laws and municipal by-laws; and,
 - b. the provisions, guidelines and requirements of the Ontario Federation of All Terrain Vehicle Clubs, as may be amended from time to time, provided such provisions, guidelines and requirements do not conflict with any provision of this Agreement or applicable law(s).
6. RLATVC shall, at its expense, erect and maintain clear signage as per the best practices set out in the guidelines of the Ontario Federation of All Terrain Vehicle Clubs and/or as required by either DNE or Montague or both of them. This shall include, but not be limited to, all necessary signage where the Recreational Trail intersects with a maintained highway or railway and may include indication that the Recreational Trail is a 'recreational trail' to satisfy the Occupiers' Liability Act.

Prior to erecting the signs, RLATVC shall obtain the consent of the Municipalities as to the wording and placement of the signs. The parties acknowledge and agree that the wording of the signs shall be reviewed by the Municipalities and/or RLATVC on a periodic basis and DNE and/or Montague may require that the wording be amended from time to time. The parties agree that the costs of all signs shall be borne by RLATVC.

All signage shall be regularly inspected no less than once every six (6) months by competent persons with RLATVC. Inspection logs are to be maintained and necessary maintenance to the signs shall be carried out immediately by members of RLATVC.

7. Upon execution of this Agreement, RLATVC shall submit written evidence from the adjacent municipalities confirming that permission has been lawfully granted for the use of their property to access the Recreational Trail.
8. The Parties agree that the use of the Recreational Trail is at the sole risk of the users and members of RLATVC.
9. RLATVC agrees that neither it nor their members or agents shall perform any

maintenance or repairs of the Recreational Trail without the prior written consent of both DNE and Montague, which consent may be unreasonably withheld.

10. RLATVC shall, at all times, maintain Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by RLATV including members relating to this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees, volunteers and members as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause. Such insurance shall add the Municipalities as Additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipalities.

The said insurance policy shall not be cancelled unless the Insurer notifies the Municipalities in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Municipalities.

Any and deductibles applicable to the above noted insurance policy shall be the sole responsibility of the RLATVC and the Municipalities shall not be liable for any deductibles.

RLATVC acknowledges that the Municipalities are entitled to request any changes and/or additions to insurance requirements that they deem necessary, at their sole discretion, during the life of this Agreement. RLATVC will provide evidence of compliance with any requested changes and/or additions within 10 business days of any request by either DNE or Montague.

11. RLATVC shall provide proof of insurance to the Municipalities upon execution of this Agreement and annually by January 15th of each year thereafter.
12. RLATVC shall save harmless and indemnify the DNE and/or Montague, their respective officers, employees, agents and assigns from and against any liability, loss, claims, demands, costs and expenses (including reasonable legal fees), suits or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from or attributable to any term or provision of this Agreement or arising from incidents involving RLATVC and its members arising from the use of the Recreational Trail by its members or other invites or agents, whether occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the RLATVC, their officers, employees, members, volunteers or other persons for whom the RLATVC is legally responsible.
13. If any matter or thing required to be done by or paid by RLATV pursuant to this Agreement is not done or paid by them in accordance with the provisions of this Agreement and such default continues, in addition to all other remedies available to it, DNE and/or Montague may arrange to complete such matters or things, and DNE and/or Montague may recover all expenses incurred or all payments required to be made by

RLATVC in connection with this Agreement by civil action.

14. Provided that RLATVC has duly and regularly performed the covenants, conditions and provisos contained herein, and subject to obtaining the consent of the Municipalities, RLATVC shall have the option to renew the Agreement by notice to the Municipalities not later than 60 days prior to the initial term (failing which this option to renew is null and void), for one additional term of five (5) years on the same terms and conditions except there shall be no further option to renew.
15. Any one of the Parties may terminate this Agreement by providing 180 days' written notice to the other Parties. Regardless of which party provides notice of termination, during the notice period, RLATVC will fully and dutifully implement all requirements of the approved decommissioning plan (the "Plan"), copy of which is attached as Schedule "B". Failure to implement the decommissioning plan in full will entitle the Municipalities to use any and all funds held in trust to implement the Plan, and further, any additional costs above and beyond any funds held in trust shall be recoverable from the RLATVC and/or its officers and members.
16. RLATVC agrees that all costs incurred by DNE and/or Montague in connection with the drafting and execution of this Agreement and related documents, and all costs of any action taken by DNE and/or Montague in enforcing the terms of this Agreement shall be borne by and the responsibility of RLATVC and its members.

MISCELLANEOUS

17. In this Agreement, the number and gender shall be construed as the context may require.
18. The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.
19. Time shall be of the essence of this Agreement.
20. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.
21. Any dispute occurring among the Parties relating to the interpretation or implementation of any of the provisions of this Agreement shall be resolved in accordance with the following provisions:
 - a. The Parties shall first attempt in good faith to resolve such dispute by mediation.
 - b. If any issue in dispute is not resolved by mediation, it shall be submitted to arbitration. In that event, the following rules shall apply:
 - i. The arbitration shall be conducted by a single arbitrator appointed either by agreement between or among the disputing parties or, in default of such agreement, by a Judge of the Superior Court of Justice.
 - ii. Unless otherwise agreed by the disputing parties, the arbitration shall be conducted in the Town of Perth.
 - iii. The procedure to be followed shall be agreed upon by the disputing parties or, in default of such agreement, shall be determined by the arbitrator.
 - iv. The arbitration shall proceed in accordance with the provisions of the *Arbitration Act, 1991* (Ontario).

- v. The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie there from. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- 22. This Agreement shall not be amended or modified in any respect otherwise than in writing and executed by the parties hereto or their respective heirs, administrators, successors or assigns.
- 23. The parties agree to execute all reasonably necessary documents in order to give effect to the terms and effect of this agreement.
- 24. This Agreement shall be governed by the laws of the Province of Ontario.
- 25. Execution of this Agreement and all subsequent notices, correspondence and documentation may be by way of facsimile transmission directed to the parties at the fax numbers listed on page 1 of this Agreement (if any) or by email to the email addresses listed on page 1 of this Agreement (if any).

Alternatively, any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses on page 1 of this agreement.

If notice is given by prepaid registered post, it shall be deemed given seven days after the date of mailing.

A party may change his fax number, email address or postal address by notice to the other party at any time provided the other party has acknowledged the change or the party giving the notice has confirmation that the notice was received.

- 26. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto.
- 27. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute the same agreement.
- 28. The date of this Agreement is the date on which the last party executes this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their hands and seals.

Rideau Lakes ATV Club

Per:

*

Witness

*

Name: Nicole Gilfillen
Title: President

Date: _____

*

Witness

*

Name: Rick Gilfillen
Title: Vice-President

Date: _____

We have authority to bind the Club

**The Corporation of the Township of
Drummond/North Elmsley**

Per:

*

Name: Aubrey Churchill
Title: Reeve

Date: _____

*

Name: Cindy Halcrow
Title: Clerk-Administrator

Date: _____

We have authority to bind the corporation

The Corporation of the Township of Montague

Per:

*

Name: Bill Dobson
Title: Reeve

Date: _____

*

Name: Jasmin Ralph
Title: Acting Clerk Administrator

Date: _____

We have authority to bind the corporation

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-014

**COMMUNAL SERVICES SYSTEMS
MUNICIPAL RESPONSIBILITY AGREEMENT**

BEING A BY-LAW to enter into Communal Services Systems Municipal Responsibility Agreement with 753367 Ontario Limited O/A South Shore Homes.

WHEREAS section 62 of the Ontario Water Resources Act provides that a Director of the Ministry of the Environment and Climate Change may provide to the Clerk of the Township a report indicating that it is the opinion of the Director that it is necessary in the public interest that water works or sewage works or any part thereof be established, maintained, operated, improved, extended, enlarged, altered, repaired or replaced and upon receipt of such report the Township shall implement the report, failing which the Director may order the Township to implement any report related to the provision of water or sewer systems and the costs of implementing said report shall be borne by the Township;

AND WHEREAS the Township may, under certain circumstances, undertake temporary or permanent responsibility for the operation, maintenance and management of Communal Services Systems as more particularly set out in this Agreement;

AND WHEREAS the parties acknowledge that it is in the best interests of the Township to enter into this Agreement to facilitate the development of the Owner's Lands;

AND WHEREAS, Section 5 (3) of the Municipal Act 2001 S.O. Chapter 25 states that the powers of a municipality shall be exercised by by-law

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows;

1. **THAT** the Council of the Corporation of the Township of Drummond/North Elmsley enter into an agreement with 753367 Ontario Limited O/A South Shore Homes
2. **THAT** Schedule "A" attached hereto shall be read with and form part of this By-law.
3. **THAT** should any sections of this By-law, including any section or part of the schedule attached hereto be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

BY-LAW read a first, second and third time and finally passed on the 11th day of April 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**COMMUNAL SERVICES SYSTEMS
MUNICIPAL RESPONSIBILITY AGREEMENT**

THIS AGREEMENT made in quadruplicate this _____ day of April, 2017.

BETWEEN:

753367 ONTARIO LIMITED O/A SOUTH SHORE HOMES

hereinafter referred to as the "**Owner**"

- and -

**THE CORPORATION OF THE TOWNSHIP OF
DRUMMOND/NORTH ELMSLEY**

hereinafter referred to as the "**Township**"

WHEREAS the Owner owns lands described in Schedule "B" of this Agreement upon which a mobile home development is proposed ("**Lands**");

AND WHEREAS the Owner intends to phase the construction of the development;

AND WHEREAS section 62 of the Ontario Water Resources Act provides that a Director of the Ministry of the Environment and Climate Change may provide to the Clerk of the Township a report indicating that it is the opinion of the Director that it is necessary in the public interest that water works or sewage works or any part thereof be established, maintained, operated, improved, extended, enlarged, altered, repaired or replaced and upon receipt of such report the Township shall implement the report, failing which the Director may order the Township to implement any report related to the provision of water or sewer systems and the costs of implementing said report shall be borne by the Township;

AND WHEREAS the Township may, under certain circumstances, undertake temporary or permanent responsibility for the operation, maintenance and management of Communal Services Systems as more particularly set out in this Agreement;

AND WHEREAS if the Township becomes temporarily or permanently responsible for the operation of the Communal Services Systems in accordance with the provisions of this Agreement, such Systems will be operated, maintained and managed by the Township on a full cost-recovery basis;

AND WHEREAS in the event that the Township becomes temporarily or permanently responsible for the operation of the Communal Services Systems in accordance with the provisions of this Agreement, the Owner will be obligated to retain ownership over the Communal Services Systems and liability therefore, with the understanding that the Township

shall assume responsibility on a fee for services basis, and not as an owner of the Communal Services Systems;

AND WHEREAS the parties agree that in the circumstances specified in this Agreement the Township may elect to assume ownership of and liability for the Communal Services Systems;

AND WHEREAS the parties acknowledge that it is in the best interests of the Township to enter into this Agreement to facilitate the development of the Owner's Lands;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained in this Agreement, the parties hereto covenant and agree as follows:

Definitions

1. In this Agreement the following words shall have the meanings as described below:

- a. "Environmental Compliance Approval" means an approval issued under the Authority of the Ontario Water Resources Act, the Environmental Protection Act or other applicable provincial legislation for the Communal Services Systems or a portion thereof;
- b. "Communal Services Systems" means the systems more particularly described in Schedule "A" to this Agreement to be designed, constructed, installed, operated, maintained and managed pursuant to the terms and conditions of this Agreement and any Environmental Compliance Approval issued for the Communal Services Systems. The Communal Services Systems are designed and operated for the sole use and benefit of the Owner's Lands. In this Agreement, a reference to "Communal Services Systems" includes a reference to any portion of the said systems as the circumstances and context require and includes all phases of such systems as they are constructed;
- c. "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c.30 as amended or replaced from time to time;
- d. "Consulting Engineer" means any consultants employed by the Owner with respect to the design, installation, and construction of the Communal Services Systems;
- e. "Default" means any one or more of the following:
 - i. failure by the Owner to meet two successive deadlines established by the Township for compliance with any provision of this Agreement;
 - ii. failure by the Owner to provide evidence satisfactory to the Township that steps are in progress to comply with a condition of an order or approval

issued by the Medical Officer of Health or the Ministry of the Environment and Climate Change with respect to the Communal Services Systems;

- iii. failure by the Owner to comply with a condition of an order or approval issued by the Medical Officer of Health or the Ministry of the Environment and Climate Change with respect to the Communal Services Systems within a timeframe established to obtain compliance;
 - iv. receipt by the Township of notice of a proposed cancellation or non-renewal of any form of Security required by this Agreement to be provided to the Township by the Owner, where no alternate form of Security acceptable to the Township has been provided by the Owner within ten (10) days prior to the cancellation or expiry of the existing Security;
 - v. any act or omission of the Owner which, in the opinion of the Township or the Medical Officer of Health, causes the operation and maintenance of the Communal Services Systems by the Owner to be or become so faulty as to be detrimental to those persons being served by the Communal Services Systems;
 - vi. receipt by the Township of notice that the Owner has ceased or threatens to cease carrying on business, whether such cessation of business be either voluntary or involuntary;
 - vii. receipt by the Township of notice of the impending insolvency of the Owner;
 - viii. receipt by the Township of notice of the impending insolvency of any surety of the Owner, where no alternate surety acceptable to the Township has been provided by the Owner within ten (10) days prior to the cancellation or expiry of any of the Security provided pursuant to the Agreement;
 - ix. failure by the Owner to meet its obligations to any third party that would affect the operation, maintenance or management of the Communal Services Systems.
- f. "Owner" means 753367 Ontario Limited o/a South Shore Homes or any successors in title;
- g. "Engineer's Certification" means a certificate of compliance issued by the Consulting Engineer in accordance with the requirements of the Safe Drinking Water Act or other applicable provincial legislation for the Communal Services Systems or a portion thereof;
- h. "Environmental Protection Act" means the Environmental Protection Act, R.S.O. 1990,

c.E.19, as amended or replaced from time to time;

- i. "Lands" means those lands and premises of the Owner on which the Communal Services Systems will be situated, which lands and premises are more particularly described in Schedule "B" to this Agreement;
- j. "Maintenance" includes repair and replacement, and the words "maintain", "maintains", and "maintained" shall have similar meanings;
- k. "Medical Officer of Health" means the Medical Officer of Health of the Leeds, Grenville and Lanark District Health Unit;
- l. "Ministry of the Environment" means the Ministry of the Environment and Climate Change for the Province of Ontario or any other agency designated by either the Province of Ontario or the Ministry of the Environment to act on its behalf;
- m. "Ontario Water Resources Act" means the Ontario Water Resources Act, R.S.O. 1990, c 0.40, as amended or replaced from time to time;
- n. "Safe Drinking Water Act" means the Safe Water Drinking Act, R.S.O. 2002, c.32 as amended or replaced from time to time;
- o. "Security" shall mean all liquid instruments, including but not limited to cash, Irrevocable Letters of Credit and performance bonds in a form satisfactory to the Township, required from time to time to be posted by the Owner to secure the operation, maintenance and management of the Communal Services Systems in accordance with the terms and conditions of this Agreement;
- p. "Substantial Completion" shall have the same meaning as set out in subsection 2(1) of the Construction Lien Act, R.S.O. 1990, c.C.30, as amended or replaced from time to time, with respect to the Communal Services Systems, as certified by the Consulting Engineer;
- q. "Township" means the Corporation of the Township of Drummond/North Elmsley.

Construction of the Communal Services Systems

- 2. The Owner represents and warrants that it is the registered and beneficial owner of the Lands described in Schedule "B".
- 3. The Owner covenants and agrees that it will at its own cost and expense design, construct and install the Communal Services Systems in, over, along and upon the Lands, to the satisfaction of the Ministry of the Environment and Climate Change, for the sole purpose of providing water and sewage services to the Lands and the proposed development thereof. Wherever this Agreement refers to Communal Services Systems, it shall be deemed to refer to any portion thereof and if the

Systems are constructed in phases, this Agreement shall apply to each phase with such modifications as are necessary to give effect to the intent of the parties.

4. The Owner covenants and agrees to prepare entirely at its own cost and expense all plans, specifications, profiles, contours, and other engineering material, drawings and data required to implement this Agreement. The Owner shall ensure that all such plans satisfy all government laws and regulations, including but not limited to the Ontario Water Resources Act, the Safe Drinking Water Act and the Environmental Protection Act and to comply with all regulations thereto, including the Ministry of the Environment and Climate Change design guidelines for water treatment plants and sewage treatment plants, and that all such plans are prepared in accordance with sound engineering and construction standards and practices applicable to Communal Services Systems of the kind and nature set out in this Agreement, sufficient to obtain all required Environmental Compliance Approvals for the Communal Services Systems.
5. The Owner covenants and agrees to comply with all laws regulating the design, construction and installation of the Communal Services Systems, including but not limited to the Ontario Water Resources Act, the Safe Drinking Water Act and the Environmental Protection Act, and regulations thereto, and to exercise due diligence at all times with respect to the design and construction of the Communal Services Systems.
6. The Owner acknowledges and agrees that all materials to be supplied by the Owner with respect to the Communal Services Systems shall be of good quality and appropriate in design and construction for the Communal Services Systems to be installed.
7. The Owner covenants and agrees to establish contingency plans and procedures and to make available adequate equipment and material dealing with emergency and upset conditions, including but not limited to equipment breakdowns, of the Communal Services Systems to the satisfaction of the Township. The Owner shall establish notification procedures to be used to contact the Township and the Ministry of the Environment and Climate Change and other relevant authorities in the case of all emergency and upset conditions.
8. The Owner covenants and agrees to ensure that all equipment for the Communal Services Systems carry a warranty which will be in effect for a minimum period of one (1) year from the date the Communal Services Systems commence operation and shall ensure that such warranty may be transferred to the Township upon the Township's permanent assumption of the operation, maintenance and management of the Communal Services Systems in the event of a Default by the Owner, at no cost to the Township.
9. The Owner covenants and agrees that, prior to the occupation of the first dwelling unit in any phase of development, it will provide to the Township and the Medical Officer of Health and/or the Ministry of the Environment and Climate Change, as applicable, a report from a qualified professional demonstrating that water samples from the Communal Services System meet the requirements as set out in the Safe Drinking Water

Act, Regulation 169/03 as amended from time to time, with respect to health related parameters, to the satisfaction of the Ministry of the Environment and Climate Change.

10. The Owner covenants and agrees not to commence any work on the construction of the Communal Services Systems until it has received all necessary permits and approvals required by any applicable law.
11. The Owner covenants and agrees to register notice of this Agreement on title to the Lands at its sole cost and expense and shall provide to the Township a duplicate registered copy of this Agreement within thirty (30) calendar days of execution by the last of the parties to this Agreement. The Owner shall not make any application or permit or authorize any person to make application, to remove notice of this Agreement from the title to the Lands without the written consent of the Township.
12. The Owner further covenants and agrees to include a reference to this Agreement in (i) any agreement of purchase and sale of all dwelling units to be connected to the Communal Services Systems or any portion thereof, (ii) the Declaration for any condominium corporation created for the Lands, and (iii) in any lease agreement for property serviced by the Communal Services Systems or any portion thereof. The Owner covenants and agrees to ensure that any agreement for lease, rental or purchase of any interest in any of the dwelling units situated on the Lands shall include an acknowledgement by the lessee, renter or purchaser that he/she/it has been advised that the Township assumes no liability for ensuring that the non-health related parameters of the water comply with the Ontario Drinking Water Quality Standards.
13. All work shall be inspected and certified by the Owner's Consulting Engineer, which certificate shall be under seal and shall confirm that the Communal Services Systems have been designed, constructed and installed in accordance with the plans, drawings and specifications approved by the applicable authorities, which plans, drawings and specifications are considered to form a part of this Agreement even if they are not physically attached hereto. The form of said certificate shall be satisfactory to the Township, acting reasonably.
14. All work done by the Owner pursuant to this Agreement may be inspected by the Township and the Medical Officer of Health and/or the Ministry of the Environment and Climate Change, as applicable, from time to time and as often as they shall deem necessary. The Owner covenants and agrees to notify the Township and the Medical Officer of Health and/or the Ministry of the Environment and Climate Change, as applicable, of the construction of each phase of the Communal Services Systems so that the Township and Medical Officer of Health and/or the Ministry of the Environment and Climate Change, as applicable, may conduct all necessary inspections.
15. The Township and Medical Officer of Health and/or the Ministry of the Environment and Climate Change, as applicable, shall have free and unrestricted access at all times to the Communal Services Systems and the Lands for the purposes of monitoring the progress of the construction and ensuring the Developer's compliance with any and all

of its obligations contained herein.

16. The Township and the Medical Officer of Health and Medical Officer of Health and/or the Ministry of the Environment and Climate Change, as applicable, shall also have free and unrestricted access, at all times subsequent to the completion of the construction of the Communal Services Systems, over, under and on the Lands for the purposes of inspecting the Communal Services Systems, inspecting and monitoring the quality of the water and wastewater produced by the Communal Services Systems and ensuring the Developer's compliance with any and all of its obligations contained herein.
17. Save and except for any dwelling unit occupied at the date of execution of this Agreement, the Owner covenants and agrees that it shall not apply for or obtain an occupancy permit or building permit for the construction or occupancy of any dwelling unit to be connected to the Communal Services Systems, or any portion thereof, until the Communal Services Systems have been completed and the following have been provided to the Township:
 - a. a certificate of Substantial Completion issued by the Consulting Engineer; and
 - b. the Security required by this Agreement.
18. The Owner covenants and agrees to provide to the Township, at the Owner's sole cost and expense, "as built" plans showing the location of the Communal Services Systems and other underground utilities, within one (1) month of the completion of the installation of the Communal Services Systems. The "as built" plans shall be certified by the Owner's Consulting Engineer. The Owner shall provide the Township with access (internet references or on-site paper) to all operating and maintenance manuals for the Communal Services Systems at the Owner's sole cost and expense within one (1) month of the completion of the installation of the Communal Services Systems, or any phase thereof. The Owner shall also provide the Township with access to any and all amendments or updates to said operating and maintenance manuals which may occur within one (1) month of the Owner receiving same.
19. The Owner covenants and agrees that it shall not add to, alter, or extend the Communal Services Systems or construct additional Communal Services Systems without the prior written approval of the Township, the receipt of any required Environmental Compliance Approval from the Ministry of the Environment and Climate Change and the approval of all other appropriate approval authorities.
20. In the event that any addition, alteration or extension of the Communal Services Systems or construction of additional Communal Services Systems is approved, then such addition, alteration, extension or additional construction shall be subject to the terms of this Agreement or such other terms as the parties may mutually agree upon by amendment to this Agreement.
21. For greater certainty, and without limiting any of the foregoing, the parties agree:

- a. That the Owner may develop in phases; and
 - b. That the Owner shall notify the Township in writing in advance of its intent to construct any additional phase of development that requires connection to the Communal Services Systems, or any portion thereof.
22. Prior to constructing any addition, alteration or extension of the Communal Services Systems or construction of additional Communal Services Systems, the Owner shall apply for and obtain a by-law of the Township lifting the holding symbol in the Zoning By-law in whole or in part.

Operation, Maintenance and Default by Owner

23. The Owner covenants and agrees to operate and maintain the Communal Services Systems at its sole cost and expense and without contribution from the Township. Save and except where the Owner is in Default, as defined under this Agreement, or where the Township assumes the operation, maintenance and management of the Communal Services Systems in accordance with the provisions of this Agreement, the Owner shall have full control and management thereof and the Owner shall comply with all applicable laws, with respect to the operation, maintenance and management of the Communal Services Systems, to the satisfaction of the Ministry of the Environment and Climate Change and all other approval authorities. The Owner agrees to exercise due diligence at all times with respect to the operation, maintenance and management of the Communal Services Systems.
24. The Owner covenants and agrees that all operators of the Communal Services Systems shall be certified in the appropriate operators' classification by the Ministry of the Environment and Climate Change.
25. The Owner covenants and agrees that the Communal Services Systems shall be subject to a water quality monitoring program in accordance with the requirements of the Safe Drinking Water Act, Regulation 170/03, as amended or replaced from time to time. Such monitoring program shall be undertaken at the sole cost and expense of the Owner.
26. The Owner covenants and agrees to provide to the Township the following:
- a. copies of all reports and inspection reports submitted by the Owner or on behalf of the Owner to the Ministry of the Environment and Climate Change, as required by the Ontario Drinking Water Standards, the Drinking Water System Approval, the Owner's Environmental Compliance Approval and Permit to Take Water, if required;
 - b. copies of any and all directions, orders and inspection reports issued by the Ministry of the Environment and Climate Change to the Owner in relation to the Communal Services Systems;
 - c. copies of any and all directions and orders from the Medical Officer of

Health in relation to the Communal Services Systems;

- d. paper or electronic copies of operations and equipment maintenance manuals where said manuals have been changed or updated in the previous calendar year;
- e. a summary of all power failure events and the Owner's responses thereto; for greater certainty, the Owner shall report any power failure events not backed-up by the generator operated by the Owner and resulting in the loss of power; and
- f. a description of any deficiencies in the Communal Services Systems, outstanding maintenance and repair items, an estimate of the remaining life of the Communal Services Systems and recommendations for capital and operation improvements; this requirement shall be limited to the following period from substantial completion, Year 10, Year 15, Year 20 and thereafter every 3 years.

27. Without limiting the generality of the foregoing, the Owner shall :

- a. prepare and submit to the Township an annual report on or before May 30 in each year, which report shall describe operation of the Communal Services System for the preceding calendar year. The annual report shall contain a description, at a minimum, of all preventative and ongoing maintenance, any non-compliance with applicable laws and how non-compliance was rectified, the schedule of maintenance and repairs for the upcoming year and results of all tests, samples and reports submitted to any governmental agency related to the Communal Services Systems;
- b. provide to the Township annually a corporate resolution or other declaration acknowledging the receipt of the annual report and confirming that the current operation and maintenance budget is fully funded by the Owner;
- c. provide to the Township annually confirmation of the status of all reserve funds related to the Communal Services Systems; and
- d. provide to the Township a report from a qualified individual certifying the operating life of the Communal Services Systems and updating capital replacement budgets; this requirement shall be limited to the following period from substantial completion, Year 10, Year 15, Year 20 and thereafter every 3 years.

28. The Owner acknowledges and agrees that, in the event that the water fails to meet the not health-related parameters set out in the Ontario Drinking Water Quality Standards as issued by the Ministry of the Environment and Climate Change, neither the Township nor the Owner shall be required to take any remedial action to meet such not health-related parameters at any time during the construction, installation or operation of the Communal Services Systems, whether the Communal Services Systems are being

operated by either the Owner or the Township in accordance with the provisions of this Agreement.

29. The Owner covenants and agrees to ensure that any agreement for lease, rental or purchase of any interest in any of the dwelling units situated on the Lands shall include an acknowledgement by the lessee, renter or purchaser that he/she/it has been advised that the Township assumes no liability for ensuring that the not health-related parameters of the water comply with the Ontario Drinking Water Quality Standards.
30. The Developer covenants and agrees to supply and install all equipment as required from time to time by the Ministry of the Environment and Climate Change and any other applicable authorities to ensure that the Communal Services Systems operate in accordance with all applicable laws, the Engineer's Certification and all other applicable authorities.
31. The Developer acknowledges and agrees that in the event of the temporary or permanent operation, maintenance and management of the Communal Services Systems by the Township in accordance with the provisions of this Agreement, the Township shall not be liable in any manner for any loss in the quantity of the water or any reduction in the quality of the water.
32. If, in the reasonable opinion of the Township, the Developer commits any act of Default as defined in this Agreement, the Township may serve upon the Developer a notice prescribing the nature of the default, the remedial actions necessary and the time by which all remedial actions must be taken. Upon receipt of a notice of default, the Developer shall take all steps necessary to rectify the default. Where the Developer has not rectified the default to the satisfaction of the Township, acting reasonably, within the time provided in the notice, the Township may temporarily operate, maintain and manage the Communal Services Systems or appoint a private operator, and all of the Township's costs and expenses associated therewith, on a full cost recovery basis, shall be borne by the Developer. The Township will agree to extend any deadline necessary to correct the deficiencies noted in the notice of default provided that the Developer is diligently working to correct the deficiencies and there is no risk to public health or safety.
33. In the event that the Township temporarily or permanently operates, maintains and manages the Communal Services Systems, such operation, maintenance and management shall:
 - a. be deemed to be performed as an agent of the Owner;
 - b. be deemed to constitute a service for which the Township may impose fees or charges in accordance with the Municipal Act on all owners and lessees of lands benefiting from the Communal Services Systems;
 - c. be subject to cost recovery by the Township where the Township elects not to

proceed by way of fees and charges by-law. The Township may invoice the Owner for all costs and expenses of maintenance, operation and management of the Communal Services Systems and such other costs and expenses as are set out in any applicable legislation and the Owner hereby covenants to pay such costs and expenses, as invoiced by the Township;

- d. be subject to local improvement charges at the option of the Township, and where the Townships elects to proceed by way of local improvement charges, the Owner hereby irrevocably consents to any application by the Township to the Ontario Municipal Board to approve the local improvement charge and further agrees not to subscribe to or support any petition to oppose the local improvement charge and further agrees not to appeal or support any appeal to the Ontario Municipal Board related to the local improvement charge; and constitute services for which the Township may draw upon any Security posted with the Township; and
 - e. constitute services for which the Township may draw upon any Security posted with the Township and for which the Township may encumber the Communal Services Systems;
- 34. The Township agrees that it first exercise its rights against the Developer, including drawing upon any Security posted with the Township, prior to electing from the owners and lessees of lands benefitting from the Communal Services Systems.
 - 35. The Owner acknowledges and agrees that the Township shall be under no obligation to assume, nor have any responsibility for, the Communal Services Systems constructed on the Lands, except as provided for in this Agreement.
 - 36. The Owner acknowledges and agrees that the Township is under no obligation under this Agreement to construct or complete the construction of the Communal Services Systems should such systems not be constructed or completed by the Owner.
 - 37. The Owner hereby grants to the Township an irrevocable license to permit the Township and its agents and employees unobstructed, twenty-four (24) hour per day access over the Lands and the Communal Services Systems and all of their components and the right to repair, operate, maintain, inspect, monitor and replace the Communal Services Systems and for such other reasonable purposes as the Township may require where the Township assumes permanent or temporary operation, maintenance and management of the Communal Services Systems; , save and except access into any portion of the Lands actually being occupied as a residential dwelling unit. In non-emergency situations, the Township shall provide the Owner with 24 hour notice of its intention to access the Lands.

Transfer of Responsibility to Township

- 38. The Owner further agrees that it will authorize the Township to assume the permanent

operation, maintenance and management of the Communal Services Systems upon receipt of an order from the Ministry of the Environment and Climate Change requiring such.

39. In the event of the permanent operation, maintenance and management of the Communal Services Systems by the Township in accordance with the provisions of this Agreement, title to the Communal Services Systems will remain with the Owner. The Owner will execute all necessary documents, consents and authorizations as may be deemed necessary by the Township to permit the Township to encumber such Communal Services Systems and the Lands for the purpose of obtaining funding necessary for the operation, maintenance and management of the Communal Services Systems. In the event that the Township assumes the permanent operation, maintenance and management of the Communal Services Systems paragraphs 33- 37 apply with such necessary modifications as are necessary to give effect to this Agreement.
40. The Owner covenants and agrees to be responsible at its sole cost and expense for landscaping, grass cutting, grounds keeping and snow removal on the Lands, notwithstanding the permanent assumption of operation, maintenance and management of the Communal Services Systems by the Township.
41. The costs for preparation and registration of any documents required to be provided by the Owner pursuant to the provisions of this Agreement shall be borne by the Owner.

Financial Security

42. The Owner covenants and agrees to contribute to a reserve fund upon the Substantial Completion of the Communal Services Systems, or each such system where the development proceeds in phases, the amounts specified in Schedule "C" to fund the capital reserve for the entire development of all phases of the Communal Services Systems.
43. The parties acknowledge and agree that the capital equipment replacement costs of the Communal Services Systems are set out in Schedule "C" to this Agreement, subject to revision in accordance with this Agreement. The parties acknowledge and agree that capital upgrades and replacement shall be the responsibility of the Owner. Owner shall have the right to draw from the reserve account for engineering reports, repairs, capital upgrades and replacements with the consent of the Township (acting reasonably).
44. The Owner acknowledges and agrees that, once deposited; all of the funds in the reserve account shall remain in place in perpetuity notwithstanding the fact that the Township may have assumed the temporary or permanent operation, maintenance and management of the Communal Services System in accordance with the provisions of this Agreement.
45. The Township shall be solely entitled to draw upon the funds deposited in the reserve account in accordance with this Agreement at any time and from time to time at the discretion of the Township:

- a. to rectify any deficiency in the operation or maintenance of the Communal Services Systems;
 - b. to pay the cost of any matter or obligation for which the Owner is liable under this Agreement, including but not limited to the Owner's failure to pay to the Township the operating, maintenance and management costs incurred by the Township during the temporary or permanent assumption of operating, maintenance and management of the Communal Services Systems and any capital replacement costs; and
 - c. to remedy any Default of the Owner.

- 46. In the event that the Township draws upon the Security as set out in this Agreement, then the Developer shall provide to the Township additional Security so as to restore the overall value of the Security as required by this Agreement, upon the request of the Township.

- 47. Two (2) years from the date that substantial completion occurs for any phase of development and every five (5) years thereafter, for each phase of development, the Township has the right to review the funds in the reserve account requirements of this Agreement and determine if a recalibration of the contributions to the reserve account is required. In particular:
 - a. the Township, acting reasonably, shall review the monies deposited as security for the capital reserve and shall determine if an adjustment to the quantum or payment schedule is necessary;
 - b. the Township, acting reasonably, shall review the funds in the reserve account then being held by the Township for the estimated cost of operating, maintaining and managing the Communal Services Systems, as required under this Agreement, and shall determine if an adjustment to the amount of such Security is necessary in order for the said Security to equal the cost of operating, maintaining and managing the Communal Services Systems for a one (1) year calendar period, based on the actual operating, maintenance and management costs incurred by the Owner and/or the Township during the review period.

- 48. The Owner and the Township agree that the Township's decision as to any recalibration of the monies, payment schedule or any combination thereof shall be final and binding and that the Owner shall make such additional monthly contributions to the reserve account forthwith upon being requested by the Township (acting reasonably). The Owner covenants and agrees to provide the Township all documents, which in the Township's sole opinion, acting reasonably, are necessary for the Township to conduct its reviews of the said reserve account.

- 49. The Owner covenants and agrees to pay all accounts owing to the Township for the express obligations incurred under this Agreement within thirty (30) days of the date of each invoice from the Township.

50. If the Owner neglects or fails to pay any outstanding accounts and charges, or fails to provide such additional Security or monies as may be requested by the Township in accordance with this Agreement, then the Township shall have the authority to recover such outstanding accounts and charges as provided in this Agreement or otherwise as permitted by law and in equity.

Insurance

51. The Owner covenants and agrees to purchase and maintain in force, at its sole cost and expense, including the payment of all deductibles, the policies of insurance set out in Schedule "D" to this Agreement and to require from any contractor it retains to construct and install the Communal Services Systems and from any Consulting Engineer that it retains to design and oversee construction and installation of the Communal Services Systems, the policies of insurance set out in Schedule "D" to this Agreement.

Indemnity

52. The Owner shall indemnify and keep indemnified and save harmless the Township, its officers, officials, employees, contractors and agents from all loss, damage, cost and expense of every nature and kind whatsoever arising from or in consequence of the design, construction, installation, maintenance, operation and management of the Communal Services Systems or any other matter under this Agreement, including but not limited to any untruth or inaccuracy in any representation, warranty or covenant contained in this Agreement, whether such loss, damage, cost or expense is incurred by reason of negligence or without negligence on the part of the Owner, and whether such loss, damage, cost or expense is sustained by the Township or the Owner or their several and respective employees, servants and agents, or any other person or corporation.
53. This indemnity shall survive the permanent or temporary assumption of operation, maintenance and management of the Communal Services Systems by the Township.

Additional Provisions

54. The Township acknowledges its responsibility pursuant to s.62 of the Ontario Water Resources Act only upon the temporary or permanent operation, maintenance and management of the Communal Services Systems by the Township.
55. Any dispute between the parties with respect to this agreement shall, at the request of a party, be submitted to arbitration pursuant to the Arbitrations Act and the decision of the arbitrator shall be final and binding on the parties. The arbitration shall be conducted by a single arbitrator appointed either by agreement between or among the disputing parties or, in default of such agreement, by a Judge of the Superior Court of Justice;
- (a) The procedure to be followed shall be agreed upon by the disputing parties or, in default of such agreement, shall be determined by the arbitrator;

- (b) The arbitration shall proceed in accordance with the provisions of the *Arbitration Act*, 1991 (Ontario);
 - (c) The decision arrived at by the arbitrator shall be final and binding and no appeal shall lie therefrom. Judgement upon the award of rendered by the arbitrator may be entered in any Court having jurisdiction.
56. Each party shall pay its own costs of the arbitration and shall share equally the costs of the arbitrator(s).

Notice

57. Any notice under this Agreement shall be sufficiently given by personal delivery, e-mail delivery, or by prepaid registered mail,

in the case of the Township to:

The Township of Drummond/North Elmsley
310 Port Elmsley Road
R.R.#5, Perth, Ontario
K7H 3C7

admin@dnetwork.ca

in the case of the Owner to:

820 Drummond Concession 7
Perth, Ontario
K7H 3C8

ssh@bellnet.ca

58. Such addresses may be changed from time to time by either party giving notice to the other in accordance with this Agreement. If a question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day delivered, transmitted (if transmitted between the hours of 9:00 a.m. and 5:00 p.m. on a business day of the receiving party and otherwise on the first business day of the receiving party following the date of transmission) or on the fifth (5th) day after it was mailed, despite any strikes, lockouts or other disruptions of the mail service, whichever is the earlier.

Commencement

59. This Agreement shall be in force upon its execution and may only be terminated with the consent of the parties.

General Provisions

60. This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and supersedes all prior understandings and agreements, whether written or oral.
61. This Agreement may be amended only by a further instrument in writing, signed by the parties hereto or their successors or assigns.
62. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as applicable in the Province of Ontario.
63. Each provision of this Agreement shall be severable from the other and the invalidity or unenforceability of any provisions shall not affect the validity or enforceability of any other provision.
64. No reference to or exercise of any specific right or remedy by the Township shall prejudice or preclude the Township from any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein, and the Township may from time to time exercise any one or more of such remedies independently or in combination.
65. This Agreement shall be read with such changes of gender or number or corporate status as the context may require.
66. Except as precisely stated to the contrary elsewhere herein, in computing the number of days, for the purpose of this Agreement, all days shall be counted including Saturdays, Sundays and legal holidays, provided however that if the final day of any period shall fall on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or legal holiday.
67. The parties hereto shall sign such further and other documents do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.
68. All of the covenants and conditions contained in this Agreement shall be deemed to be covenants running with the Lands and shall be binding upon the parties, their successors and assigns.
69. The parties hereto agree that all obligations or agreements contained in this Agreement shall be deemed to be covenants.
70. The Owner, prior to the registration of this Agreement, shall obtain for registration postponement agreements from each and every mortgagee registered on title and from all other persons with a registered or unregistered interest in the Lands, subordinating and postponing all its (their) right, title and interest in the Lands to this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement

OWNER

I/We have authority to bind the Corporation

**THE CORPORATION OF THE TOWNSHIP OF
DRUMMOND/NORTH ELMSLEY**

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule "A"
Description of Communal Services Systems

1. Communal Waste Water Treatment System

The communal waste water treatment system will consist of the development of septic systems for 54 homes in the following phases:

- Four phases consisting of three (3) systems for 10 homes each
- One phase of two (2) systems for 9 homes each; and
- One phase of one (1) system for 6 homes.

Neither the sewage collection system nor the storm water collection system form part of this communal waste water treatment system. The communal waste water treatment system is more particularly described in the drawings and plans prepared by the Consulting Engineer, approved by the applicable authorities, and provided to the Township pursuant to the provisions of this Agreement, which drawings and plans are considered to form part of this Agreement even if they are not physically attached hereto.

2. Communal Water Supply System

The communal water supply system will consist of water well and water treatment plant for a total of 54 homes. The water distribution system and internal plumbing do not form part of this communal water supply system. The communal water supply system is more particularly described on the drawings and plans prepared by the Consulting Engineer, approved by the applicable authorities, and provided to the Township pursuant to this Agreement, which drawings and plans are considered to form part of this Agreement even if they are not physically attached hereto.

Schedule "B"
Legal Description of Lands

Part of Lot 21, Concession 6, Geographic Drummond; Township of Drummond/North
Elmsley

Schedule "C"
Security and Capital Replacement Reserve Provisions

These calculations are based on estimated costs for the operation, maintenance and management of the Communal Services Systems and for the replacement value of the Communal Services Systems.

(A) Annual Operating, Maintaining and Managing Costs for the Communal Services Systems

	Communal Water Supply System	Communal Waste Water Disposal System
Phase 1	\$800 per annum	\$868 per annum
Phase 2	Included as part of phase 1	\$868 per annum
Phase 3	Included as part of phase 1	\$868 per annum
Phase 4	Included as part of phase 1	\$781 per annum
Phase 5	Included as part of phase 1	\$781 per annum
Phase 6	Included as part of phase 1	\$521 per annum

(B) Capital Equipment Costs for the Communal Services Systems

	Communal Water Supply System	Communal Waste Water Disposal System	Total Capital Equipment Costs
Phase 1	\$20,560	\$46,500	\$67,060
Phase 2	Included as part of phase 1	\$46,500	\$46,500
Phase 3	Included as part of phase 1	\$46,500	\$46,500
Phase 4	Included as part of phase 1	\$42,150	\$42,150
Phase 5	Included as part of phase 1	\$42,150	\$42,150
Phase 6	Included as part of phase 1	\$29,100	\$29,100

(C)Annual capital replacement reserve fund payments

Security Deposit to be refunded when the reserve fund, based on the per household charge solely reaches the \$10,000 dollar level for a total of \$20,000.	\$10,000.00
Monthly contribution by lessees commencing on issuance of Occupancy Permit by Township) Annual inflation adjustments are to be made to the monthly contribution amount based on the Construction Price Index Ontario commencing January 1, 2018	\$9.00 per month per dwelling unit

The Owner and the Township agree that the following terms and conditions apply to the Reserve Fund:

- (a) The Owner shall open a reserve fund account at Bank of Montreal (Perth Branch) (the "Reserve Account");
- (b) Draws on the Reserve Account will require the signature of the Township;
- (c) In the event the Owner wishes to (i) undertake maintenance, (ii) obtain engineering or other expert reports, or (iii) make repairs to correct deficiencies with respect to the Communal Services Systems, the Owner will first submit an invoice to the Township for approval (acting reasonably). The Township will provide its decision within 5 business days of written request by Owner for funds;
- (d) the Township and Owner shall receive an annual statement setting out the activity of the reserve fund account for the preceding year as well as the year-end balance;
- (e) the reserve fund account shall be invested by the Township as permitted by law and all interest or other income earned shall be credited to the reserve fund account; and

Schedule "D" Insurance Provisions

1.

- (a) The Owner agrees to purchase and maintain in force, at its sole cost and expense, including the payment of all deductibles. The Township shall bear no cost towards any deductible or uninsured loss:
 - (i) Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause
 - (ii) Such insurance shall add the Township of Drummond North Elmsley as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.
 - (iii) Automobile liability insurance with respect to owned or leased vehicles (in excess of 30 days) used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.
 - (iv) Environmental Liability for a limit of not less than \$2,000,000. Coverage shall include third party bodily injury / property damage including on site and off site clean-up. If coverage is written on a claims made basis, such coverage shall include a 24 month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.
- (b) The insurance policy referred to in clause 1(a)(i) of this Schedule "D" shall be in force and effect prior commencement of work and thereafter until the Township has permanently assumed the operation, maintenance and management of the Communal Services Systems in accordance with the provisions of this Agreement.
- (c) The contractor shall provide the Township with a letter from their Insurer at the time of signing the agreement confirming that the above insurance is available. Certificates of Insurance, originally signed by authorized insurance representatives, or, if required by the Township, certified copies of policies, shall be delivered to the Township prior to the commencement of work and for all policy renewals thereafter during the term of this Agreement within sixty (60) days of their renewal date.
- (d) All insurers shall be licensed to do business in Ontario and such insurers and the insurance policy wordings and terms shall be acceptable to the Township.
- (e) The insurance certificates and policies shall contain a provision that the insurer shall not

cancel or materially change coverage as would affect this Agreement without providing the Township at least thirty (30) days prior written notice.

2. If the Owner or the contractor fails to arrange or fails to obtain or maintain any such policies or insurance referred to herein, the Township may do so (but is not obligated to) and may pay the premium and applicable sales tax, and in that event the Owner will reimburse to the Township the amount so paid as premium and applicable sales tax.
3. All insurance coverage which the Owner has agreed to require from its contractor in this Agreement shall be primary and not call into contribution any other insurance coverage available to the Township. The Owner shall not do or omit to do anything which would impair or invalidate the insurance policies.
4. The Owner further agrees to require from each Consulting Engineer retained by the Owner to design and oversee construction and installation of the Communal Services Systems, a policy of Professional Liability Insurance in an amount consistent with industry standard, covering a period ending no sooner than one year after the construction of all of the Communal Services Systems have been completed. The insurance certificates and policies shall contain a provision that the insurer shall not cancel or materially change coverage as would affect this Agreement without providing the Township at least thirty (30) days prior written notice. Certificates of insurance, originally signed by authorized insurance representatives, or if required by the Township, certified copies of policies, shall be delivered to the Township prior to the execution of this Agreement by the Township and for all policy renewals thereafter during the term of this Agreement within sixty (60) days of their renewal date.

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-015

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on April 11, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 11th day of March 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#9 Council Meeting, April 25, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#8 Council Meeting of April 11, 2017. Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of March 28, 2017

Moved By: Ray Scissons

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of March 28, 2017, as circulated.

**Carried
17-041**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of April 11, 2017 as circulated.

**Carried
17-042**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- March 28, 2017

“A” 1 Intelivote for Internet/Telephone Voting Services

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Deputy Clerk to engage Intelivote for the provision of internet/telephone voting services for the 2018 election, and

FURTHERMORE THAT the provisions of By-law 2007-078 Procurement By-law be exempted.

“A” 2. County Wide Economic Development Strategic Plan

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the County-Wide Economic Development Strategic Plan, and

FURTHERMORE THAT Councillor Steve Fournier and Cindy Halcrow, Clerk Administrator, represent the Township on the County-Wide Economic Development Strategy Committee.

“A” 3. Resignation of the Shawn Merriman, Chief Building Official

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the resignation of the Shawn Merriman, Chief Building Official, effective April 28, 2017 with regrets.

Deputy Reeve Gail Code presented and read Report #4 CoW-March 28, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Report #4 CoW-March 28, 2017 is hereby adopted this 10th day of April 2017.

Carried
17-043

5.0 BY-LAWS

5.1 2017-013 Road Allowance Use Agreement – Rideau Lakes ATV Club

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT By-law #2017-013, being a By-law to enter into a Road Allowance Use Agreement between the Rideau Lakes ATV Club, the Corporation of the Township of Drummond/North Elmsley and the Corporation of the Township of Montague and entitled, “Road Allowance Agreement”, be read a first, second and third time and finally passed in open Council.

Carried
17-044

5.2 2017-014 Communal Services Systems Municipal Responsibility Agreement.

The Clerk Administrator provided an update on the amended agreement after consultation with the Township's lawyer who recommended a \$10,000 security deposit up front. Council agreed that Mr. Robertson could pay \$1000 per household until the \$10,000 security deposit was reached.

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT By-law #2017-014, being a By-law to enter into Communal Services Systems Municipal Responsibility Agreement with Rodger Robertson and entitled, "Communal Services Systems Municipal Responsibility Agreement", be read a first, second and third time and finally passed in open Council.

Carried
17-045

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-15 being a By-law to confirm the proceedings of Council at its meeting of April 11, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-046

11.0 ADJOURNMENT

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:11 p.m.

Carried
17-047

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #5 CoW-April 11, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Report of the Public Works Manager – Extension of Cavanagh Construction Maintenance Material Contract 2017

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes extending the 2012 Maintenance Material Contract No. 2012-03 with Cavanagh Construction into 2017 at \$12.60/tonne, for Area 1 and \$15.05/tonne for Area 2 (plus applicable taxes) to supply and place 5/8" Granular M Class II Crusted Rock on selected Townships roads.

All of which is respectfully submitted by:

Councillor Ray Scissons

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #5 CoW-April 11, 2017 is hereby adopted this 25th day of April, 2017.

AUBREY CHURCHILL, REEVE

BY-LAW No. 2017-016
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley

SOURCE WATER PROTECTION

To establish Zoning policies and mapping to implement the Mississippi-Rideau Source Protection Plan and Official Plan Amendment No. 8 for the purpose of identifying and managing potential threats to municipal drinking water supplies.

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-016

ZONING BY-LAW AMENDMENT- SOURCE WATER PROTECTION

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1: Section 4 “General Provisions” is hereby amended to add the following subsection immediately following 4.31 “Temporary Use Zones”:

4.32 Source Water Protection

This Section applies to lands within the Source Water Protection Overlay Zone as shown on Schedule “A1” of this By-law. On these lands, the following provisions shall apply:

1. *All applications for development within the Source Water Protection Overlay shall be accompanied by a completed “Source Water Protection Checklist” unless exempted by the Municipality and/or the Risk Management Official (RMO).*
2. *The RMO is that person appointed by the Township in accordance with the Clean Water Act.*
3. *Properties having parts lying within the Overlay Zone may be developed without consultation with the RMO if the development will take place outside of the area described as being a part of the Overlay Zone.*
4. *Properties within the Overlay Zone may be developed for solely residential purposes without need for consultation with the RMO.*
5. *Any non-residential use that is proposed that has the potential to use, store or undertake the following types of activity, or which may use any of the items listed in this Section (definitions for these activities can be found in the Mississippi Rideau Source Water Protection Plan), shall be prohibited until it is demonstrated to the satisfaction of the Township and/or the RMO that the use does not represent a significant threat to drinking water:*
 - i) *Waste disposal sites*
 - ii) *On-site sewage systems with an effluent flow exceeding 10,000 litres per day;*
 - iii) *Agricultural Uses*
 - iv) *Handling and storage of commercial fertilizer, organic solvents or commercial pesticide to land*
 - v) *Handling or storage of fuel at private outlets*

- vi) *Handling and storage of road salt*
- vii) *Snow storage/disposal site*
- 6. *Any non-residential use that has the potential to impact the supply of water by removing water from an aquifer without returning it to the same aquifer shall not be permitted unless it has been demonstrated to the satisfaction of the RMO that the use would not be a significant drinking water threat.*

Section 3: Section 5 “Zones” is hereby amended by inserting the following section immediately after 5.7

5.7.1 Source Water Protection Overlay Zone

Lands zoned Source Water Protection Overlay, as shown on the Schedules by shading, shall be subject to all of the provisions of the zone in which the lands are located. However, on the lands on which this overlay is identified, the General Provisions for Source Water Protection shall apply in addition to those of the applicable zone and the other provisions of this by-law.

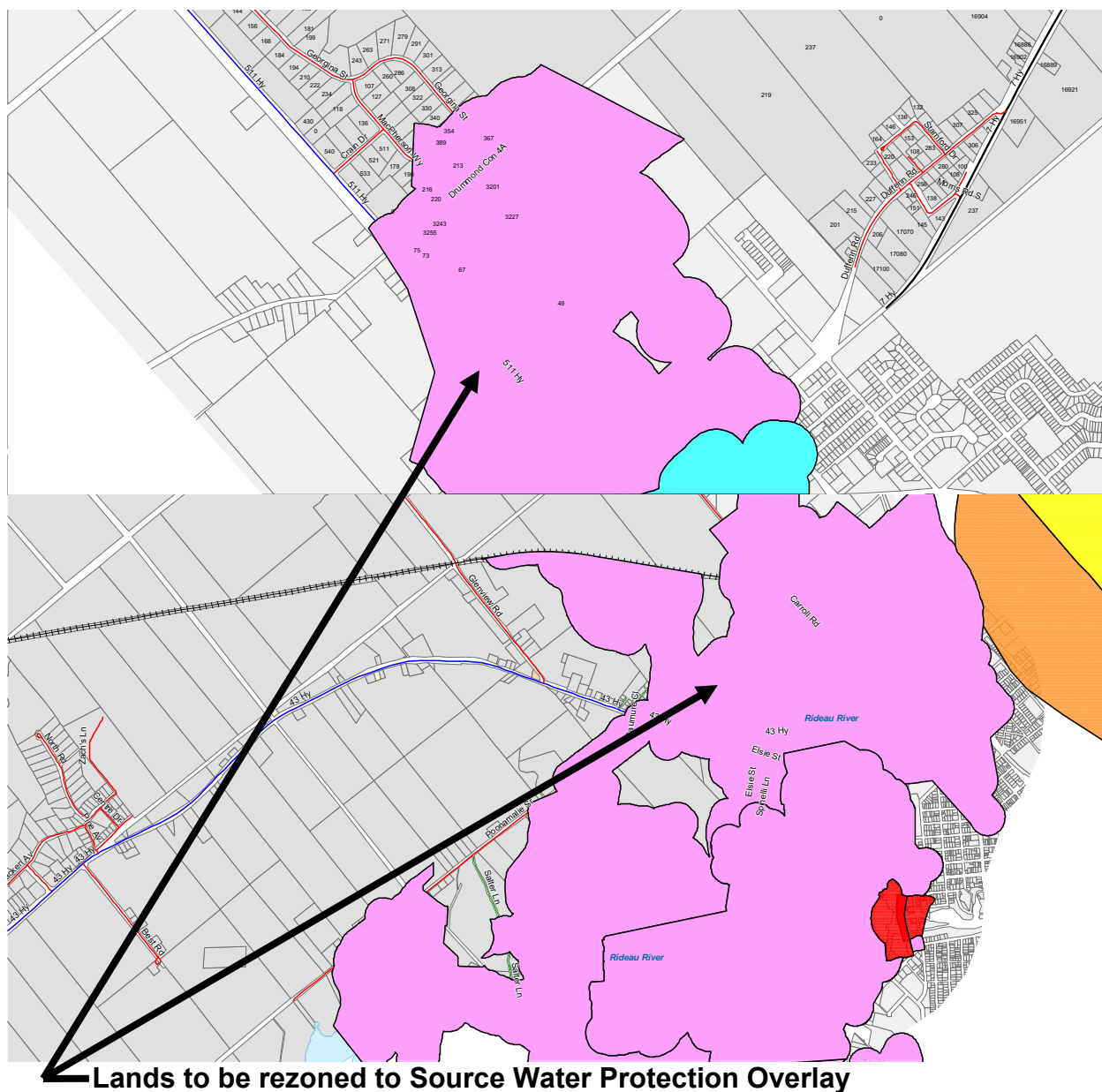
Section 4: Schedule “A1” of By-law No. 2012-060 is hereby amended to add the lands identified on Schedule “A” of this By-law as lands subject to the overlay for Source Water Protection.

Section 5: Schedule “A1” of By-law 2012-060 is hereby amended to add the title and applicable overlay tone for Source Water Protection Overlay Zone to the Legend as shown on Schedule “A” to this By-law.

Read a first, second and third time and finally passed this 25th day of April, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



This is **SCHEDULE "A"** to By-law No.2017-016 passed the 25th day of April, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

BY-LAW No. 2017-017
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley

RURAL SPECIAL EXCEPTION (RU-91) ZONE

John Leeflang and Harry Leeflang

Part of Lot 13, Concession 10
(Geographic Township of North Elmsley)

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-017

LEEFLANG ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1: The lands shown shaded on Schedule “A” attached to and forming part of this By-law, are the lands affected by this By-law.

Section 2: Section 7.4 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 7.4.90:

7.4.91 *RU-91: Part of Lot 13, Concession 1, North Elmsley Ward (2017-016)*

Notwithstanding any provisions of this By-law to the contrary, on the lands zoned RU-91 the minimum frontage on an opened and maintained public road shall be 0 m and a dwelling shall not be permitted.

Section 3: This By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 25th day of April, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



Land subject to By-law 2017-017

This is **SCHEDULE A** to By-law No.2017-017
passed the 25th day of April, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

APPENDICES

APPENDIX A True copy of all written submissions and supporting material.

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELSLEY**

BY-LAW NO. 2017-018

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on April 25, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 25th day of April 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#10 Council Meeting, May 9, 2017

AGENDA

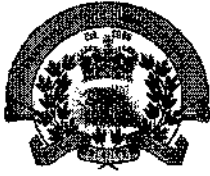
COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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11.0 ADJOURNMENT



Township of Drummond/North Elmsley

**#9 Council Meeting of April 25, 2017
Township Council Chambers**

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Regular Minutes of April 11, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of April 11, 2017, as circulated.

**Carried
17-048**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of April 25, 2017 as circulated.

**Carried
17-049**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- April 11, 2017

“A” 1 Report of the Public Works Manager – Extension of Cavanagh Construction Maintenance Material Contract 2017

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes extending the 2012 Maintenance Material Contract No. 2012-03 with Cavanagh Construction into 2017 at \$12.60/tonne, for Area 1 and \$15.05/tonne for Area 2 (plus applicable taxes) to supply and place 5/8” Granular M Class II Crushed Rock on selected Townships roads.

Councillor Ray Scissons presented and read Report #5 CoW-April 11, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Ray Scissons

Seconded By: Gail Code

BE IT RESOLVED THAT the Report #5 CoW-April 11, 2017 is hereby adopted this twenty-fifth day of April 2017.

**Carried
17-050**

5.0 BY-LAWS

5.1 2017-016 Source Water Protection

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-016, being a By-law to amend Comprehensive Zoning By-law No. 2012-060 to establish zoning policies and mapping to implement the Mississippi-Rideau Source Protection Plan and Official Plan Amendment No. 8, and entitled, “Source Water Protection”, be read a first, second and third time and finally passed in open Council.

**Carried
17-051**

5.2 2017-017 Leeflang Zoning Amendment

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-017, being a By-law to amend Comprehensive Zoning By-law No. 2012-060 for those lands described as Part of Lot 13, Concession

10, John Leeflang and Harry Leeflang and entitled, "Leeflang Zoning By-law Amendment", be read a first, second and third time and finally passed in open Council.

Carried

17-052

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Ray Scissons

Seconded By: Gail Code

BE IT RESOLVED THAT By-law #2017-018 being a By-law to confirm the proceedings of Council at its meeting of April 25, 2017, be read a first, second and third time and finally passed in open Council.

Carried

17-053

11.0 ADJOURNMENT

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:06 p.m.

Carried

17-054

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #6 CoW-APRIL 25, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 Rideau Ferry Regatta – Township Resources

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports staff involvement and the use of Township resources for the Rideau Ferry Regatta.

“A” 2. Sale of 92 Dynapac Landfill Compactor

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the sale of the 1992 Dynapac Landfill Compactor by way of a private sale to Mr. Ewen Alexander of Tatlock Ontario for the amount of \$7,500.

“A” 3. LED Streetlights

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley gives direction to the Manager of Public Works to proceed with a Public Tender to Supply and Install L.E.D. Street Lighting throughout the municipality to replace all existing High Pressure Sodium Street Lights, and

FURTHERMORE THAT Council approves that the funding source for the Street Light Upgrades to L.E.D. Illumination project be paid out of the Working Capital Reserve.

“A” 4. Petition for Drainage Works by Owners

“B” 4. WHEREAS the Council of the Corporation of the Township of Drummond/North Elmsley has received a Petition for Drainage Works by Owners under Section 4 of the Drainage Act, from landowners of Lot 9, Concession 10, Township of Drummond/North Elmsley;

AND WHEREAS the validity of the Notice will ultimately be determined by the Council appointed engineer, it is of the opinion of the Drainage Superintendent that there are sufficient signatures on the Notice to satisfy conditions of the Drainage Act, should Council decide to proceed as recommended.”

AND WHEREAS under Section 5(1) of the Drainage Act, Council has considered the Notice.

THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Drummond/North Elmsley decides to proceed with the drainage works;

AND FURTHERMORE THAT notice of the petition and its decision be sent to each petitioner, the clerk of each local municipality that may be affected, and the conservation authority.

“A” 5. Phase II of the Code Road Waste Site

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley gives direction to the Manager of Public Works to initiate a “Request for Proposal” for consulting services to proceed with the Operational and Development Plan for Phase II of the Code Road Waste Site ECA #A451101, and

FURTHERMORE THAT Council approves that the funding source for the Operational and Development Plan for Phase II be paid out of the Waste Site Capital Reserve.

“A” 6. Tender Results for Port Elmsley lands and property

“B” 6. THAT the Council of the Corporation of the Township of Drummond/North Elmsley does not accept any of the tenders submitted for the Port Elmsley lands and property and proceeds with listing the Port Elmsley property for sale by Brian Cavanagh, Royal LePage.

“A”7. No Parking Ferguson’s Falls

“B” 7. THAT the Council of the Corporation of the Township of Drummond/North Elmsley does not support no parking on both sides of Ferguson’s Falls road in the Hamlet boundaries of Ferguson’s Falls.

All of which is respectfully submitted by:

Councillor Ray Scissons

<p>Direction by the Head of council: Council may remove items in Section “B” to be voted on separately prior to introducing a motion to accept the report in its entirety.</p>
--

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #6 CoW-April 25, 2017 is hereby adopted this 9th day of May, 2017.

AUBREY CHURCHILL, REEVE

THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NUMBER 2017-019

APPOINTMENT OF CHIEF BUILDING OFFICIAL

BEING A BY-LAW TO APPOINT A CHIEF BUILDING OFFICIAL

WHEREAS Section 3 (2) of the *Building Code Act*, 1992, S.O. 1992, c. 23 , as amended, provides that the Council of each municipality shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of said *Act*,

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. **THAT** Peter Echlin is hereby appointed Chief Building Official for the Township of Drummond/North Elmsley effective May 15, 2017 and that the Chief Building Official shall perform the duties of the Chief Building Official as set out in the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, and every other Act and such other duties as are assigned by Council from time to time;
2. **THAT** remuneration for the above noted position shall be fixed by Council from time to time;
3. **THAT** Bylaw 2009-038 and any other by-law inconsistent with this by-law shall be and are hereby repealed.

Read a first, second and third time and passed this 9th day of May, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**THE CORPORATION OF THE TOWNSHIP OF
DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2012-020

BY-LAW ENFORCEMENT OFFICER APPOINTMENT

BEING A BY-LAW to appoint a By-law Enforcement Officer for the enforcement of the municipal by-laws.

WHEREAS Section 15(1) of the Police Services Act, R.S.O. 1990, c. P.15 permits a municipality to appoint an Officer for the enforcement of Municipal By-laws;

AND WHEREAS Section 15(2) of the Act states that Municipal law enforcement officers are peace officers for the purpose of enforcing municipal by-laws

AND WHEREAS Council of the Corporation of the Township of Drummond/North Elmsley deems it expedient to appoint a By-law Enforcement Officer;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. **THAT** Peter Echlin be and is hereby appointed By-law Enforcement Officer for the Township of Drummond/North Elmsley in accordance with the provisions of the said Act.
2. **THAT** this By-law shall take effect on May 15, 2017.
3. **THAT** Bylaw 2012-045 shall be and is hereby repealed.

By-law read a first, second and third time and finally passed this 9th day of May, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NUMBER 2017-021

BUILDING INSPECTOR APPOINTMENT BY-LAW

BEING a by-law to appoint building inspectors.

WHEREAS Section 3 (2) of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, provides that the Council of each municipality shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of said *Act*,

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. **THAT** the following persons are hereby appointed as the Building Inspectors for the Corporation of the Township of Drummond/North Elmsley:
 - a) Tracy Gallipeau-Nolan
 - b) Dan Prest
 - c) James Hunter
 - d) Thomas Gallagher
 - e) Kyle McRae
 - f) Shawn Merriman
2. **THAT** By-law 2014-055 shall be and is hereby repealed.

READ a first, second and third time and passed this 9th day of May, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-022

BEING a by-law to impose special charges for the undertaking of Road Works as local improvements on private property for the resurfacing of Dunlop Crescent and Ebb's Bay Drive.

WHEREAS Ontario Regulation 586/06 permits municipalities to undertake local improvement works on private property;

AND WHEREAS the Ebb's Bay Road Property Owners Association (EBPOA) made an application to the Township regarding the undertaking of Road Works as a local improvement on private property;

AND WHEREAS on August 5, 2016, the EBPOA, the Township and the Consenting Owners entered into an agreement in accordance with section 36.2 of the Regulation;

AND WHEREAS the Township enacted By-law 2016-032 on August 9, 2016 authorizing the Road Works to be undertaken as a local improvement on private property in accordance with the provisions of the Regulation and the agreement;

AND WHEREAS the Road Works have now been completed and the Treasurer has prepared a local improvement roll in accordance with the requirements of section 36.10 and has given notice of the Local Improvement Roll in accordance with section 36.11(1) of the Regulation;

AND WHEREAS the Treasurer on May 1, 2017 certified this Local Improvement Roll in accordance with section 36.11(2) of the Regulation (the "certified roll")

AND WHEREAS the Regulation provides that the Township may raise the cost of undertaking the Road Works as a local improvement on private property by imposing special charges on all of the Consenting Owners' property and that the special charges imposed in accordance with the Regulation have priority lien status as described in Section 1 of the Act;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/ North Elmsley hereby enacts as follows:

Definitions

1. In this By-law, including the recitals thereto:

"Act" means the Municipal Act, 2001, as amended;

"Agreement" means the agreement between the EBPOA, the Township and the Consenting Owners made pursuant to section 36.2 of the Regulation certified by the

Township Clerk as a sufficient in accordance with section 36.4 of the Regulation;

"Certified Roll" means local improvement roll certified by the Treasurer on May 1, 2017, a copy of which is attached as schedule "A" to this by-law;

"EBPOA" means the Ebb's Bay Property Owners Association;

"Council" means the Council of the Township;

"Consenting Owner" means the owners who have entered into the Local Improvement Agreement for the resurfacing of Ebbs Drive and Dunlop Crescent;

"Regulation" means Ontario Regulation 586/06, as amended;

"Road Works" means the resurfacing and minor improvements of Ebb's Bay Drive and Dunlop Crescent;

"Township" means The Corporation of the Township of Drummond/North Elmsley;

"Treasurer" means the person appointed by Council, as the Treasurer for the Township or his/her designate;

Special Charges

2. The amount of \$1,849.85 specially charged on each property of the Consenting Owners as set out in the Certified Roll is sufficient to raise that Consenting Owner's share of the cost of the Road Works in accordance with the payment provisions set out in the certified roll.
3. A special charge of \$1,849.85 is imposed on the property of the Consenting Owners payable in full on April 28, 2017 or payable with interest thereon by such annual installment payments the Consenting Owner(s) may elect to pay in accordance with the requirements of the certified roll.
4. The special charges imposed shall have priority lien status as described in Section 1 of the Act;

Administration

5. This By-law shall be administered and by the Treasurer.

Schedules

6. Schedule "A" Certified Roll is hereby declared to form part of this By-law.
7. This By-law shall come into force and take effect upon the enactment thereof.

BY-LAW read a first, second and third time and finally passed on the 9th day of May 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

SCHEDULE "A" CERTIFIED ROLL

**Municipal Act, 2001, as amended
Ontario Regulation 586/06 as amended (the "Regulation")
Certified Local Improvement Roll (the "Roll")**

1. In this Roll:

"Agreement" means the agreement made August 5, 2016 between the EBPOA, the Township and the Consenting Owners pursuant to section 36.2 of the Regulation certified by the Township Clerk Administrator as a sufficient in accordance with section 36.4 of the Regulation;

"EBPOA" means the Ebb's Bay Property Owners Association;

"Council" means the council of the Township;

"Consenting Owner" means the owners who have entered into the Local Improvements Agreement for the resurfacing of Ebbs Bay Drive and Dunlop Crescent

"Road Works" means the resurfacing and minor improvements of Ebb's Bay Drive and Dunlop Crescent;

"Special Charge" means the amount \$1,849.85 to be specially charged on each Consenting Owners' property set out in the Certified Roll as set out in Appendix "A" hereto;

"Township" means The Corporation of the Township of Drummond/North Elmsley;

"Treasurer" means the person appointed by Council, as the Treasurer for the Township or his/her designate;

- 2. The EBPOA made an application to the Township for the undertaking of Road Works as a local improvement on private property. On August 5, 2016 the EBPOA, the Township and the Consenting Owners entered into the Agreement in accordance with section 36.2 of the Regulation and the Township Clerk Administrator has certified this Agreement as a sufficient in accordance with section 36.4 of the Regulation.**
- 3. The Township has enacted By-law 2016-032 on August 9, 2016 authorizing the Road Works to be undertaken as a local improvement on private property in accordance with the provisions of the Regulation and the Agreement.**

4. The Road Works have now been completed and the Treasurer has prepared this proposed Roll setting out the matters referred to in section 36.10 of the Regulation.

5. The costs of the Road Works which will have a lifetime of 15 years are:

Resurfacing costs:	\$114,025.57
Legal Costs	\$2,458.52
Less EBPOA payment	<u>-\$12,892.38</u>
Amount to be Repaid	\$103,591.71

Special Charge per Property:

Consenting Owners 1/56 th Share	\$1,849.85
EBPOA 4/56 th Shares	\$7,399.40

6. Each Consenting Owner will be specially charged in accordance with the Agreement and this Certified Roll in the amounts set out in Schedule "A" to this proposed Certified Roll by the Township enacting a Special Charges By-law in accordance with Section 36.14 of the Regulation and the Agreement.
7. The Special Charges to be imposed by the By-law and subject to section 11 will become due and payable on April 28, 2017.
8. In the event a Consenting Owner makes the election provided for in section 11 by April 28, 2017, the Special Charge imposed on that Consenting Owner's property shall become due and payable in the amounts, at the times and in accordance with section 11.
9. In the event a Consenting Owner fails to make an election provide for in section 10 by April 28, 2017 the full amount of the Special Charge imposed on that Consenting Owner's property shall become due and payable on May 1, 2017.
10. In the event a Consenting Owner makes an election provided for in section 11 by April 28, 2016, the Special Charge to be imposed on that Property by the By-law will become due and payable in the amounts, at the times and in accordance with section 11.
11. In addition to paying the full and complete Special Charge referred to in accordance with section 7, a Consenting Owner may elect to pay the special charges in the following ways:
 - 1) By notice of the payment election form delivered to the Treasurer no later than April 28, 2017 in the form prescribed by the Treasurer in accordance with section 9, to pay the Special Charge of \$1,849.85 together with interest thereon in annual payments of \$210.53 at the rate of 2.53 percent per annum over a period of ten (10) years in two instalments of the Final

Tax Bill per year (which include a portion of the special charge and interest thereon). Instalments will be due on the dates the municipal taxes are due in each and every year from and including the two payments in 2017 to and including the two final tax instalments of 2026, (such instalments to be applied first in payment of the interest due from time to time, and the balance to be applied in reduction of the special charge owing) and the balance of the special charge with interest thereon as aforesaid shall be due an payment on the date of the municipal instalments of 2026.

- 2) A Consenting Owner or EBPOA may at any time or times pay the whole unpaid balance of the Special Charge together with interest thereon to the date of payment.**
- 12. The Treasurer shall in accordance with Section 36.11 of the Regulation give notice of this proposed Roll to the Consenting Owners by prepaid regular mail, together with a payment election form prescribed by the Treasurer for the purpose of the Consenting Owners making the election referred to in section 11.**

APPENDIX "A"
Certified Local Improvement Roll

NAME	ROLL #	PROPERTY	AMOUNT	ANNUAL REPAYMENT
Les and Terrie Iven	0919 919 025 21950	103 Dunlop Cres	\$1,849.85	\$210.53
Gordon and Marilyn Beckstead	0919 919 025 21940	109 Dunlop Cres	\$1,849.85	\$210.53
Alana Catherine Rockburne	0919 919 025 21930	115 Dunlop Cres	\$1,849.85	\$210.53
Jon and Gail Coxworth	0919 919 025 21920	131 Dunlop Cres	\$1,849.85	\$210.53
Ed and Linda Carew	0919 919 025 21910	133 Dunlop Cres	\$1,849.85	\$0.00
Rachel Beth and Kevin Edward Wills	0919 919 025 21900	141 Dunlop Cres	\$1,849.85	\$210.53
Nicole Lane & Brent Groh	0919 919 025 21600	147 Dunlop Cres	\$1,849.85	\$210.53
David and Catherine Stewart	0919 919 025 24600	152 Dunlop Cres	\$1,849.85	\$210.53
Bruce Weston	0919 919 025 21500	153 Dunlop Cres	\$1,849.85	\$210.53
Rick and Barbara Hannah, Robert & Jean Susan Livingston	0919 919 025 21000	161 Dunlop Cres	\$1,849.85	\$0.00
Scott Dickson and Sandra Arklie-Dickson	0919 919 025 20200	181 Dunlop Cres	\$1,849.85	\$210.53
Susan and Colin Jack	0919 919 025 20202	187 Dunlop Cres	\$1,849.85	\$210.53
Aileen Ethel Turner	0919 919 025 20201	189 Dunlop Cres	\$1,849.85	\$0.00
Beverley Philpott and Gerald Rudd	0919 919 025 27900	101 Ebbs Bay Dr	\$1,849.85	\$210.53
Linda Smith	0919 919 025 27600	103 Ebbs Bay Dr	\$1,849.85	\$210.53
David McWilliams	0919 919 025 27400	115 Ebbs Bay Dr	\$1,849.85	\$210.53
David McWilliams	0919 919 025 27300	119 Ebbs Bay Dr	\$1,849.85	\$210.53
Janice Rivington	0919 919 025 27200	123 Ebbs Bay Dr	\$1,849.85	\$210.53
Domenic and Maria Cassone	0919 919 025 27100	131 Ebbs Bay Dr	\$1,849.85	\$0.00
Donald and Joanne Griffin	0919 919 025 27000	143 Ebbs Bay Dr	\$1,849.85	\$210.53
Shaun and Lynn Card	0919 919 025 26900	147 Ebbs Bay Dr	\$1,849.85	\$210.53
Sharon Rothwell and Keith Sabiston	0919 919 025 26800	149 Ebbs Bay Dr	\$1,849.85	\$0.00
Richard Dakers and Melissa Kuesters Dakers	0919 919 025 28900	150 Ebbs Bay Dr	\$1,849.85	\$210.53
Harry and Margaret Honey	0919 919 025 26700	157 Ebbs Bay Dr	\$1,849.85	\$210.53
Mary Angel	0919 919 025 26600	159 Ebbs Bay Dr	\$1,849.85	\$0.00
John and Fern Rothwell	0919 919 025 26500	165 Ebbs Bay Dr	\$1,849.85	\$0.00
Susan Fortin	0919 919 025 26400	171 Ebbs Bay Dr	\$1,849.85	\$210.53
Pierre and Susan Fortin	0919 919 025 26300	181 Ebbs Bay Dr	\$1,849.85	\$210.53
Gerard and Odette Godard	0919 919 025 28300	186 Ebbs Bay Dr	\$1,849.85	\$0.00
Nicolas and Rosalee Gariepy	0919 919 025 26200	187 Ebbs Bay Dr	\$1,849.85	\$210.53

NAME	ROLL #	PROPERTY	AMOUNT	ANNUAL REPAYMENT
Liz Krivososov and John Kenny	0919 919 025 26100	199 Ebbs Bay Dr	\$1,849.85	\$210.53
John Reed and Josee Lavergne	0919 919 025 23800	217 Ebbs Bay Dr	\$1,849.85	\$210.53
Shirley Kent	0919 919 025 23103	218 Ebbs Bay Dr	\$1,849.85	\$210.53
Cindy McCuaig and Bruce Marshal	0919 919 025 23600	235 Ebbs Bay Dr	\$1,849.85	\$210.53
Michael and Kelli Wright	0919 919 025 23500	237 Ebbs Bay Dr	\$1,849.85	\$210.53
David Richardson	0919 919 025 22900	241 Ebbs Bay Dr	\$1,849.85	\$0.00
Christopher and Shannon Lee Clark	0919 919 025 24300	242 Ebbs Bay Dr	\$1,849.85	\$210.53
Nancy Blackwell	0919 919 025 22800	251 Ebbs Bay Dr	\$1,849.85	\$210.53
Patricia Toth	0919 919 025 22700	259 Ebbs Bay Dr	\$1,849.85	\$210.53
Gordon and Norma Hutcheson	0919 919 025 22600	263 Ebbs Bay Dr	\$1,849.85	\$210.53
Marie Pauline Mason	0919 919 025 22400	267 Ebbs Bay Dr	\$1,849.85	\$210.53
Russell Wilson	0919 919 025 22200	275 Ebbs Bay Dr	\$1,849.85	\$210.53
Graham Moyer	0919 919 025 22000	279 Ebbs Bay Dr	\$1,849.85	\$210.53
Julia Wilson and Randolph Heggart	0919 919 025 22100	282 Ebbs Bay Dr	\$1,849.85	\$210.53
Carolyn Costello and Eleanor Rothwell	0919 919 025 21980	285 Ebbs Bay Dr	\$1,849.85	\$210.53
Russ Wilson Company Limited	0919 919 025 24500	288 Ebbs Bay Dr	\$1,849.85	\$210.53
Domenic Cinanni and Lori Rothwell-Cinanni	0919 919 025 21970	291 Ebbs Bay Dr	\$1,849.85	\$210.53
Wilfred and Erika Kuesters	0919 919 025 25200	294 Ebbs Bay Dr	\$1,849.85	\$210.53
Thomas Uhryniw and Brigitte Benard	0919 919 025 25300	298 Ebbs Bay Dr	\$1,849.85	\$210.53
Phyllis Gorman	0919 919 025 21960	299 Ebbs Bay Dr	\$1,849.85	\$210.53
Christopher Morgan	0919 919 025 25900	310 Ebbs Bay Dr	\$1,849.85	\$210.53
Shayne Salter	0919 919 025 18500	315 Ebbs Bay Dr	\$1,849.85	\$210.53
Ebbs Bay Property Owners Association	0919 919 025 18550		\$7,399.40	\$842.12

I, Linda Van Alstine, do hereby certify the Local Improvements Roll for the resurfacing of Dunlop Crescent and Ebbs Bay Drive.

Linda Van Alstine
Treasurer

May 1, 2017

Appendix B

STATEMENT OF THE COST OF LOCAL IMPROVEMENTS EBBS BAY DRIVE AND DUNLOP CRESCENT

The following is a statement of the costs for the reconstruction of Ebbs Bay Drive and Dunlop Crescent.

Expenses:

Legal fees (preparation and consultation for the local improvements agreement)	\$2,458.52	
 Road Reconstruction Costs	 <u>\$114,025.57</u>	 \$116,484.09

Revenues:

Repayment of portion of legal fees	\$2,392.38	
EBPOA lump sum payment	<u>\$10,500.00</u>	<u>-\$12,892.38</u>

Amount to be Repaid		\$103,591.71
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Calculation of Individual Cost

1/56 th Share	\$1,849.85
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Borrowing Costs

Interest rate of 2.53% for ten years	\$14,306.71	
1/56 th share	<u>\$255.48</u>	<u>\$2,105.33</u>

Annual Repayment Amount (for ten years 2017-2026)	\$210.53
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I, Linda Van Alstine, certify these costs to be true and complete for the reconstruction of Ebbs Bay Drive and Dunlop Crescent

Linda Van Alstine
Treasurer

February 8, 2017

**BY-LAW No. 2017-023
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley**

HIGHWAY COMMERCIAL HOLDING (CH-h7) ZONE

Michael and Margaret Forward

**Part of Lot 4, Concession 3
(Geographic Township of Drummond)**

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-023

FORWARD ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Sec. 1: The lands shown shaded on Schedule "A" attached to and forming part of this By-law, are the lands affected by this By-law.

Sec. 2: Schedule "A1" of By-law No. 2012-060 is hereby amended by changing the zoning on the affected lands from Rural to Highway Commercial Holding (CH-h7).

Sec. 3: Section 14.3 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 14.3.3:

14.3.5 CH-h7, Concession 3, Lot 4, Drummond Ward (By-law 2017-023)

On the lands zoned CH-h7, the holding zone shall be lifted with respect to all of the permitted uses in the CH Zone following the submission of a detailed development plan and completion, to the satisfaction of the Township, of the following:

- 1. A Stormwater quality and quantity management plan;*
- 2. An Environmental Impact Study that, subsequent to the scoped Environmental Impact Statement prepared by Geofirma Engineering dated December 23, 2013, evaluates the impacts of the development on adjacent natural heritage features;*
- 3. A traffic impact study to determine the appropriate location of an access to the subject land relative to the specific commercial use(s) being proposed. The traffic study shall be accepted in writing by the Ministry of Transportation and implemented in an agreement between the Owner(s) and the Ministry that addresses appropriate improvements required relative to the location of the access and any improvements required to Highway 7 to accommodate the traffic generated by the proposed development. If the accepted traffic impact study determines that access to the subject lot is required to be relocated from the current shared access then a reciprocal access easement shall be obtained to ensure continued legal highway access to all affected properties;*
- 4. Any studies that may be required to demonstrate that the proposed development can be satisfactorily serviced and accommodated with no unacceptable impacts on ground water resources; and*
- 5. Registration on Title of a Site Plan Agreement that implements the development standards for commercial development as outlined in the Official Plan and implements any of the required conditions relating to the preceding sections.*

Sec. 4: This By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 9th day of May, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



Land subject to By-law 2017-023; rezoned from Rural to Highway Commercial Holding (CH-7h)

This is **SCHEDULE A** to By-law No.2017-023
passed the 9th day of May, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

APPENDICES

APPENDIX A True copy of all written submissions and supporting material.

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-024

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on May 09, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 9th day of May 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#11 Council Meeting, May 23, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#10 Council Meeting of May 9, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of April 25, 2017

Moved By: Ray Scissons

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of April 25, 2017 as circulated.

**Carried
17-055**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of May 9, 2017 as circulated.

**Carried
17-056**

3.0 DELEGATIONS: None

4.0 CLOSED SESSION

4.1 Personal matters about an identifiable individual – CBO Appointment

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley shall hereby hold a closed session of Council at 5:07 p.m. to discuss matters pertaining to the CBO Appointment;

AND THAT the Clerk Administrator and Deputy Clerk remain in the room

Carried
17-057

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley hereby returns to regular session at 5:11 p.m.

Carried
17-058

Rise And Report

Moved By: Steve Fournier
Seconded By: George Sachs

THAT Council hires Peter Echlin as the new Chief Building Official effective May 15, 2017.

Carried
17-059

5.0 COMMITTEE & BOARD REPORTS

5.1 Committee of the Whole Report to Council

- **April 25, 2017**

“A” 1 Rideau Ferry Regatta – Township Resources

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports staff involvement and the use of Township resources for the Rideau Ferry Regatta.

“A” 2. Sale of 92 Dynapac Landfill Compactor

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the sale of the 1992 Dynapac Landfill Compactor by way of a private sale to Mr. Ewen Alexander of Tatlock Ontario for the amount of \$7,500.

“A” 3. LED Streetlights

- “B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** gives direction to the Manager of Public Works to proceed with a Public Tender to Supply and Install L.E.D. Street Lighting throughout the municipality to replace all existing High Pressure Sodium Street Lights, and

FURTHERMORE THAT Council approves that the funding source for the Street Light Upgrades to L.E.D. Illumination project be paid out of the Working Capital Reserve.

- “A” 4. Petition for Drainage Works by Owners**

- “B” 4. WHEREAS** the Council of the Corporation of the Township of Drummond/North Elmsley has received a Petition for Drainage Works by Owners under Section 4 of the Drainage Act, from landowners of Lot 9, Concession 10, Township of Drummond/North Elmsley;

AND WHEREAS the validity of the Notice will ultimately be determined by the Council appointed engineer, it is of the opinion of the Drainage Superintendent that there are sufficient signatures on the Notice to satisfy conditions of the Drainage Act, should Council decide to proceed as recommended.”

AND WHEREAS under Section 5(1) of the Drainage Act, Council has considered the Notice.

THEREFORE BE IT RESOLVED that the Council of the Corporation of the Township of Drummond/North Elmsley decides to proceed with the drainage works;

AND FURTHERMORE THAT notice of the petition and its decision be sent to each petitioner, the clerk of each local municipality that may be affected, and the conservation authority.

- “A” 5. Phase II of the Code Road Waste Site**

- “B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** gives direction to the Manager of Public Works to initiate a “Request for Proposal” for consulting services to proceed with the Operational and Development Plan for Phase II of the Code Road Waste Site ECA #A451101, and

FURTHERMORE THAT Council approves that the funding source for the Operational and Development Plan for Phase II be paid out of the Waste Site Capital Reserve.

- “A” 6. Tender Results for Port Elmsley lands and property**

- “B” 6. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** does not accept any of the tenders submitted for the Port Elmsley lands and property and proceeds with listing the Port Elmsley property for sale by Brian Cavanagh, Royal LePage.

- “A”7. No Parking Ferguson’s Falls**

- “B” 7. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** does not support no parking on both sides of Ferguson's Falls road in the Hamlet boundaries of Ferguson's Falls.

Councillor Ray Scissons presented and read Report #6 CoW-April 25, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Report #6 CoW-April 25, 2017 is hereby adopted this 9th day of May 2017.

Carried
17-060

6.0 BY-LAWS

6.1 Appointment of Chief Building Official

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law 2017-019 being a By-law to appoint Peter Echlin as a Chief Building Official, and entitled “Appointment of Chief Building Official”, be read a first, second and third time and finally passed in open Council.

Carried
17-061

6.2 Appointment of By-law Enforcement Officer

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT By-law 2017-020 being a By-law to appoint Peter Echlin as By-law Enforcement Officer for the enforcement of the Municipal By-laws and entitled “By-law Enforcement Officer Appointment”, be read a first, second and third time and finally passed in open Council.

Carried
17-062

6.3 Appointment of Building Inspector

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law 2017-021 being a By-law to appoint building inspectors and to amend By-law 2014-055, and entitled “Building Inspector Appointment By-law”, be read a first, second and third time and finally passed in open Council.

Carried
17-063

6.4 Local Improvements Dunlop Crescent and Ebb's Bay Drive

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law 2017-022 being a By-law to impose special charges for the undertaking of Road Works as local improvement on private property for the resurfacing of Dunlop Crescent and Ebb's Bay Drive and entitled "Local Improvements of Dunlop Crescent and Ebb's Bay Drive", be read a first, second and third time and finally passed in open Council.

Carried
17-064

6.5 Forward Zoning Amendment

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law 2017-023 being a By-law to amend Comprehensive Zoning By-law No. 2012-060 as it relates to Part of Lot 4, Concession 3, Geographic Township of Drummond, and entitled "Forward Zoning By-law Amendment", be read a first, second and third time and finally passed in open Council.

Carried
17-065

7.0 RESOLUTIONS/NOTICE OF MOTIONS: None

8.0 CLOSED SESSION: None

9.0 COMMUNICATIONS/CORRESPONDENCE: None

10.0 UNFINISHED BUSINESS: None

11.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-024 being a By-law to confirm the proceedings of Council at its meeting of May 9, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-066

12.0 ADJOURNMENT

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:23 p.m.

**Carried
17-067**

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #7 CoW-MAY 9, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Employee Retirement and Recruitment.

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the retirement of Jack Hoffman, Public Works Equipment Operator, and extends appreciation for his years of service with the Township; and

FURTHERMORE THAT staff be directed to begin the recruitment process to replace the equipment operator position in August 2017 for a start date of late August or early September to allow for an overlap and cross-training.

All of which is respectfully submitted by:

Councillor Steve Fournier

Direction by the Head of council:

Council may remove items in Section "B" to be voted on separately prior to introducing a motion to accept the report in its entirety.

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #7 CoW-May 9, 2017 is hereby adopted this 23rd day of May, 2017.

AUBREY CHURCHILL, REEVE

THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY

BY-LAW NO. 2017-25

FALSE SECURITY ALARM BY-LAW

WHEREAS, Section 11 (2) of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, as amended, provides that a municipality may pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Section 391 of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, as amended, authorizes a municipality and a local board to impose fees or charges on persons, or services or activities provided or done by or on behalf of it, and for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board;

AND WHEREAS Council acknowledges the significant contribution that the installation of residential and commercial security alarm systems provides with respect to break and enters, theft and crime in our community;

AND WHEREAS documentation provided to the Council confirms that a significant number of security alarm occurrences attended by the police are false alarms;

AND WHEREAS attendance at security alarms which prove false, unnecessarily diverts police from other important and sometimes life threatening situations and is costly;

AND WHEREAS Council wishes to maintain policies and practices that contribute to the efficient and cost effective use of limited resources in our community;

AND WHEREAS, the onus should be placed on residential and business owners who install security alarm systems to ensure that they work reliably;

AND WHEREAS, this by-law is not intended to restrict any course of action or level of response deemed appropriate;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of The Township of Drummond/North Elmsley enacts as follows:

1.0 DEFINITIONS

For the purpose of this By-Law:

- 1.1 “Alarm”** – shall mean an assembly of mechanical or electrical devices installed for the purpose of initiating a police response to a situation occurring in relation to the premises in which it is installed; and includes a device that emits an audible or visual signal; or causes notification to be transmitted to a remote location; but does not include a device that is installed in a motor vehicle or recreational vehicle as those items are defined in the *Highway Traffic Act*, or a device designed to alert in the case of medical emergency.

- 1.2 “Alarm Occurrence”** – shall mean the activation of an alarm and the direct or indirect reporting of the activation to the police service.
- 1.3 “Clerk”** – shall mean the Clerk of the Corporation of the Township of Drummond/North Elmsley or his/her designate.
- 1.4 “False Alarm”** – shall mean a security alarm occurrence in respect of a building, structure, or premises where upon attendance there is no evidence of a occurrence or evidence that an unauthorized entry or unlawful act has been attempted or entered into, and includes but is not limited to:
- i. the activation of an alarm during its testing without prior notification;
 - ii. an alarm activated by mechanical failure, malfunction or faulty equipment;
 - iii. an alarm activated by atmospheric conditions, vibrations or power failure;
 - iv. an alarm activated by user error.
- 1.5 “Township”** – shall mean the Corporation of The Township of Drummond/North Elmsley.
- 1.6 “Owner”** – shall mean any person or group of persons who is/are the owner(s) of the property as shown on the last revised assessment roll of the Township;
- 1.7 “Police Service”** – shall mean the Ontario Provincial Police, Lanark County Detachment.
- 1.8 “Unreasonable Number”** – shall mean in relation to false alarms more than one (1) received from a residential or business unit within a twelve (12) month period.

2.0 FALSE ALARMS

- 2.1** Every Owner of a building, structure or premises in which an alarm has been installed shall be responsible for maintaining such alarm in proper operating order.
- 2.2** No Owner of a building, structure or premises in which an alarm has been installed shall allow such alarm to go unmaintained or improperly handled with the effect that it results in Police Services personnel being unnecessarily or falsely called upon to respond.

3.0 FEES

- 3.1** The Township hereby imposes a fee for the demand of Police Services which is the result of an unreasonable number of false alarms. Such fee shall be as set out in Schedule “A” attached and shall be payable to the Township.
- 3.2** In the event that the owner fails to pay the required fee(s) within thirty (30) days of invoice, a penalty at the rate of 1.25% per month shall be charged for non-payment of any fees imposed pursuant to this by-law.
- 3.3** Notwithstanding any other remedy available at law, the Township may add the

fees and any penalty thereon imposed pursuant to this By-law, onto the tax roll for the real property of the Owner responsible for paying the fee and collect them in a like manner as municipal taxes thereafter.

4.0 ADMINISTRATIVE PROCEDURE

- 4.1** All alarm occurrences received by the Police Service shall be recorded on an Occurrence.
- 4.2** Where a Police Service attends a premise in response to an alarm and the attendance of the Owner is requested and does not occur, with the consequence that the Police Officer(s) is/are not able to enter the premises, the Police Service may deem that the alarm was a False Alarm and record it as such.
- 4.3** The Police Service shall provide monthly false security alarm occurrence reports to the Clerk.
- 4.4** Upon receipt of notification of an unreasonable number of false alarms from the Police Service, the Clerk shall issue a False Security Alarm Caution Notice to the Owner advising a fee may be imposed for continued demand for services as a result of a false alarm. Such False Security Alarm Caution Notice shall be in the form attached hereto as Schedule "B".
- 4.5** If a further False Alarm occurs after the issuance of a False Security Alarm Caution Notice, the Clerk shall issue a Final Notice to the Owner advising a fee has been imposed and is payable to the Township. Such False Security Alarm Final Notice shall be in the form attached hereto as Schedule "C".
- 4.6** If cancellation of an alarm occurs prior to Police Services deployment, the alarm shall not be recorded as a false alarm and no notice or fees shall be assessed.

5.0 NOTIFICATION

- 5.1** Issuance of any notice by the Clerk shall be deemed satisfied if distributed as follows:
 - a) By mail to the Owner at the mailing address shown in the last revised assessment roll of the Township, in which case the date of notice shall be deemed to be four (4) working days after the date the mail was issued by the Township or
 - b) By personal service to the Owner, in which case the date of notice shall be deemed to be the date of personal service.

6.0 ENFORCEMENT

- 6.1** Any person who contravenes any provision of this by-law shall be guilty of an offence and shall be liable, upon conviction, to a penalty pursuant to the provisions of the *Provincial Offences Act*.

7.0 ULTRA VIRES

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

8.0 BY-LAWS TO BE RESCINDED

- 8.1 THAT** By-Law No. 2012-008 is hereby repealed

9.0. EFFECTIVE DATE

- 9.1 THAT** this By-law takes effect on the day of its passage.

READ a first, second and third time and passed this 23rd day of May, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-025

SCHEDULE “A”

The following fee for service are hereby established pursuant to Section 3.1 of this By-Law

Demand of Police Services fee: **\$200.00** (two hundred dollars)

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-025

SCHEDULE "B"

FALSE SECURITY ALARM CAUTION NOTICE

TO: _____		FROM: _____
CALENDAR YEAR:	NO. OF FALSE ALARMS:	LOCATION OF ALARM: LOT: _____ CON: _____ PIN & ROAD: _____

In the calendar year noted above, more than 1 falsealarm at the above noted location was investigated by the Police Services. The Township of Drummond/North Elmsley has been notified of the false alarms occurring at this location. See attached as provided by emergency services personnel.

Responding to false alarms imposes a considerable strain on the ability of the Police Services to provide protective services to all residents, as well as exposing their staff and the public to unnecessary risks.

Pursuant to section 3 of By-law No. _____ the Township may impose a charge for continued, unnecessary demand for service as a result of a false alarm.

We trust that you will take the necessary corrective action.

DATE ISSUED: ISSUED BY:	
NAME:	POSITION:
SIGNATURE OF ISSUER	

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW NO. 2017-025**

SCHEDULE "D"

FALSE SECURITY ALARM FINAL NOTICE

TO: _____			FROM: _____	
CALENDAR YEAR:	DATE OF CAUTION:	DATE OF FURTHER FALSE ALARM:	LOCATION OF ALARM: LOT: _____ CON: _____ PIN & ROAD: _____	

Further to our Caution Notice of _____ (date), please be advised that (an) additional false alarm(s) was/were investigated by the Police Services at the above noted location on _____ (date(s)). See copy of occurrence report attached.

Responding to false alarms imposes a considerable strain on the ability of the Police Services to provide protective services to all residents, as well as exposing their staff and the public to unnecessary risks.

Pursuant to section 3 of the By-law No. _____ you are required to pay a fee of two hundred dollars (\$200.00) for the continued, unnecessary demand for service as a result of a false alarm. The fee is payable within 30 days of receipt of this Notice, failing which penalty at 1.25% per month will be added. The Township may add any unpaid fees and penalty, onto the tax roll for the real property of the Owner responsible for paying the fee and collect them in a like manner as municipal taxes. Each subsequent false alarm occurrence, within this calendar year, is subject to like fine of \$200.00

DATE ISSUED:	ISSUED BY:		
	NAME:	POSITION:	
SIGNATURE OF ISSUER:			

**CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-026

FALSE FIRE ALARM BY-LAW

WHEREAS, Section 11 (2) of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, as amended, provides that a municipality may pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS, Section 391 of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, as amended, authorizes a municipality and a local board to impose fees or charges on persons, or services or activities provided or done by or on behalf of it, and for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board;

AND WHEREAS, the Council of the Corporation of The Township of Drummond/North Elmsley acknowledges the significant contribution that the installation of fire alarm systems provides with respect to fire loss in our community;

AND WHEREAS, documentation provided to the Council of The Township of Drummond/North Elmsley confirms that a significant number of fire alarm occurrences attended by the fire services are false alarms;

AND WHEREAS, attendance at fire alarms which prove false, unnecessarily diverts fire resources from other important and sometimes life threatening situations and is costly;

AND WHEREAS, the Council of The Township of Drummond/North Elmsley wishes to maintain policies and practices that contribute to the efficient and cost effective use of limited resources in our community;

AND WHEREAS, the onus should be placed on residential and business owners who install fire alarm systems to ensure that they work reliably;

AND WHEREAS, this by-law is not intended to restrict any course of action or level of response deemed appropriate;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of The Township of Drummond/North Elmsley enacts as follows:

1.0 DEFINITIONS

For the purpose of this By-Law:

- 1.1 **“Alarm”** – shall mean an assembly of mechanical or electrical devices installed for the purpose of initiating a fire response to a situation occurring in relation to the premises in which it is installed; and includes a device that emits an audible or visual signal; or causes notification to be transmitted to a remote location; but does not include a device that is installed in a motor vehicle or recreational vehicle as those items are defined in the *Highway Traffic Act*, or a device designed to alert in the case of medical emergency.
- 1.2 **“Alarm Occurrence”** – shall mean the activation of an alarm and the direct or indirect reporting of the activation to the fire service.
- 1.3 **“Clerk”** – shall mean the Clerk of the Corporation of The Township of Drummond/North Elmsley or his/her designate.
- 1.4 **“False Alarm”** – shall mean a fire alarm occurrence in respect of a building, structure, or premises where upon attendance there is no evidence of a fire occurrence and includes but is not limited to:
 - i. the activation of an alarm during its testing without prior notification;
 - ii. an alarm activated by mechanical failure, malfunction or faulty equipment;
 - iii. an alarm activated by atmospheric conditions, vibrations or power failure;
 - iv. an alarm activated by user error.
- 1.5 **“Fire Service”** – shall mean the Drummond/North Elmsley Tay Valley Fire Rescue.
- 1.6 **“Township”** – shall mean the Corporation of The Township of Drummond/North Elmsley.
- 1.7 **“Owner”** – shall mean any person or group of persons who is/are the owner(s) of the property as shown on the last revised assessment roll of the Township;
- 1.9 **“Unreasonable Number”** – shall mean in relation to false alarms more than one (1) received from a residential or business unit within a twelve (12) month period.

2.0 FALSE ALARMS

- 2.1 Every Owner of a building, structure or premises in which an alarm has been installed shall be responsible for maintaining such alarm in proper

operating order.

- 2.2** No Owner of a building, structure or premises in which an alarm has been installed shall allow such alarm to go unmaintained or improperly handled with the effect that it results in Fire Services personnel being unnecessarily or falsely called upon to respond.

3.0 FEES

- 3.1** The Township hereby imposes a fee for the demand of Fire Services which is the result of an unreasonable number of false alarms. Such fee shall be as set out in Schedule "A" attached. All Fire Services fees shall be payable to the Fire Service.
- 3.2** In the event that the owner fails to pay the required fee(s) within thirty (30) days of invoice, a penalty at the rate of 1.25% per month shall be charged for non-payment of any fees imposed pursuant to this by-law.
- 3.3** Notwithstanding any other remedy available at law, the Fire Department or Township may add the fees and any penalty thereon imposed pursuant to this By-law, onto the tax roll for the real property of the Owner responsible for paying the fee and collects them in a like manner as municipal taxes thereafter.

4.0 ADMINISTRATIVE PROCEDURE

- 4.1** All alarm occurrences received by the Fire Service shall be recorded on an Occurrence.
- 4.2** Where a Fire Service attends a premise in response to an alarm and the attendance of the Owner is requested and does not occur, with the consequence that the Firemen are not able to enter the premises, the Fire Service may deem that the alarm was a False Alarm and record it as such.
- 4.3** The Fire Chief, or designate shall notify the Fire Service Administrative Assistant of any false fire alarms that have occurred.
- 4.4** Upon receipt of notification of an unreasonable number of false alarms from the Fire Service, the Fire Service shall issue a False Alarm Caution Notice to the Owner advising a fee may be imposed for continued demand for services as a result of a false alarm. Such False Alarm Caution Notice shall be in the form attached hereto as Schedule "B".

- 4.5** Where there is a further False Alarm within the same twelve (12) month period of the issuance of a Caution Notice, the Fire Service shall issue a False Alarm Warning Notice to the Owner advising a fee will be imposed for continued demand for service as a result of a false alarm. Such False Alarm Warning Notice shall be in the form attached hereto as Schedule “C”.
- 4.6** If a further False Alarm occurs within the same twelve (12) month period of the issuance of a Warning Notice, the Fire Department shall issue a Final Notice to the Owner advising a fee has been imposed and is payable to the Fire Service and/or the Township. Such False Alarm Final Notice shall be in the form attached hereto as Schedule “D”.
- 4.7** If cancellation of an alarm occurs prior to Fire Services deployment, the alarm shall not be recorded as a false alarm and no notice or fees shall be assessed.

5.0 NOTIFICATION

- 5.1** Issuance of any notice by the Fire Service shall be deemed satisfied if distributed as follows:
- a) By registered mail to the Owner at the mailing address shown in the last revised assessment roll of the Township, in which case the date of notice shall be deemed to be four (4) working days after the date the registered mail was issued by the Fire Service; or
 - b) By personal service to the Owner, in which case the date of notice shall be deemed to be the date of personal service.

6.0 ENFORCEMENT

- 6.1** Any person who contravenes any provision of this by-law shall be guilty of an offence and shall be liable, upon conviction, to a penalty pursuant to the provisions of the *Provincial Offences Act*.

7.0 ULTRA VIRES

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

8.0 BY-LAWS TO BE RESCINDED

8.1 THAT, By-Law No. 2012-008 is hereby rescinded.

8.2 THAT, all by-laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

9.0. EFFECTIVE DATE

9.1 THAT this By-law takes effect on the day of its passage.

READ a first, second and third time and passed this 23rd day of May, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow. Clerk Administrator

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW NO. 2017-026**

SCHEDULE “A”

The following fees for service are hereby established pursuant to Section 3.1 of By-Law No. 2011-059 for each unreasonable false alarm occurrence:

Fire Service	\$1,230.00 (one thousand, two hundred and thirty dollars)
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**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW NO. 2017-026**

SCHEDULE "B"

FALSE ALARM CAUTION NOTICE

TO: _____		FROM: _____
CALENDAR YEAR:	NO. OF FALSE ALARMS:	TYPE OF ALARM: LOCATION OF ALARM: LOT: CON: PIN & ROAD:

In the calendar year noted above, more than 1 falsealarm at the above noted location was investigated by the service. The Drummond/North Elmsley Tay Valley Fire Rescue. has been notified of the false alarms occurring at this location}. See attached as provided by emergency services personnel.

Responding to false alarms imposes a considerable strain on the ability of the Fire Service to provide protective services to all residents, as well as exposing their staff and the public to unnecessary risks.

Pursuant to section 3 of By-law No. _____ the Township may impose a charge for continued, unnecessary demand for service as a result of a false alarm.

We trust that you will take the necessary corrective action.

DATE ISSUED:	ISSUED BY:
	NAME: POSITION:
SIGNATURE OF ISSUER	

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW NO. 2017-026**

SCHEDULE "C"

FALSE ALARM WARNING NOTICE

TO: _____			FROM: _____ _____	
CALENDAR YEAR:	DATE OF CAUTION NOTICE:	DATE OF SUBSEQUENT FALSE ALARM:	TYPE OF ALARM: LOCATION OF ALARM: LOT: _____ CON: _____ PIN & ROAD: _____	

Further to our Caution Notice of _____ (date), an additional false alarm at the above noted location was investigated by the Fire Service. See copy of occurrence report attached.

Responding to false alarms imposes a considerable strain on the ability of the Fire Service to provide protective services to all residents, as well as exposing their staff and the public to unnecessary risks.

Pursuant to section 3 of the By-law No. _____ you will be charged a fee for continued, unnecessary demand for service as a result of a false alarm at the above location. The fee imposed by By-law is \$1,230.00 per occurrence, payable to the Drummond/North Elmsley Tay Valley Fire Rescue within 30 days of receipt of a Final Notice. Penalty for non-payment may also be imposed.

We recommend that you immediately take corrective action to prevent false alarms.

DATE ISSUED:	ISSUED BY:
NAME:	POSITION:
SIGNATURE OF ISSUER	

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW NO. 2017-026**

SCHEDULE "D"

FALSE ALARM FINAL NOTICE

TO: _____			FROM: _____
CALENDAR YEAR:	DATE OF CAUTION: DATE OF WARNING:	DATE OF FURTHER FALSE ALARM:	TYPE OF ALARM: LOCATION OF ALARM: LOT: CON: PIN & ROAD:

Further to our Caution Notice of _____ (date) and to our Warning Notice of _____ (date) please be advised that (an) additional false alarm(s) was/were investigated by the Fire Service at the above noted location on _____(date(s)). See copy of occurrence report attached.

Responding to false alarms imposes a considerable strain on the ability of the Fire Service to provide protective services to all residents, as well as exposing their staff and the public to unnecessary risks.

Pursuant to section 3 of the By-law No. _____ you are required to pay a fee of One thousand two hundred and thirty dollars (\$1,230.00) to the Drummond/North Elmsley Tay Valley Fire Rescue for the continued, unnecessary demand for service as a result of a false alarm. The fee is payable within 30 days of receipt of this Notice, failing which penalty at 1.25% per month will be added. The Fire Services and/or Township may add any unpaid fees and penalty, onto the tax roll for the real property of the Owner responsible for paying the fee and collect them in a like manner as municipal taxes. Each subsequent false alarm occurrence, within this calendar year, is subject to like fine of \$1,230.00.

DATE ISSUED:	ISSUED BY:
NAME:	POSITION:
SIGNATURE OF ISSUER:	

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-027

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on May 23, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 23rd day of May 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#12 Council Meeting, June 13, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#11 Council Meeting of May 23, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Absent:	Councillor	George Sachs
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Members Wishing To Disclose A Pecuniary Interest Do So Now. No members disclosed a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of May 9, 2017

Moved By: Steve Fournier

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of May 9, 2017, as circulated.

**Carried
17-068**

1.2 Closed Minutes of May 9, 2017

Moved By: Steve Fournier

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Closed Meeting of May 9, 2017, as circulated.

**Carried
17-069**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of May 23, 2017 as circulated.

Carried
17-070

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **May 9, 2017**

“A” 1 Employee Retirement and Recruitment.

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the retirement of Jack Hoffman, Public Works Equipment Operator, and extends appreciation for his years of service with the Township; and

FURTHERMORE THAT staff be directed to begin the recruitment process to replace the equipment operator position in August 2017 for a start date of late August or early September to allow for an overlap and cross-training.

Councillor Steve Fournier presented and read Report #7 CoW-May 9, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Steve Fournier
Seconded By: Gail Code

BE IT RESOLVED THAT the Report #7 CoW-May 9, 2017 is hereby adopted this 23rd day of May 2017.

Carried
17-071

5.0 BY-LAWS

5.1 2017-025 False Security Alarm

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law 2017-025 to charge fees for false fire and security alarms and entitled, “False Security Alarm By-law”, be read a first, second and third time and finally passed in open Council.

Carried
17-072

5.2 2017-026 False Fire Alarm

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT By-law 2017-026 to charge fees for false fire and security alarms and entitled, "False Fire Alarm By-law", be read a first, second and third time and finally passed in open Council.

**Carried
17-073**

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-027 being a By-law to confirm the proceedings of Council at its meeting of May 23, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-074**

11.0 ADJOURNMENT

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:07 p.m.

**Carried
17-075**

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #8 CoW-May 23, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 Perth Court House Renovation and Expansion

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the renovation and expansion of the Perth Court House.

“A” 2. FCM Spring Flooding Appeal

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports FCM’s request for donations to the Canadian Red Cross to assist flood-affected areas, and

FURTHERMORE THAT Council approves a donation in the amount of \$1,000.

“A” 3. Provincial Offences

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the Provincial Offences collection agreement by adding the defaulted fines to the tax roll under section 69 of the Provincial Offences Act, and

FURTHERMORE THAT staff be directed to bring an authorizing by-law forward to a future council meeting between the Corporation of the Town of Perth and its municipal partners.

“A” 4. Integrity Commissioner Services RFP

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes staff to participate in a joint RFP with Lanark County municipalities for integrity commissioner services.

“A” 5. RFP for General Insurance and Risk Management Services

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley awards the RFP for General Insurance and Risk Management Services Program to Halpenny Insurance Brokers Ltd., in the amount of \$43,283 excluding taxes for a two year period from Jun 30, 2017 to June 30, 2019 with the possibility of a two-year extension.

All of which is respectfully submitted by:

Councillor Steve Fournier

**Direction by the Head of council:
Council may remove items in Section “B” to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #8 CoW-May 23, 2017 is hereby adopted this thirteenth day of June, 2017.

AUBREY CHURCHILL, REEVE

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-028

RECREATIONAL FEE FOR SERVICE AGREEMENT

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT TO
PURCHASE RECREATIONAL SERVICES FROM THE TOWN OF SMITHS FALLS**

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS the Interpretation Act R.S.O. 1990, Chapter I.11, Section 27, provides that a Corporation may contract and be contracted with by its corporate name;

AND WHEREAS the Council of the Township of Drummond/North Elmsley has deemed expedient to enter into a service agreement with the Town of Smiths Falls that would allow residents of the Township of Drummond/North Elmsley to receive preferred rate status for the period of the agreement with respect to the services provided at the Smiths Falls Memorial Community Centre and the Youth Arena.

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. That the Council of the Corporation of the Township of Drummond/North Elmsley agrees to enter into a Recreational Fee of Service Agreement with the Town of Smiths Falls and area municipalities as per the attached Schedule "A".
2. That the Reeve and the Clerk of the Township are hereby authorized and directed on behalf of the Township of Drummond/North Elmsley to execute all documents and take whatever steps as may be required to give effect to this by-law.
3. That Schedule "A" attached hereto form part of this by-law.
4. That By-law 2014-025 is hereby rescinded and the provisions of this By-law shall come into force and take effect upon the passing thereof.

Read a first, second and third time and passed this 13th day of June, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

AGREEMENT FOR RECREATIONAL SERVICES

This agreement made this 1st day of January, 2017

BETWEEN:

THE CORPORATION OF THE TOWN OF SMITHS FALLS

Hereinafter called the "Town"

AND:

**THE CORPORATION OF THE TOWNSHIP OF
ELIZABETHTOWN-KITLEY**

Hereinafter called "Elizabethtown-Kitley"

**THE CORPORATION OF THE TOWNSHIP OF
MONTAGUE**

Hereinafter called "Montague"

**THE CORPORATION OF THE TOWNSHIP OF
DRUMMOND/ NORTH ELMSLEY**

Hereinafter called "Drummond /North Elmsley"

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

Hereinafter called "Merrickville-Wolford"

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Hereinafter called "Rideau Lakes"

Collectively referred to as the "Townships"

WHEREAS the Town has agreed to provide recreation services to the Townships for the period January, 2017 to December, 2021 for a determined fee;

AND WHEREAS the Town and Townships deem it appropriate to demonstrate a commitment to the health and wellbeing of its citizens.

AND WHEREAS the Town and Townships have agreed to establish a commitment to recreational services.

AND WHEREAS this agreement serves the needs of the parties, the users of recreation facilities and the ratepayers of the Town and the Townships;

NOW THEREFORE this agreement witnesses that the Town and the Townships agree to the following:

1. The Town agrees to allow the Township's residents access to its recreational facilities, programs and services during the term of this agreement.
2. The recreational facilities, programs and services included under this agreement shall include the Memorial Community Centre Arena and Hall and the Youth Arena and Hall.
3. Nothing in this agreement shall restrict the Town from establishing the appropriate level and type of services and from setting the appropriate user fees for all participants. For further clarity, any fees charged for Township residents shall be the same fee applicable for Town residents.
4. Nothing in this agreement shall restrict the parties, either individually or collectively, from negotiating a separate and complementary agreement to provide its Township residents with access to other Town recreation services including but not limited to ball and soccer fields, parks, tennis courts, skate board parks, splash pads, walking trails or the Town of Smiths Falls/Ottawa Senators Rink of Dreams outdoor rink.
5. The Term of this agreement is five (5) years and covers the period January 1, 2017 to December 31, 2021. The parties to this agreement agree to negotiate a recreation cost sharing arrangement beyond 2021 and further agree that such negotiations shall follow the principles and objectives set out in this agreement and shall commence no later than August of 2021.
6. The Parties to this Agreement accept the report entitled "The Greater Smiths Falls Area Recreation Cost Sharing Study" dated November, 2016 by Howard Allan and Partners and the apportionment percentages contained therein based on a geographic weighted assessment model.
7. The fee payable by the Townships to the Town shall be the apportioned percentage of the prior year's audited operating deficit for the recreation facilities under consideration.
8. The annual operating deficit shall be calculated in accordance with page 2 of Schedule A.
9. The Townships agree to pay the Town fifty percent (50%) of the previous year's fee by April 30th of each year. For the year 2017, the first installment shall be 50% of the estimated 2017 fee. Following the determination of the prior year's audited operating deficit, the Town will issue a final invoice to each Township by August 15th, noting any

adjustments required based on the audited statements. The final invoice shall be due October 30th in each year of the agreement.

10. To protect the Townships against extraordinary cost increase and/or service level changes imposed by the Town of Smiths Falls, notwithstanding the annual invoice being based on the prior year's audited operating deficit, in any given year, the maximum year-over-year increase the Town may apply to the Township's annual payment shall be 5% unless otherwise agreed to by all parties.
11. In the event the audited operating deficit is reduced by greater than 5 percent in any single year, 50% of the savings, beyond 5%, will be shared with the Townships based on the apportioned percentages.
12. A building reserve fee will be incorporated into the annual fee equal to 5% of net operating expenditures.
13. Notwithstanding clauses 8, 9, 10, and 11, the annual payments will be phased in over the first three (3) years of this agreement based on the following schedule:
 - Year #1 (2017) – 90% of the annual fee calculated as per clause 8
 - Year #2 (2018) – 95% of the annual fee calculated as per clause 8
 - Year #3 (2019) – 100% of the annual fee calculated as per clause 8
 - Year #4 (2020) – 100% of the annual fee calculated as per clause 8
 - Year #5 (2021) – 100% of the annual fee calculated as per clause 8
14. Official correspondence in respect of this Agreement shall be between the Clerk of the Town and the Clerks of the respective Townships.
15. The Town shall, at its own expense, effect and provide the Townships with a Certificate of Insurance confirming:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$15,000,000 per occurrence, with an annual aggregate of \$15,000,000 for any negligent acts or omissions by the Corporation of the Town of Smiths Falls in carrying out their obligation of the Agreement for the provision of recreation services to the residents of The Townships. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; injury to participants; abuse liability; personal injury; medical payments; contractual liability; premises, property and operations; incidental medical malpractice; owners and contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Townships as an Additional Insured with respect to the Named Insured operations of providing recreation services to the residents of the Township. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Townships.

The policy shown above shall not be cancelled unless the Insurer notifies the Townships in writing at least sixty (60) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Townships.

16. The Townships shall at its own expense, effect and provide Smiths Falls with a certificate of insurance confirming that insurance as follows is in place:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$15,000,000 per occurrence, with an annual aggregate of \$15,000,000 for any negligent acts or omissions by the respective Townships in carrying out their obligation of the Agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; injury to participants; abuse liability; personal injury; medical payments; contractual liability; premises, property & operations; incidental medical malpractice; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the Town as an Additional Insured with respect to the Named Insured activities with respect to the agreement. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Town.

17. The Town shall indemnify and hold the Townships, their officers, employees and volunteers harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the Town of Smiths Falls, its officers, employees or other persons for whom the Town is legally responsible.
18. The Townships shall indemnify and hold the Town, their officers, employees and volunteers harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees,

occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the Townships, its officers, employees or other persons for whom the Townships are legally responsible.

19. The Town agrees that during the term of this Agreement, it will assume all risk with respect to the management of revenues and expenses for the two (2) facilities.
20. All previous agreements respecting recreational services between the parties are superseded by this agreement.
21. This agreement shall inure and be binding upon not only the parties hereto agreed but also their respective successors and assigns.
22. The parties hereto agree that any of the parties to this agreement may terminate this agreement with cause by giving (12) months written notice to the others of the desire to terminate.

23. This agreement shall take effect upon the approval of the Parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties' respective signing authorities and sealed with their corporate seals.

TOWN OF SMITHS FALLS

TOWNSHIP OF
ELIZABETHTOWN - KITLEY

MAYOR

MAYOR

CLERK

CLERK

TOWNSHIP OF
DRUMMOND/NORTH ELMSLEY

TOWNSHIP OF MONTAGUE

MAYOR

MAYOR

CLERK

CLERK

TOWNSHIP OF
MERRICKVILLE-WOLFORD

TOWNSHIP OF RIDEAU LAKES

MAYOR

MAYOR

CLERK

CLERK

**Schedule A
To
Agreement for Recreational Services**

ASSESSMENT BASE FOR COST - SHARING

Municipality	Assessment	Weighted Assessment	Sharing Factor	Adjusted Assessment	Adjusted Grant In Lieu Assessment	Adjusted Assessment Base	App. %	424,794 ADJUSTED Budget Allocation
Smiths Falls	581,213,500	840,000,123	100.00%	840,000,123	12,168,255	852,168,379	42.65%	181,179
Drummond North Elmsley								
Drummond Ward	534,424,500	525,424,970	0.00%	0	0	0		
North Elmsley Ward	508,258,709	514,166,168	32.91%	169,235,170	902,203	170,137,373		
Total Drummond North Elmsley	1,042,683,209	1,039,591,138		169,235,170	902,203	170,137,373	8.82%	36,173
Elizabethtown-Kitley								
Elizabethtown Ward	824,638,000	833,638,095	0.00%	0	0	0		
Kitley Ward	223,598,700	214,336,877	53.71%	115,125,498	224,786	115,350,285		
Total Elizabethtown-Kitley	1,048,236,700	1,047,974,972		115,125,498	224,786	115,350,285	5.77%	24,626
Merrickville-Wolford								
Merrickville Ward	132,696,900	137,868,944	0.00%	0	0	0		
Wolford Ward	212,096,900	202,794,566	40.44%	82,013,334	178,314	82,191,649		
Total Merrickville-Wolford	344,793,800	340,663,510		82,013,334	178,314	82,191,649	4.11%	17,475
Montague	358,704,377	357,607,794	56.62%	238,222,792	855,198	239,177,990	11.97%	50,852
Rideau Lakes								
Bastard & South Burgess Ward	582,770,070	588,921,985	5.09%	28,951,202	114,744	29,065,946		
Newboro Ward	37,458,800	38,452,447	0.00%	0	0	0		
North Crosby Ward	426,271,200	421,031,674	0.00%	0	0	0		
South Crosby Ward	489,941,300	486,269,404	0.00%	0	0	0		
South Elmsley Ward	835,236,200	836,340,613	80.00%	509,072,490	836,780	509,909,271		
Total Rideau Lakes	2,171,677,570	2,151,016,103		538,023,692	951,524	538,975,216	26.98%	114,591
Total Recommended Apportionment for 2016	5,647,307,156	5,776,851,841		1,982,620,610	15,390,281	1,998,000,891	100.00%	424,794

Change in Percentage Allocation				2012
	2003 Study	Current Study	Change	Actual Usage
Smiths Falls	50.06%	42.65%	-7.41%	44.00%
Drummond North Elmsley	5.52%	8.52%	3.00%	8.50%
Elizabethtown-Kitley	4.97%	5.77%	0.80%	5.90%
Merrickville-Wolford	7.14%	4.11%	-3.03%	6.80%
Montague	10.52%	11.97%	1.45%	11.90%
Rideau Lakes	21.80%	26.98%	5.18%	23.10%
	100%	100%		100%

**Town of Smiths Falls
Community Services General Budget 2016
Community Centre Arena & Youth Centre Arena**

	2016 Budget
	\$
Revenues	
Advertising	15,000
Ice rental	481,836
Floor rental	8,600
Hall rental	10,000
Canteen (net revenues)	14,422
Other	---
	529,658
Expenditures	
Admin costs	120,436
Salaries and wages	
Regular salaries and wages	215,732
Part-time wages	28,995
Overtime	8,000
Vacation pay	1,159
Shift premium	1,500
Other payroll expenses	67,210
Office supplies	400
Advertising	300
Clothing and supplies	3,000
Telephone / internet	10,900
Insurance	28,374
Professional fees	5,000
Audit fees	500
Hydro	191,228
Water	24,000
Heating } gas	45,000
Janitorial supplies	18,000
Janitorial services	27,450
Property repairs	44,000
Refrigeration costs	51,818
Vehicle } gas and oil	9,500
Vehicle } repairs	2,500
Equipment } repairs	4,000
Total Operating Expenditures	909,002
Transfer to Reserves (actual)	---
Building Reserve (5% of Operating Expenditures)	45,450
Net Budget Expenditures	(424,794)

The Greater Smiths Falls Area

Proposed Recreation Cost Sharing

Assumptions Used in Calculations

- Using the 2016 approved budget it was adjusted for:
 - o Principal & Interest on debt – not included in operating expense calculation
 - o Building Reserve – included in calculation as 5% of operating expenses
 - o Net canteen revenues – included as revenue line item
 - o Admin cost expense – included percentages for Art (30%), Margo (60%), and Nick's (80%) salary & benefits (which are not included in the regular budget salaries & wages lines)
- Wards (if applicable) and Polls were used to differentiate locations within the municipality
- MPAC assessment numbers and tax ratios for 2016 were used to determine weighted assessment
- Each poll was given an associated percentage factor based on approximated use of the facilities to determine the adjusted assessment and correspondingly the sharing factor
- The associated percentage factor was determined using a combination of (1) past history (i.e. from the 2003 study), (2) proximity to Smiths Falls, and (3) boys minor hockey boundaries
 - o NOTE: figure skating and girls minor hockey do not have boundaries
- The changes from the original 2003 percentages were as follows:
 - o Drummond North Elmsley – North Elmsley Ward
 - Poll 015 increased from 25% to 35%
 - Poll 020 increased from 0% to 10%
 - o Drummond North Elmsley – Drummond Ward
 - Poll 015 decreased from 10% to 0%
 - o Elizabethtown Kitley – Kitley Ward
 - Poll 039 increased from 0% to 20%
 - Poll 044 increased from 0% to 20%
 - o Merrickville Woford – Merrickville Ward
 - Poll 010 decreased from 50% to 0%
 - Poll 015 decreased from 50% to 0%
 - o Merrickville Woford – Woford Ward
 - Poll 020 increased from 60% to 70%
 - Poll 025 increased from 0% to 30%
 - o Rideau Lakes – South Elmsley Ward
 - Poll 010 increased from 70% to 80%

- Therefore the overall percentages are as follows:
 - Drummond North Elmsley
 - Drummond Ward – used 0% for all polls
 - North Elmsley Ward
 - Poll 010 80%
 - Poll 015 35%
 - Poll 020 10%
 - Elizabethtown Kitley
 - Elizabethtown Ward – used 0% for all polls
 - Kitley Ward
 - Poll 029 70%
 - Poll 034 70%
 - Poll 039 0%
 - Poll 044 40%
 - Poll 049 70%
 - Merrickville Woford
 - Merrickville Ward – used 0% for all polls
 - Woford Ward
 - Poll 010 30%
 - Poll 015 0%
 - Poll 020 70%
 - Poll 025 30%
 - Poll 030 80%
 - Montague
 - Poll 010 40%
 - Poll 015 40%
 - Poll 020 70%
 - Poll 025 80%
 - Poll 030 80%
 - Poll 035 80%
 - Poll 040 80%
 - Rideau Lakes
 - Bastard and South Burgess Ward
 - Poll 036 10%
 - Poll 041 10%
 - Poll 046 0%
 - Poll 051 0%
 - Poll 056 0%
 - Newboro Ward, South Crosby Ward, and North Crosby Ward – used 0% for all polls
 - South Elmsley Ward
 - Poll 033 80%
 - Poll 038 80%

SMITHS FALLS RECREATION COST SHARING

put the ratios in here - so we only type in once - then all of the other ss pick up by formula

	<u>County of Lanark</u>	<u>Smiths Falls</u>	<u>UCLG</u>
Residential	1.000000	1.000000	1.000000
Multi-Residential	2.298587	2.050800	1.000000
Commercial	1.706190	1.966105	1.346400
Commercial - VU/EL	1.194333	1.376274	0.942480 formula
Parking Lot	1.706190	1.966100	1.346400
New Construction Commercial	1.706190	1.966100	1.346400
New Construction Commercial - EL	1.194333	1.376270	0.942480 formula
Industrial	2.609301	2.542111	1.811400
Industrial - VU/EL	1.696046	1.652372	1.177410 formula
New Construction - Industrial	2.609301	2.542111	1.811400
New Construction - Industrial - EL	1.696046	1.652372	1.177410 formula
Large Industrial	2.609301	2.542111	2.803500
Large Industrial - VU/EL	1.696046	1.652372	1.822275 formula
Farmlands	0.250000	0.250000	0.250000
Managed Forests	0.250000	0.250000	0.250000
Shopping Centre	1.706190	1.966105	1.346400
Shopping Centre - VU/EL	1.194333	1.376274	0.942480 formula
New Construction Shopping Centre	1.706190	1.966105	1.346400
New Construction Shopping Centre - EL	1.194333	1.376274	0.942480 formula
Pipeline	2.051450	1.495600	1.655100

**THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING**

SMITHS FALLS ASSESSMENT

Property Class	Assessment	Tax Ratio	Weighted Assessment
Residential	519,878,600	1.000000	519,878,600
Multi-Residential	32,903,200	2.050800	67,477,883
Commercial	87,712,358	1.966105	172,451,706
Commercial - VU/EL	7,162,072	1.376274	9,856,970
Parking Lot	66,000	1.966100	129,763
New Construction Commercial	5,857,800	1.966100	11,517,021
New Construction Commercial -EL	0	1.376270	0
Industrial	5,206,500	2.542111	13,235,501
Industrial - VU/EL	797,900	1.652372	1,318,428
New Construction - Industrial	0	2.542111	0
New Construction - Industrial -EL	0	1.652372	0
Large Industrial	3,882,600	2.542111	9,870,000
Large Industrial - VU/EL	224,400	1.652372	370,792
Farmlands	0	0.250000	0
Managed Forests	0	0.250000	0
Shopping Centre	16,348,710	1.966105	32,143,280
Shopping Centre - VU/EL	39,360	1.376274	54,170
New Construction Shopping Centre	0	1.966105	0
New Construction Shopping Centre -EL	0	1.376274	0
Pipeline	<u>1,134,000</u>	<u>1.495600</u>	<u>1,696,010</u>
Total	881,213,500		840,000,123

Conclusion:

Percentage of assessment used in area recreational and cultural facilities
and programs cost sharing

840,000,123			
840,000,123	=		100.00%

Payment in Lieu Assessment

Residential			
> Full	636,000	1.000000	636,000
> General	0	1.000000	0
Commercial			
> Full	10,126,200	1.966105	0
> General	5,710,350	1.966105	11,227,148
> VU / EL	219,650	1.376274	302,298
Industrial			
> Full	0	2.542111	0
> General	0	2.542111	0
> VU / EL	1,700	1.652372	2,809
Total	16,693,900		12,168,255

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

DRUMMOND NORTH ELMSLEY - DRUMMOND WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	0%	Residential	129,334,400	1.000000	129,334,400	0.00	0
010		Multi-Residential	952,700	2.298587	2,189,864	0.00	0
		Commercial	9,236,800	1.706190	15,759,736	0.00	0
		Commercial - VU/EL	782,500	1.194333	934,566	0.00	0
		Commercial - New Construction	429,200	1.706190	732,297	0.00	0
		Industrial	514,300	2.609301	1,341,964	0.00	0
		Industrial - VU/EL	0	1.696046	0	0.00	0
		Industrial - New Construction	0	2.609301	0	0.00	0
		Farmlands	6,254,000	0.250000	1,563,500	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	147,503,900		151,856,325		0
Poll 2	0%	Residential	69,687,520	1.000000	69,687,520	0.00	0
015		Commercial	327,780	1.706190	559,255	0.00	0
		Commercial - VU/EL	105,000	1.194333	125,405	0.00	0
		Commercial - New Construction	0	1.706190	0	0.00	0
		Commercial - New Const. - VU/EL	0	1.194333	0	0.00	0
		Industrial	81,100	2.609301	211,814	0.00	0
		Industrial - VU/EL	0	1.696046	0	0.00	0
		Farmlands	6,881,500	0.250000	1,720,375	0.00	0
		Managed Forest	126,600	0.250000	31,650	0.00	0
		Total	77,209,500		72,335,819		0
Poll 3	0%	Residential	67,226,010	1.000000	67,226,010	0.00	0
020		Commercial	1,305,290	1.706190	2,227,073	0.00	0
		Commercial - VU/EL	43,500	1.194333	51,953	0.00	0
		Commercial - New Construction	158,000	1.706190	269,578	0.00	0
		Industrial	194,400	2.609301	507,248	0.00	0
		Industrial - VU/EL	0	1.696046	0	0.00	0
		Pipeline	0	2.051450	0	0.00	0
		Farmlands	8,552,200	0.250000	2,138,050	0.00	0
		Managed Forest	115,300	0.250000	28,825	0.00	0
		Total	77,594,700		72,448,737		0
Poll 4	0%	Residential	159,726,295	1.000000	159,726,295	0.00	0
025		Commercial	636,365	1.706190	1,085,760	0.00	0
		Commercial - VU/EL	0	1.194333	0	0.00	0
		Commercial - New Construction	419,540	1.706190	715,815	0.00	0
		Industrial	0	2.609301	0	0.00	0
		Industrial - VU/EL	0	1.696046	0	0.00	0
		Pipeline	0	2.051450	0	0.00	0
		Farmlands	1,277,500	0.250000	319,375	0.00	0
		Managed Forest	267,100	0.250000	66,775	0.00	0
		Total	162,326,800		161,914,020		0
Poll 5	0%	Residential	63,952,000	1.000000	63,952,000	0.00	0
030		Commercial	858,000	1.706190	1,463,911	0.00	0
		Commercial - VU/EL	21,800	1.194333	26,036	0.00	0
		Commercial - New Construction	4,000	1.706190	6,825	0.00	0
		Industrial	77,500	2.609301	202,221	0.00	0
		Industrial - VU/EL	0	1.696046	0	0.00	0
		Pipeline	0	2.051450	0	0.00	0
		Farmlands	4,876,300	0.250000	1,219,075	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	69,789,800		68,870,068		0
		Total	634,424,500		526,424,970		0

Conclusion:

Percentage of assessment used in area recreational and cultural facilities and programs costsharing

			0		
			525,424,970	=	0.00%
<u>Payment in Lieu Assessment</u>					
Residential					
> Full	1,053,000	1.000000	1,053,000	0.00%	0
> General	90,000	1.000000	90,000	0.00%	0
Commercial					
> Full	250,450	1.706190	0	0.00%	0
> General	134,000	1.706190	228,629	0.00%	0
> VU / EL	0	1.194333	0	0.00%	0
Industrial					
> Full	0	2.609301	0	0.00%	0
> General	0	2.609301	0	0.00%	0
> VU / EL	0	1.696046	0	0.00%	0
Total	1,527,450		1,371,629	0.00%	0

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

DRUMMOND NORTH ELMSLEY - NORTH ELMSLEY WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	80%	Residential	108,477,050	1.000000	108,477,050	0.80	85,181,840
010		Commercial	3,038,500	1.706190	5,184,258	0.80	4,147,407
		Commercial - VU/EL	98,700	1.194333	117,881	0.80	94,305
		Industrial	352,900	2.609301	920,822	0.80	736,658
		Industrial - VU/EL	24,000	1.696046	40,705	0.80	32,564
		Industrial - New Construction	2,011,977	2.609301	5,249,854	0.80	4,199,863
		Farmlands	3,665,873	0.250000	916,468	0.80	733,175
		Managed Forest	19,900	0.250000	4,975	0.80	3,980
		Total	115,688,900		118,912,013		95,129,611
Poll 2	35%	Residential	126,676,160	1.000000	126,676,160	0.35	44,336,856
015		Commercial	3,438,740	1.706190	5,863,731	0.35	2,052,306
		Commercial - VU/EL	61,500	1.194333	73,451	0.35	25,706
		Commercial - New Construction	1,916,700	1.706190	3,270,254	0.35	1,144,569
		Commercial - New Const. - VU/EL	9,400	1.194333	11,227	0.35	3,929
		Industrial	394,100	2.609301	1,028,326	0.35	359,914
		Industrial - VU/EL	0	1.696046	0	0.35	0
		Farmlands	5,346,200	0.250000	1,336,550	0.35	467,793
		Managed Forest	243,500	0.250000	60,875	0.35	21,306
		Total	138,084,300		138,320,575		48,412,201
Poll 3	10%	Residential	248,596,409	1.000000	248,596,409	0.10	24,859,641
020		Commercial	1,712,900	1.706190	2,922,533	0.10	292,253
		Commercial - VU/EL	78,500	1.194333	93,755	0.10	9,376
		Industrial	0	2.609301	0	0.10	0
		Industrial - VU/EL	0	1.696046	0	0.10	0
		Pipeline	2,385,000	2.051450	4,892,708	0.10	489,271
		Farmlands	1,846,600	0.250000	411,850	0.10	41,165
		Managed Forest	66,100	0.250000	16,525	0.10	1,653
		Total	254,485,509		258,933,580		25,693,358
		Total	508,258,709		514,166,168		169,235,170

Conclusion:

Percentage of assessment used in area recreational and cultural facilities and programs costsharing

$$\frac{169,235,170}{514,166,168} = 32.91\%$$

Payment in Lieu Assessment

Residential					
> Full	1,355,900	1.000000	1,355,900	32.91%	446,288
> General	1,357,000	1.000000	1,357,000	32.91%	446,650
Commercial					
> Full	277,600	1.706190	0	32.91%	0
> General	16,500	1.706190	28,152	32.91%	9,268
> VU / EL	0	1.194333	0	32.91%	0
Industrial					
> Full	0	2.609301	0	32.91%	0
> General	0	2.609301	0	32.91%	0
> VU / EL	0	1.696046	0	32.91%	0
Total	3,007,000		2,741,052	32.91%	902,203

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COSTSHARING

ELIZABETHTOWN KITLEY - ELIZABETHTOWN WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	0%	Residential	102,911,110	1.000000	102,911,110	0.00	0
010		Multi-Residential	1,459,000	1.000000	1,459,000	0.00	0
		Commercial	5,370,790	1.346400	7,231,232	0.00	0
		Commercial - VU/EL	112,400	0.942480	105,935	0.00	0
		Commercial - New Construction	449,900	1.346400	605,745	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	553,400	1.811400	1,002,429	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	473,010	1.811400	856,810	0.00	0
		Industrial - New Const. - VU/EL	589,990	1.177410	694,660	0.00	0
		Pipeline	13,419,000	1.655100	22,209,787	0.00	0
		Farmlands	1,601,500	0.250000	400,375	0.00	0
		Managed Forest	39,500	0.250000	9,875	0.00	0
		Total	126,979,600		137,486,958		0
Poll 2	0%	Residential	56,636,200	1.000000	56,636,200	0.00	0
015		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	12,182,400	1.346400	16,402,383	0.00	0
		Commercial - VU/EL	1,093,000	0.942480	1,030,131	0.00	0
		Commercial - New Construction	1,002,750	1.346400	1,350,103	0.00	0
		Commercial - New Const. - VU/EL	43,000	0.942480	40,527	0.00	0
		Industrial	1,304,800	1.811400	2,363,515	0.00	0
		Industrial - VU/EL	197,500	1.177410	232,538	0.00	0
		Industrial - New Construction	524,175	1.811400	949,491	0.00	0
		Industrial - New Const. - VU/EL	17,075	1.177410	20,104	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	251,000	0.250000	62,750	0.00	0
		Managed Forest	56,700	0.250000	14,175	0.00	0
		Total	73,308,600		79,101,916		0
Poll 3	0%	Residential	50,553,600	1.000000	50,553,600	0.00	0
020		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	2,227,000	1.346400	2,998,433	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	3,937,000	1.811400	7,131,482	0.00	0
		Industrial - VU/EL	60,000	1.177410	70,645	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	4,046,800	0.250000	1,011,700	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	60,824,400		61,765,859		0
Poll 4	0%	Residential	47,617,500	1.000000	47,617,500	0.00	0
025		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	121,700	1.346400	163,857	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	4,992,900	0.250000	1,248,225	0.00	0
		Managed Forest	57,100	0.250000	14,275	0.00	0
		Total	52,789,200		49,043,857		0

Poll 5 030	0%	Residential	87,846,400	1.000000	87,846,400	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	10,270,500	1.346400	13,826,201	0.00	0
		Commercial - VU/EL	321,100	0.942480	302,630	0.00	0
		Commercial - New Construction	21,300	1.346400	28,678	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	4,778,800	1.811400	8,656,318	0.00	0
		Industrial - VU/EL	243,500	1.177410	286,699	0.00	0
		Industrial - New Construction	625,500	1.811400	1,133,031	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	5,211,100	0.250000	1,302,775	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	109,318,200		113,384,733		0
Poll 6 035	0%	Residential	31,480,400	1.000000	31,480,400	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	33,300	1.346400	44,835	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	140,600	1.811400	254,683	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	948,400	0.250000	237,100	0.00	0
		Managed Forest	23,300	0.250000	5,825	0.00	0
		Total	32,626,000		32,022,843		0
Poll 7 040	0%	Residential	27,084,600	1.000000	27,084,600	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	634,200	1.346400	853,887	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	68,000	1.811400	123,175	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	1,527,000	0.250000	381,750	0.00	0
		Managed Forest	104,900	0.250000	26,225	0.00	0
		Total	29,418,700		28,469,637		0
Poll 8 045	0%	Residential	23,698,700	1.000000	23,698,700	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	56,300	1.346400	75,802	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	3,595,400	0.250000	898,850	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	27,350,400		24,673,352		0

Poll 9 050	0%	Residential	44,757,700	1.000000	44,757,700	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	1,565,600	1.346400	2,107,924	0.00	0
		Commercial - VU/EL	165,500	0.942480	155,980	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	411,300	1.811400	745,029	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	5,108,100	0.250000	1,277,025	0.00	0
		Managed Forest	29,400	0.250000	7,350	0.00	0
		Total	52,037,600		49,051,008		0
Poll 10 055	0%	Residential	10,851,800	1.000000	10,851,800	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	0	1.346400	0	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	1,384,100	0.250000	346,025	0.00	0
		Managed Forest	76,700	0.250000	19,175	0.00	0
		Total	12,312,600		11,217,000		0
Poll 11 060	0%	Residential	243,565,500	1.000000	243,565,500	0.00	0
		Multi-Residential	335,000	1.000000	335,000	0.00	0
		Commercial	2,093,400	1.346400	2,818,554	0.00	0
		Commercial - VU/EL	404,600	0.942480	381,327	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	1,196,500	0.250000	299,125	0.00	0
		Managed Forest	77,700	0.250000	19,425	0.00	0
		Total	247,672,700		247,418,931		0
		Total	824,638,000		833,636,095		0

Conclusion: Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{0}{833,636,095} = 0.0000\%$$

Payment in Lieu Assessment

Residential					
> Full	408,000	1.000000	408,000	0.00%	0
> General	2,682,800	1.000000	2,682,800	0.00%	0
Commercial					
> Full	8,176,610	1.346400	0	0.00%	0
> General	1,754,000	1.346400	2,361,588	0.00%	0
> VU / EL	59,000	0.942480	55,606	0.00%	0
Industrial					
> Full	0	1.811400	0	0.00%	0
> General	0	1.811400	0	0.00%	0
> VU / EL	0	1.177410	0	0.00%	0
Total	11,080,410		5,507,992	0.00%	0

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

ELIZABETHTOWN KITLEY - KITLEY WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1 029	70%	Residential	68,179,400	1.000000	68,179,400	0.70	47,725,580
		Multi-Residential	0	1.000000	0	0.70	0
		Commercial	1,979,300	1.346400	2,664,930	0.70	1,865,451
		Commercial - VU/EL	136,000	0.942480	128,177	0.70	89,724
		Commercial - New Construction	0	1.346400	0	0.70	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.70	0
		Industrial	421,600	1.811400	763,686	0.70	534,580
		Industrial - VU/EL	93,000	1.177410	109,499	0.70	76,649
		Industrial - New Construction	0	1.811400	0	0.70	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.70	0
		Pipeline	0	1.655100	0	0.70	0
		Farmlands	2,497,300	0.250000	624,325	0.70	437,028
		Managed Forest	- 32,900	0.250000	8,225	0.70	5,758
		Total	73,339,500		72,478,242		50,734,770
Poll 2 034	70%	Residential	39,447,300	1.000000	39,447,300	0.70	27,613,110
		Multi-Residential	0	1.000000	0	0.70	0
		Commercial	742,900	1.346400	1,000,241	0.70	700,168
		Commercial - VU/EL	49,800	0.942480	46,936	0.70	32,855
		Commercial - New Construction	0	1.346400	0	0.70	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.70	0
		Industrial	10,900	1.811400	19,744	0.70	13,821
		Industrial - VU/EL	0	1.177410	0	0.70	0
		Industrial - New Construction	0	1.811400	0	0.70	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.70	0
		Pipeline	0	1.655100	0	0.70	0
		Farmlands	1,120,700	0.250000	280,175	0.70	196,123
		Managed Forest	- 207,200	0.250000	51,800	0.70	36,260
		Total	41,578,800		40,848,195		28,592,337
Poll 3 039	0%	Residential	38,323,400	1.000000	38,323,400	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	358,700	1.346400	482,954	0.00	0
		Commercial - VU/EL	17,200	0.942480	16,211	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	138,000	1.811400	248,350	0.00	0
		Industrial - VU/EL	65,000	1.177410	76,532	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	3,267,500	0.250000	816,875	0.00	0
		Managed Forest	- 12,900	0.250000	3,225	0.00	0
		Total	42,180,700		39,965,546		0
Poll 4 044	40%	Residential	21,979,600	1.000000	21,979,600	0.40	8,791,840
		Multi-Residential	0	1.000000	0	0.40	0
		Commercial	18,100	1.346400	21,677	0.40	8,671
		Commercial - VU/EL	0	0.942480	0	0.40	0
		Commercial - New Construction	0	1.346400	0	0.40	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.40	0
		Industrial	0	1.811400	0	0.40	0
		Industrial - VU/EL	0	1.177410	0	0.40	0
		Industrial - New Construction	0	1.811400	0	0.40	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.40	0
		Pipeline	0	1.655100	0	0.40	0
		Farmlands	4,440,400	0.250000	1,110,100	0.40	444,040
		Managed Forest	- 13,600	0.250000	3,400	0.40	1,360
		Total	26,449,700		23,114,777		9,245,911

Poll 5	70%	Residential	37,129,900	1.000000	37,129,900	0.70	25,990,930
049		Multi-Residential	0	1.000000	0	0.70	0
		Commercial	66,300	1.346400	89,266	0.70	62,486
		Commercial - VU/EL	0	0.942480	0	0.70	0
		Commercial - New Construction	0	1.346400	0	0.70	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.70	0
		Industrial	0	1.811400	0	0.70	0
		Industrial - VU/EL	0	1.177410	0	0.70	0
		Industrial - New Construction	0	1.811400	0	0.70	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.70	0
		Pipeline	0	1.655100	0	0.70	0
		Farmlands	2,820,100	0.250000	705,025	0.70	493,518
		Managed Forest	31,700	0.250000	7,925	0.70	5,548
		Total	40,048,000		37,932,116		26,552,481
Total			223,598,700		214,336,877		115,125,498

Conclusion: Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{115,125,498}{214,336,877} = 53.71\%$$

Payment in Lieu Assessment

Residential					
> Full	0	1.000000	0	53.71%	0
> General	418,500	1.000000	418,500	53.71%	224,786
Commercial					
> Full	0	1.346400	0	53.71%	0
> General	0	1.346400	0	53.71%	0
> VU / EL	0	0.942480	0	53.71%	0
Industrial					
> Full	0	1.811400	0	53.71%	0
> General	0	1.811400	0	53.71%	0
> VU / EL	0	1.177410	0	53.71%	0
Total	418,500		418,500	53.71%	224,786

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COSTSHARING

MERRICKVILLE WOLFORD - MERRICKVILLE WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	0%	Residential	48,718,800	1.000000	48,718,800	0.00	0
010		Multi-Residential	1,063,000	1.000000	1,063,000	0.00	0
		Commercial	5,392,000	1.346400	7,259,789	0.00	0
		Commercial - VU/EL	400,000	0.942480	376,992	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	104,000	1.811400	188,386	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.855100	0	0.00	0
		Farmlands	34,400	0.250000	8,600	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	55,712,200		57,615,566		0
Poll 2	0%	Residential	66,599,440	1.000000	66,599,440	0.00	0
015		Multi-Residential	1,059,000	1.000000	1,059,000	0.00	0
		Commercial	8,922,960	1.346400	12,013,873	0.00	0
		Commercial - VU/EL	64,000	0.942480	60,319	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	258,100	1.811400	467,522	0.00	0
		Industrial - VU/EL	35,500	1.177410	41,798	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.855100	0	0.00	0
		Farmlands	45,700	0.250000	11,425	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	76,984,700		80,253,377		0
		Total	132,696,900		137,868,944		0

Conclusion:

Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{0}{137,868,944} = 0.00\%$$

Payment in Lieu Assessment

Residential					
> Full	373,200	1.000000	373,200	0.00%	0
> General	0	1.000000	0	0.00%	0
Commercial					
> Full	842,000	1.346400	0	0.00%	0
> General	283,000	1.346400	381,031	0.00%	0
> VU / EL	0	0.942480	0	0.00%	0
> New Construction Full	346,000	1.346400	465,854	0.00%	0
Industrial					
> Full	0	1.811400	0	0.00%	0
> General	0	1.811400	0	0.00%	0
> VU / EL	0	1.177410	0	0.00%	0
Total	1,844,200		1,220,086	0.00%	0

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

MERRICKVILLE WOLFORD - WOLFORD WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	30%	Residential	80,762,400	1.000000	80,762,400	0.30	24,228,720
010		Multi-Residential	0	1.000000	0	0.30	0
		Commercial	905,800	1.346400	1,219,569	0.30	365,871
		Commercial - VU/EL	0	0.942480	0	0.30	0
		Commercial - New Construction	0	1.346400	0	0.30	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.30	0
		Industrial	1,283,000	1.811400	2,324,026	0.30	697,208
		Industrial - VU/EL	0	1.177410	0	0.30	0
		Industrial - New Construction	0	1.811400	0	0.30	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.30	0
		Pipeline	783,000	1.655100	1,295,943	0.30	388,783
		Farmlands	2,436,900	0.250000	609,225	0.30	182,768
		Managed Forest	<u>310,800</u>	<u>0.250000</u>	<u>77,700</u>	<u>0.30</u>	<u>23,310</u>
		Total	86,481,900		86,288,864		25,886,659
Poll 2	0%	Residential	28,780,300	1.000000	28,780,300	0.00	0
015		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	0	1.346400	0	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	1,550,400	0.250000	387,600	0.00	0
		Managed Forest	<u>29,000</u>	<u>0.250000</u>	<u>7,250</u>	<u>0.00</u>	<u>0</u>
		Total	30,359,700		29,175,160		0
Poll 3	70%	Residential	22,623,000	1.000000	22,623,000	0.70	15,836,100
020		Multi-Residential	0	1.000000	0	0.70	0
		Commercial	3,540,600	1.346400	4,767,064	0.70	3,336,945
		Commercial - VU/EL	0	0.942480	0	0.70	0
		Commercial - New Construction	0	1.346400	0	0.70	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.70	0
		Industrial	0	1.811400	0	0.70	0
		Industrial - VU/EL	0	1.177410	0	0.70	0
		Industrial - New Construction	0	1.811400	0	0.70	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.70	0
		Pipeline	0	1.655100	0	0.70	0
		Farmlands	4,594,300	0.250000	1,148,575	0.70	804,003
		Managed Forest	<u>0</u>	<u>0.250000</u>	<u>0</u>	<u>0.70</u>	<u>0</u>
		Total	30,757,900		28,538,639		19,977,047
Poll 4	30%	Residential	20,511,700	1.000000	20,511,700	0.30	6,153,510
025		Multi-Residential	0	1.000000	0	0.30	0
		Commercial	72,400	1.346400	97,479	0.30	29,244
		Commercial - VU/EL	0	0.942480	0	0.30	0
		Commercial - New Construction	35,800	1.346400	48,201	0.30	14,460
		Commercial - New Const. - VU/EL	0	0.942480	0	0.30	0
		Industrial	0	1.811400	0	0.30	0
		Industrial - VU/EL	0	1.177410	0	0.30	0
		Industrial - New Construction	0	1.811400	0	0.30	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.30	0
		Pipeline	0	1.655100	0	0.30	0
		Farmlands	4,279,600	0.250000	1,069,900	0.30	320,970
		Managed Forest	<u>162,100</u>	<u>0.250000</u>	<u>40,525</u>	<u>0.30</u>	<u>12,158</u>
		Total	25,061,600		21,767,805		6,530,342

Poll 5	80%	Residential	35,190,400	1.000000	35,190,400	0.80	28,152,320
030		Multi-Residential	0	1.000000	0	0.80	0
		Commercial	212,300	1.346400	285,841	0.80	228,673
		Commercial - VU/EL	0	0.942480	0	0.80	0
		Commercial - New Construction	430,200	1.346400	579,221	0.80	463,377
		Commercial - New Const. - VU/EL	0	0.942480	0	0.80	0
		Industrial	43,500	1.811400	78,796	0.80	63,037
		Industrial - VU/EL	0	1.177410	0	0.80	0
		Industrial - New Construction	0	1.811400	0	0.80	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.80	0
		Pipeline	0	1.655100	0	0.80	0
		Farmlands	3,528,700	0.250000	882,175	0.80	705,740
		Managed Forest	30,700	0.250000	7,675	0.80	6,140
		Total	39,435,800		37,024,108		29,619,286
Total			212,096,900		202,794,566		82,013,334

Conclusion:

Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{82,013,334}{202,794,566} = 40.44\%$$

Payment In Lieu Assessment

Residential					
> Full	198,000	1.000000	198,000	40.44%	80,074
> General	217,000	1.000000	217,000	40.44%	87,758
Commercial					
> Full	855,000	1.346400	0	40.44%	0
> General	0	1.346400	0	40.44%	0
> VU / EL	27,500	0.942480	25,918	40.44%	10,482
Industrial					
> Full	0	1.811400	0	40.44%	0
> General	0	1.811400	0	40.44%	0
> VU / EL	0	1.177410	0	40.44%	0
Total	1,287,500		440,918	40.44%	178,314

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

MONTAGUE - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	40%	Residential	54,490,800	1.000000	54,490,800	0.40	21,796,240
010		Commercial	15,500	1.706190	26,446	0.40	10,578
		Commercial - VU/EL	0	1.194333	0	0.40	0
		Industrial	0	2.609301	0	0.40	0
		Industrial - VU/EL	0	1.696046	0	0.40	0
		Farmlands	1,272,900	0.250000	318,225	0.40	127,290
		Managed Forest	315,400	0.250000	78,850	0.40	31,540
		Total	58,094,400		54,914,121		21,965,648
Poll 2	40%	Residential	41,302,100	1.000000	41,302,100	0.40	16,520,840
015		Commercial	20,600	1.706190	35,148	0.40	14,059
		Commercial - VU/EL	0	1.194333	0	0.40	0
		Commercial - New Construction	47,800	1.706190	81,556	0.40	32,622
		Commercial - New Const. - VU/EL	0	1.194333	0	0.40	0
		Industrial	0	2.609301	0	0.40	0
		Industrial - VU/EL	0	1.696046	0	0.40	0
		Farmlands	1,869,400	0.250000	467,350	0.40	186,940
		Managed Forest	227,300	0.250000	56,825	0.40	22,730
		Total	43,467,200		41,942,978		16,777,191
Poll 3	70%	Residential	88,644,585	1.000000	88,644,585	0.70	62,051,210
020		Commercial	607,200	1.706190	1,035,999	0.70	725,199
		Commercial - VU/EL	0	1.194333	0	0.70	0
		Industrial	207,115	2.609301	540,425	0.70	378,298
		Industrial - VU/EL	0	1.696046	0	0.70	0
		Pipeline	0	2.051450	0	0.70	0
		Farmlands	3,883,500	0.250000	970,875	0.70	679,613
		Managed Forest	56,600	0.250000	14,150	0.70	9,905
		Total	93,389,000		91,206,034		63,844,224
Poll 4	80%	Residential	74,393,794	1.000000	74,393,794	0.80	59,515,035
025		Commercial	971,200	1.706190	1,657,052	0.80	1,325,641
		Commercial - VU/EL	58,700	1.194333	67,719	0.80	54,175
		Commercial - New Construction	98,400	1.706190	167,889	0.80	134,311
		Commercial - New Const. - VU/EL	36,600	1.194333	43,713	0.80	34,970
		Industrial	5,100	2.609301	13,307	0.80	10,646
		Industrial - VU/EL	0	1.696046	0	0.80	0
		Pipeline	0	2.051450	0	0.80	0
		Farmlands	2,144,793	0.250000	536,196	0.80	428,957
		Managed Forest	17,400	0.250000	4,350	0.80	3,480
		Total	77,723,977		76,884,019		61,507,215
Poll 5	80%	Residential	22,443,600	1.000000	22,443,600	0.80	17,954,880
030		Commercial	689,500	1.706190	1,142,294	0.80	913,835
		Commercial - VU/EL	58,100	1.194333	87,002	0.80	53,602
		Industrial	0	2.609301	0	0.80	0
		Industrial - VU/EL	26,000	1.696046	44,097	0.80	35,278
		Pipeline	0	2.051450	0	0.80	0
		Farmlands	83,700	0.250000	20,925	0.80	16,740
		Managed Forest	0	0.250000	0	0.80	0
		Total	23,278,900		23,717,918		18,974,335

Agenda Item #5.1

Poll 6 035	80%	Residential	26,220,200	1.000000	26,220,200	0.80	20,978,160
		Commercial	3,542,400	1.706190	6,044,007	0.80	4,835,206
		Commercial - VU/EL	188,500	1.194333	225,132	0.80	180,105
		Commercial - New Construction	99,800	1.706190	170,278	0.80	136,222
		Commercial - New Const. - VU/EL	37,200	1.194333	44,429	0.80	35,543
		Industrial	435,600	2.609301	1,136,612	0.80	909,289
		Industrial - VU/EL	234,300	1.696046	397,383	0.80	317,907
		Pipeline	0	2.051450	0	0.80	0
		Farmlands	179,200	0.250000	44,800	0.80	35,840
		Managed Forest	0	0.250000	0	0.80	0
Total			30,937,200		34,282,841		27,426,273

Poll 7 040	80%	Residential	31,314,700	1.000000	31,314,700	0.80	25,051,760
		Commercial	412,600	1.706190	703,974	0.80	563,179
		Commercial - VU/EL	0	1.194333	0	0.80	0
		Industrial	0	2.609301	0	0.80	0
		Industrial - VU/EL	0	1.696046	0	0.80	0
		Pipeline	1,178,000	2.051450	2,416,608	0.80	1,933,286
		Farmlands	898,400	0.250000	224,600	0.80	179,680
		Managed Forest	0	0.250000	0	0.80	0
		Total	33,803,700		34,659,882		27,727,906

Total	358,704,377	357,607,794	238,222,792
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Conclusion: Percentage of assessment used in area recreational and cultural facilities and programs costsharing

$$\frac{238,222,792}{357,607,794} = 66.62\%$$

Payment In Lieu Assessment

Residential					
> Full	244,298	1.000000	244,298	66.62%	162,741
> General	171,000	1.000000	171,000	66.62%	113,913
Commercial					
> Full	409,702	1.706190	0	66.62%	0
> General	597,000	1.706190	1,018,595	66.62%	678,544
> VU / EL	0	1.194333	0	66.62%	0
Industrial					
> Full	0	2.609301	0	66.62%	0
> General	0	2.609301	0	66.62%	0
> VU / EL	0	1.696046	0	66.62%	0
Total	1,422,000		1,433,893	66.62%	955,198

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

RIDEAU LAKES - BASTARD and SOUTH BURGESS WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	10%	Residential	250,626,005	1.000000	250,626,005	0.10	25,062,601
036		Multi-Residential	1,424,000	1.000000	1,424,000	0.10	142,400
		Commercial	7,275,395	1.346400	9,795,592	0.10	979,559
		Commercial - VU/EL	0	0.942480	0	0.10	0
		Commercial - New Construction	0	1.346400	0	0.10	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.10	0
		Industrial	0	1.811400	0	0.10	0
		Industrial - VU/EL	0	1.177410	0	0.10	0
		Industrial - New Construction	0	1.811400	0	0.10	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.10	0
		Pipeline	0	1.655100	0	0.10	0
		Farmlands	2,112,800	0.250000	528,200	0.10	52,820
		Managed Forest	953,300	0.250000	238,325	0.10	23,833
		Total	282,391,500		282,612,122		28,261,212
Poll 2	10%	Residential	25,185,400	1.000000	25,185,400	0.10	2,518,540
041		Multi-Residential	0	1.000000	0	0.10	0
		Commercial	210,900	1.346400	283,958	0.10	28,398
		Commercial - VU/EL	7,100	0.942480	6,692	0.10	669
		Commercial - New Construction	0	1.346400	0	0.10	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.10	0
		Industrial	250,000	1.811400	452,850	0.10	45,285
		Industrial - VU/EL	0	1.177410	0	0.10	0
		Industrial - New Construction	0	1.811400	0	0.10	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.10	0
		Pipeline	0	1.655100	0	0.10	0
		Farmlands	3,833,800	0.250000	958,450	0.10	95,845
		Managed Forest	50,200	0.250000	12,550	0.10	1,255
		Total	28,537,400		28,899,897		2,689,990
Poll 3	0%	Residential	27,566,300	1.000000	27,566,300	0.00	0
046		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	63,000	1.346400	84,823	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	5,103,700	0.250000	1,275,925	0.00	0
		Managed Forest	225,700	0.250000	56,425	0.00	0
		Total	32,958,700		28,983,473		0
Poll 4	0%	Residential	132,581,215	1.000000	132,581,215	0.00	0
051		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	1,239,085	1.346400	1,668,304	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	7,444,700	0.250000	1,861,175	0.00	0
		Managed Forest	1,081,300	0.250000	270,325	0.00	0
		Total	142,346,300		136,381,019		0

Poll 5	0%	Residential	111,036,370	1.000000	111,036,370	0.00	0
056		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	1,670,100	1.346400	2,248,623	0.00	0
		Commercial - VU/EL	11,200	0.942480	10,556	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	29,000	1.811400	52,531	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	2,789,500	0.250000	697,375	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	115,536,170		114,045,454		0
Total			582,770,070		588,921,965		28,951,202

Conclusion: Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{28,951,202}{588,921,965} = 5.09\%$$

Payment in Lieu Assessment

Residential					
> Full	216,000	1.000000	216,000	5.09%	10,992
> General	1,447,500	1.000000	1,447,500	5.09%	73,660
Commercial					
> Full	1,428,100	1.346400	0	5.09%	0
> General	274,000	1.346400	368,914	5.09%	18,773
> VU / EL	236,000	0.942480	222,425	5.09%	11,319
Industrial					
> Full	0	1.811400	0	5.09%	0
> General	0	1.811400	0	5.09%	0
> VU / EL	0	1.177410	0	5.09%	0
Total	3,601,600		2,254,839	5.09%	114,744

RIDEAU LAKES - NEWBORO WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1 041	0%	Residential	34,563,400	1.000000	34,563,400	0.00	0
		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	2,886,900	1.346400	3,886,922	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	8,500	0.250000	2,125	0.00	0
		Managed Forest	0	0.250000	0	0.00	0
		Total	37,458,800		38,452,447		0
Total		37,458.800		38,452,447		0	

Conclusion: Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{0}{38,452,447} = 0.00\%$$

Payment In Lieu Assessment

Residential						
> Full	715,500	1.000000	715,500	0.00%		0
> General	0	1.000000	0	0.00%		0
Commercial						
> Full	493,000	1.346400	0	0.00%		0
> General	0	1.346400	0	0.00%		0
> VU / EL	0	0.942480	0	0.00%		0
Industrial						
> Full	0	1.811400	0	0.00%		0
> General	0	1.811400	0	0.00%		0
> VU / EL	0	1.177410	0	0.00%		0
Total	1,208,500		715,500	0.00%		0

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

RIDEAU LAKES - SOUTH CROSBY WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	0%	Residential	182,695,500	1.000000	182,695,500	0.00	0
041		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	1,512,700	1.346400	2,036,699	0.00	0
		Commercial - VU/EL	13,700	0.942480	12,912	0.00	0
		Commercial - New Construction	105,000	1.346400	141,372	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	31,000	1.811400	56,153	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	1,888,000	1.811400	3,419,923	0.00	0
		Industrial - New Const. - VU/EL	230,700	1.177410	271,628	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	3,410,100	0.250000	852,525	0.00	0
		Managed Forest	90,500	0.250000	22,625	0.00	0
		Total	189,977,200		189,509,338		0
Poll 2	0%	Residential	129,118,200	1.000000	129,118,200	0.00	0
046		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	258,700	1.346400	348,314	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	0	1.811400	0	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	1,892,500	0.250000	473,125	0.00	0
		Managed Forest	799,500	0.250000	199,875	0.00	0
		Total	132,068,900		130,139,514		0
Poll 3	0%	Residential	99,616,171	1.000000	99,616,171	0.00	0
051		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	389,400	1.346400	524,288	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	0	1.346400	0	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	120,072	1.811400	217,498	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	4,049,157	0.250000	1,012,289	0.00	0
		Managed Forest	50,300	0.250000	12,575	0.00	0
		Total	104,225,100		101,382,822		0
		Total	426,271,200		421,031,674		0

Conclusion:

Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{0}{421,031,674} = 0.00\%$$

Payment in Lieu Assessment

Residential				
> Full	1.000000	0	0.00%	0
> General	1.000000	0	0.00%	0
Commercial				
> Full	1.346400	0	0.00%	0
> General	1.346400	0	0.00%	0
> VU / EL	0.942480	0	0.00%	0
Industrial				
> Full	1.811400	0	0.00%	0
> General	1.811400	0	0.00%	0
> VU / EL	1.177410	0	0.00%	0
Total	<hr/>	<hr/>	<hr/>	<hr/>
	0	0	0.00%	0

THE GREATER SMITHS FALLS AREA
PROPOSED RECREATION COST SHARING

RIDEAU LAKES - NORTH CROSBY WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	0%	Residential	147,891,500	1.000000	147,891,500	0.00	0
041		Multi-Residential		1.000000	0	0.00	0
		Commercial	1,538,800	1.348400	2,071,571	0.00	0
		Commercial - VU/EL	16,700	0.942480	15,739	0.00	0
		Commercial - New Construction	355,900	1.346400	479,184	0.00	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.00	0
		Industrial	36,700	1.811400	66,478	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	3,417,900	0.250000	854,475	0.00	0
		Managed Forest	265,800	0.250000	66,450	0.00	0
		Total	153,523,100		151,445,398		0
Poll 2	0%	Residential	190,262,765	1.000000	190,262,765	0.00	0
046		Multi-Residential	2,852,000	1.000000	2,852,000	0.00	0
		Commercial	5,788,935	1.348400	7,794,222	0.00	0
		Commercial - VU/EL	30,000	0.942480	28,274	0.00	0
		Commercial - New Construction	416,000	1.346400	560,102	0.00	0
		Commercial - New Const. - VU/EL	20,000	0.942480	18,850	0.00	0
		Industrial	29,500	1.811400	53,436	0.00	0
		Industrial - VU/EL	0	1.177410	0	0.00	0
		Industrial - New Construction	0	1.811400	0	0.00	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	4,249,800	0.250000	1,062,450	0.00	0
		Managed Forest	44,000	0.250000	11,000	0.00	0
		Total	203,693,000		202,643,100		0
Poll 3	0%	Residential	126,981,840	1.000000	126,981,840	0.00	0
051		Multi-Residential	0	1.000000	0	0.00	0
		Commercial	786,360	1.348400	1,058,755	0.00	0
		Commercial - VU/EL	0	0.942480	0	0.00	0
		Commercial - New Construction	266,800	1.346400	366,148	0.00	0
		Commercial - New Const. - VU/EL	31,500	0.942480	29,688	0.00	0
		Industrial	38,000	1.811400	68,833	0.00	0
		Industrial - VU/EL	21,000	1.177410	24,726	0.00	0
		Industrial - New Construction	1,192,743	1.811400	2,160,535	0.00	0
		Industrial - New Const. - VU/EL	672,457	1.177410	791,758	0.00	0
		Pipeline	0	1.655100	0	0.00	0
		Farmlands	2,599,400	0.250000	649,850	0.00	0
		Managed Forest	115,100	0.250000	28,775	0.00	0
		Total	132,725,200		132,180,907		0
Total			489,941,300		486,269,404		0

Conclusion: Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

$$\frac{0}{486,269,404} = 0.00\%$$

Payment In Lieu Assessment

Residential					
> Full	2,112,600	1.000000	2,112,600	0.00%	0
> General	0	1.000000	0	0.00%	0
Commercial					
> Full	1,002,300	1.346400	0	0.00%	0
> General	0	1.346400	0	0.00%	0
> VU / EL	142,000	0.942480	133,832	0.00%	0
Industrial					
> Full	0	1.811400	0	0.00%	0
> General	0	1.811400	0	0.00%	0
> VU / EL	0	1.177410	0	0.00%	0
Total	3,256,900		2,246,432	0.00%	0

RIDEAU LAKES - SOUTH ELMSLEY WARD - ASSESSMENT BY POLL

		Property Class	Assessment	Tax Ratio	Weighted Assessment	Factor	Adjusted Assessment
Poll 1	80%	Residential	451,712,985	1.000000	451,712,985	0.80	361,370,388
033		Multi-Residential	0	1.000000	0	0.80	0
		Commercial	2,805,809	1.346400	3,508,461	0.80	2,806,769
		Commercial - VU/EL	47,906	0.942480	45,150	0.80	36,120
		Commercial - New Construction	0	1.346400	0	0.80	0
		Commercial - New Const. - VU/EL	0	0.942480	0	0.80	0
		Industrial	981,800	1.811400	1,778,433	0.80	1,422,746
		Industrial - VU/EL	0	1.177410	0	0.80	0
		Industrial - New Construction	0	1.811400	0	0.80	0
		Industrial - New Const. - VU/EL	0	1.177410	0	0.80	0
		Pipeline	659,000	1.655100	1,080,711	0.80	872,569
		Farmlands	3,956,500	0.250000	989,125	0.80	791,300
		Managed Forest	235,800	0.250000	58,950	0.80	47,160
		Total	480,199,800		459,183,815		367,347,052
Poll 2	80%	Residential	159,490,800	1.000000	159,490,800	0.80	127,592,640
038		Multi-Residential	0	1.000000	0	0.80	0
		Commercial	8,383,800	1.346400	11,287,948	0.80	9,030,359
		Commercial - VU/EL	302,300	0.942480	284,912	0.80	227,929
		Commercial - New Construction	2,585,000	1.346400	3,480,444	0.80	2,784,355
		Commercial - New Const. - VU/EL	0	0.942480	0	0.80	0
		Industrial	124,500	1.811400	225,519	0.80	180,415
		Industrial - VU/EL	0	1.177410	0	0.80	0
		Industrial - New Construction	864,400	1.811400	1,565,774	0.80	1,252,619
		Industrial - New Const. - VU/EL	0	1.177410	0	0.80	0
		Pipeline	0	1.655100	0	0.80	0
		Farmlands	3,285,600	0.250000	821,400	0.80	657,120
		Managed Forest	0	0.250000	0	0.80	0
		Total	175,036,400		177,156,797		141,725,438
		Total	635,236,200		636,340,613		509,072,490

Conclusion:

Percentage of assessment used in area recreational and cultural facilities and programs cost sharing

509,072,490
636,340,613 = 80.00%

Payment In Lieu Assessment

Residential					
> Full	599,500	1.000000	599,500	80.00%	479,600
> General	222,300	1.000000	222,300	80.00%	177,840
Commercial					
> Full	111,500	1.346400	0	80.00%	0
> General	166,500	1.346400	224,176	80.00%	179,340
> VU / EL	0	0.942480	0	80.00%	0
Industrial					
> Full	0	1.811400	0	80.00%	0
> General	0	1.811400	0	80.00%	0
> VU / EL	0	1.177410	0	80.00%	0
Total	1,099,800		1,045,978	80.00%	836,780

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELSLEY**

BY-LAW NUMBER 2017-029

**A BY-LAW RESPECTING BUILDING PERMITS AND INSPECTIONS
(CONSTRUCTION, DEMOLITION AND CHANGE OF USE PERMITS)**

BEING A BY-LAW to establish a by-law respecting building permits and inspections (construction, demolition and change of use permits).

WHEREAS Section 7 of the Building Code Act, 1992, S.O. 1992, Chapter 23, provides that a municipality may pass by-laws applicable in the area in which the municipality has jurisdiction for the enforcement of this Act, including by-laws respecting construction, demolition and change of use permits, fees and inspections;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1.0 SHORT TITLE

1.1 This by-law may be cited as “The Building By-law”.

Section 2.0 DEFINITIONS

For the purpose of this by-law the following definitions shall apply:

- 2.1 "Act" means the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended.
- 2.2 "Applicant" means the owner of a building or property who applies for a permit or any person authorized by the owner to apply for a permit on the owner's behalf.
- 2.3 "Architect" means a holder of a license, a certificate of practice, or a temporary license under the Architect's Act as defined in the Building Code.
- 2.4 "as constructed plans" means construction plans and specifications that show the building and location of the building on the property as the building has been constructed.
- 2.5 "Building" means a building as defined in Section 1(1) of the Act.
- 2.6 "Building Code" means the regulations made under Section 34 of the Act.
- 2.7 "Chief Building Official" means the chief building official appointed by the Corporation of the Township of Drummond/North Elmsley for the purposes of enforcement of the Act.
- 2.8 "Corporation" means the Corporation of the Township of Drummond/North Elmsley.

- 2.9 "farm building" means a farm building as defined in the building code.
- 2.10 "floor area" means the space on every storey or level of a building between exterior walls and required firewalls, including the space occupied by interior walls and partitions, but not including exits, vertical service spaces and their enclosing assemblies.
- 2.11 "owner" in respect of the property on which construction or demolition will take place, includes the registered owner, a lessee and a mortgagee in possession.
- 2.12 "permit" means written permission or written authorization from the chief building official to perform work regulated by this by-law and the Act, or to change the use of a building or part of a building or parts thereof as regulated by the Act.
- 2.13 "permit holder" means the applicant to whom the permit has been issued and whom assumes the primary responsibility for complying with the Act and the Building Code.
- 2.14 "plumbing" means plumbing as defined in Section 1(1) of the Act.
- 2.15 "professional engineer" means a person who holds a license or a temporary license under the Professional Engineer's Act, as defined in the Building Code.
- 2.16 "sewage system" means a sewage system as defined in Section 1(1) of the Act."
- 2.17 Unless specifically modified or changed herein, words or expressions used in this by-law have the same meaning as given or used in the Building Code Act, 1992, S.O. 1992, Chapter 23 as amended.
- 2.18 "Useable Living Space" – The floor area of a residential occupancy that has been constructed to a degree that residential use and enjoyment can occur.
- 2.19 "Useable Non-Living Space" – The floor area of a residential occupancy building that has been constructed such that the main purpose would be to provide storage or building services and that has a height greater than 1.65m. over 90% of the enclosed area.
- 2.20 Terms which may be used in the by-law and which are defined in the Building Code Act, 1992, S.O. 1992, Chapter 23, include: "change certificate"; "construct"; "demolish"; "director"; "final certificate"; "inspector"; "Minister"; "municipality"; "officer", "planning board"; "plans review certificate"; "principal authority"; "registered code agency"; and "regulations".

Section 3.0 CLASSES OF PERMITS

- 3.1 Classes of permits with respect to construction, demolition and change of use of

building permits and permit fees shall be as set out in Schedule "A" to this By-law.

Section 4.0 APPLICATION FOR PERMIT

- 4.1 To obtain a permit for construction of a new building, demolition, alteration/repair to an existing building, or for a conditional/partial permit, the owner or an agent authorized in writing by the owner shall file an application in writing by completing a prescribed form available at the offices of the municipality or from the Building Code website www.obc.mah.gov.on.ca. Forms prescribed by the municipality under clause 7(f) of the Act shall be set out in Schedule "B" to this By-law and shall be submitted as part of the application for permit. These forms may be updated or added to from time to time by the Chief Building Official without requiring an amendment to this by-law to provide sufficient information on which to assess an application.
- 4.2 Every application for permit shall be accompanied by the required fee, as detailed in Schedule "A" to this By-law.
- 4.3 Every application for a permit shall be submitted to the Chief Building Official, and contain the following information:
 - (1) Where application is made for a construction or demolition permit under Subsection 8(1) the Act, the application shall:
 - (a) use the provincial application form, "Application for a Permit to Construct or Demolish"; and
 - (b) include complete plans and specifications, documents and other information as required by Part C Article 1.3.1.3.(5) of the Building Code and as described in **Section 5** of this by-law for the work to be covered by the permit.
 - (2) Where application is made for a conditional permit under subsection 8(3) of the Act, the application shall:
 - (a) use the provincial application form, "Application for a Permit to Construct or Demolish"; and
 - (b) include complete plans and specifications, documents and other information as required by Part C Article 1.3.1.3.(5) of the Building Code and as described in Section 5 of this by-law for the work to be covered by the permit; and
 - (c) state the reasons why the applicant believes that unreasonable delays in construction would occur if a conditional permit is not granted; and
 - (d) state the necessary approvals which must be obtained in respect of the proposed building and the time in which such approvals will be obtained; and
 - (e) state the time in which plans and specifications of the complete building will be filed with the Chief Building Official.

- (3) Where application is made for a change of use permit issued under subsection 10.-(1) of the Act, the application shall:
 - (a) use the prescribed application form set out in Schedule B to this by-law
 - (b) describe the building in which the occupancy is to be changed, by a description that will readily identify and locate the building,
 - (c) identify and describe in detail the current and proposed occupancies of the building or part of a building for which the application is made,
 - (d) include plans and specifications showing the current and proposed occupancy of all parts of the building, and which contain sufficient information to establish compliance with the requirements of the Building Code, including: floor plans; details of wall, ceiling and roof assemblies identifying required fire resistance ratings and load bearing capacities, details of the existing "sewage system", (its satisfactory sizing/functioning) if any,
 - (e) state the name, address and telephone number of the owner,
 - (f) be signed by the owner or his or her authorized agent who shall certify the truth of the contents of the application.

4.4 **Revision to Permit**

Any revision of the permit after the permit has been issued must conform to Section 8.(12) of the Act. The change can not occur until the Chief Building Official acknowledges and accepts the changes in written communication.

4.5 **Transfer of Permits**

Every application for a transfer of permit issued under clause 7(h) of the Act when land changes ownership shall be submitted in writing to the Chief Building Official, and shall:

- (a) require a written assumption of responsibility by the new owner,
- (b) state the name, address and telephone number of the new owner.

Section 5.0 PLANS SPECIFICATIONS AND INFORMATION

- 5.1 Sufficient information shall be submitted with each application for a permit to enable the Chief Building Official to determine whether or not the proposed construction, demolition or change of use will conform to the Act, the Building Code and any other applicable law. See Schedule "B".
- 5.2 Unless otherwise specified by the Chief Building Official, each application shall be accompanied by two complete sets of the plans and specifications and other information required under this by-law.

- 5.3 Building construction plans shall be drawn to scale on paper, or other durable material, shall be legible and, without limiting the generality of the foregoing, shall include such working drawings as set out in Schedule "B" to this By-law unless otherwise specified by the Chief Building Official.
- 5.4 Unless otherwise permitted by the Chief Building Official site plans (or plot plans) shall be referenced to an up-to-date survey and, when required to demonstrate compliance with the Act, the Building Code or other applicable law, a copy of the survey shall be submitted to the chief building official.
- 5.5 Site plans (or plot plans) shall show:
- (1) Lot size and the dimensions of property lines and setbacks to all existing or proposed buildings; and
 - (2) existing and finished ground levels or grades, and
 - (3) existing rights-of-way, easements and water (well/waterline location) and sewage systems location (septic tank/tile bed locations) and
 - (4) show all existing and proposed buildings and structures and distances between.

Section 6.0 EQUIVALENTS

- 6.1 Where an application for a permit or for authorization to make a material change to a plan, specification, document or other information on the basis of which a permit was issued, contains an equivalent material, system or building design for which authorization under section 9 of the Act is requested, the following information shall be provided:
- (1) the prescribed application form set out in Schedule B to this by-law shall be submitted;
 - (2) a description of the proposed material, system or building design for which authorization under section 9 of the Act is requested; and
 - (3) any applicable provisions of the Building Code; and
 - (4) evidence that the proposed material, system or building design will provide the level of performance required by the Building Code.
- 6.2 Approved equivalents shall be recorded and logged in the Building Permit File.

Section 7.0 FEES

- 7.1 Fees for a required permit shall be as set out in Schedule A to this by-law and are due and payable upon submission of an application for a permit. Where needed the Chief Building Official after considering the submission will make any necessary adjustments to the submitted fee.
- 7.2 Where the fees payable in respect of an application for a construction or demolition permit issued under subsection 8(1) of the Act or a conditional permit under subsection 8(3) of the Act are based on the cost of valuation of the proposed work, the cost of valuation of the proposed work shall mean the total cost of all work

regulated by the permit including the cost of all material, labour, equipment, overhead and professional and related services.

- 7.3 Where the fees payable in respect of an application for a construction or demolition permit issued under subsection 8(1) of the Act or a conditional permit issued under subsection 8(3) of the Act are based on a floor area, floor area shall mean the total floor space of all storeys above or below grade measured as the horizontal area between the exterior walls of the building.
- 7.4 Where fees payable in respect of an application for a change of use permit issued under subsection 10(1) of the Act are based on a floor area, floor area shall mean the total floor space of all storeys above or below grade subject to the change of use.
- 7.5 The chief building official may place a valuation on the cost of the proposed work for the purposes of establishing the permit fee or calculate the fee based on floor area, and where disputed by the applicant, the applicant shall pay the required fee under protest and, within six months of completion of the project, shall submit an audited statement of the actual costs, and where the audited costs are determined to be less than the valuation, the chief building official shall issue a refund.
- 7.6 In the case of withdrawal of an application or abandonment of all or a portion of the work or the non-commencement of any project, the chief building official shall determine the amount of paid permit fees that may be refunded to the applicant, if any, in accordance with Schedule C attached to and forming part of this by-law.

Section 8.0 CHANGES TO PERMIT FEES

- 8.1 Changes to the Township's permit fees shall be undertaken in accordance with Part C Article 1.9.8.2 of the Building Code. The Township shall hold at least one public meeting at which any person who attends has an opportunity to make representations with respect to the matter.

The notice shall include an estimate of the costs for administering and enforcing the Act, the amount of the fee or any change to the existing fee and the rationale for imposing or changing the fee.

- 8.2 Any person or organization wishing to receive notice of a public meeting respecting changes in building fees shall file a written request with the Clerk of the Municipality, providing their name and current mailing address.
- 8.3 Notice shall be provided by pre-paid first class mail not later than twenty-one (21) days prior to a public meeting respecting changes to fees to every person and organization that has, within five years before the day of the public meeting, requested that the Township provide the person or organization with such notice in accordance with Section 8.2 above.

Section 9.0 INSPECTION REQUIREMENTS

- 9.1 The owner or an authorized agent shall notify the building official at least two (2) business days prior to the need for an inspection for each stage of construction for which notice in advance is requirement under the Ontario Building Code.
- 9.2 After a mandatory inspection notice has been given under Part C Article 1.3.5.1 of the Building Code, an inspector shall undertake a site inspection not later than two (2) days after the notice is given. In the case of site inspections of sewage systems, the Building Code Part C 1.3.5.3.(2) requires such inspections to be undertaken in five (5) days. (Note: The Township contracts with the Lanark, Leeds & Grenville District Health Unit for Sewage System Permits under Part 8 of the Building Code).

The time periods exclude Saturdays, holidays and all other days when the offices of the principal authority are not open for the transaction of business with the public.

Section 10.0 PRESCRIBED FORMS

- 10.1 The forms prescribed for use as applications for permits, for orders and for inspection reports and authorized under the Building Code or otherwise as detailed in Schedule B to this by-law.

Section 11.0 AS CONSTRUCTED PLANS

- 11.1 The chief building official may require that a set of plans of a building or any class of buildings as constructed be filed with the chief building official on completion of construction under such conditions as may be prescribed in the Building Code.

Section 12.0 PERMIT REVOCATION, DEFERRAL OF REVOCATION**12.1 Revocation of Permit**

Subject to section 8.(10) of the Act, the chief building official may revoke a permit issued under the Act and this by-law.

- (a) if it was issued on mistake, false or incorrect information;
- (b) if, after six months after its issuance, the construction or demolition in respect of which it was issued has not, in the opinion of the chief building official, been seriously commenced;
- (c) if the construction or demolition of the building is, in the opinion of the chief building official, substantially suspended or discontinued for a period of more than one year;

- (d) if it was issued in error;
- (e) if the permit holder requests in writing that it be revoked; or
- (f) if a term of the agreement under section 8(3)(c) of the Act has not been complied with.

12.2 Notice of Revocation of a Permit

- (a) Prior to revoking a permit under Clauses 8(10)(b) and (c) of the Act, the chief building official shall give written notice of intention to revoke to the permit holder at his or her last known address and if on the expiration of thirty (30) days from the date of such notice, the ground for revocation continues to exist, the permit may be revoked without further notice and all submitted plans and other information may be disposed of.

12.3 Deferral of Revocation

- (a) On receipt of a notice of intention to revoke a permit, a permit holder may request in writing, within thirty (30) days from the date thereof, the chief building official to defer the revocation of such permit;
- (b) A request for deferral shall set out the reasons why the permit should not be revoked and the date by which the work will be commenced or resumed;
- (c) Having considered the circumstances of the request and having determined that there have been no changes to the Act and the Building Code and any other applicable law which would have prevented the issuance of the original permit, the chief building official may allow a deferral to a prescribed date, and shall notify the permit holder;
- (d) A request for deferral of revocation is subject to a fee in accordance with Schedule A.

Section 13.0 OFFENCES

- 13.1 A person is guilty of an offence if the person:
 - (a) knowingly furnishes false information in any application under the Act or in any statement or return required to be furnished under the Act or the regulations;
 - (b) fails to comply with an order, direction or other requirement made under the Act; or
 - (c) contravenes the Act or the regulations or a by-law passed under the Act.
- 13.2 Any person who contravenes any provision of this By-law, is guilty of an offence as provided for in Section 36 of the Building Code Act.

Section 14.0 SEVERABILITY

- 14.1 Should any section, subsection, clause or provision of this By-law be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-law as a whole or any part thereof, other than the part so declared to be invalid.

Section 15.0 CODE OF CONDUCT

- 15.1 The Township's Building Officials shall be bound by the Code of Conduct as detailed in Schedule D.

Section 16.0 EFFECTIVE DATE

- 16.1 This By-law shall take full effect on the day of its passing.

Section 17.0 REPEAL

- 17.1 By-law Number 2014-023 is hereby repealed.

By-law read a first, second and third time and finally passed this 9th day of May 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**SCHEDULE A
(TO BY-LAW NUMBER 2017-029)**

CLASSES OF PERMITS AND PERMIT FEES

Classes of Permits and Permit Fees	
Class of Permit	Fees
<i>Residential</i>	
New construction of or addition to single, semi-detached or duplex dwelling units. The floor area is useable living space.	\$0.50 per square foot or \$5.382 per square metre Minimum fee in this class is \$50.00
New construction of or addition to single, semi-detached or duplex dwelling units. The floor area is useable as non living space.	\$0.35 per square foot or \$3.767 per square metre Minimum fee in this class is \$50.00
Major renovations to existing single, semi-detached or duplex dwelling units. The floor area is useable living space greater than 215 square feet	\$0.50 per square foot or \$5.382 per square metre Minimum fee in this class is \$50.00
Major renovations to existing single, semi-detached or duplex dwelling units. The floor area is useable as non living space, greater than 215 square feet	\$0.35 per square foot or \$3.767 per square metre Minimum fee in this class is \$50.00
Minor renovations to existing single, semi-detached or duplex dwelling units. The floor area involved is less than 215 feet squared or 20 metres squared or a deck which is not enclosed or covered.	\$0.25 per square foot or \$2.691 per square metre Minimum fee in this class is \$50.00
Accessory buildings that are on lots which abut navigable waterways. The floor area is useable living space.	\$0.50 per square foot or \$5.382 per square metre Minimum fee in this class is \$50.00
Residential attached garages or carport or detached accessory buildings. The floor area is useable as non living space.	\$0.35 per square foot or \$3.767 per square metre Minimum fee in this class is \$50.00
<i>Industrial/Commercial or Public Buildings</i>	
The new construction of any Industrial, commercial or public building	\$0.50 per square foot or \$5.382 per square metre Minimum fee in this class is \$200.00
The new addition to any established Industrial, commercial or public building	\$0.50 per square foot or \$5.382 per square metre Minimum fee in this class is \$200.00
The alteration, repair or renovation of any Industrial, commercial or public building	\$0.50 per square foot or \$5.382 per square metre Minimum fee in this class is \$200.00
<i>Farm (Farm Registration Number Required)</i>	
The new construction of any farm building.	\$0.10 per square foot or \$1.076 per square metre Maximum fee in this class is \$200.00 if structure is less than 600 meters squared and \$2500.00 if structure is greater than 600 meters squared.

The alteration, repair or renovation of any farm building.	<p>\$0.10 per square foot or \$1.076 per square metre</p> <p>Maximum fee in this class is \$200.00 if structure is less than 600 meters squared and \$2500.00 if structure is greater than 600 meters squared.</p>
Miscellaneous	
Solid Fuel Appliance Permit	\$60.00
Demolition Permit	\$60.00
Change of Use Permits	\$60.00
Plumbing Permit	\$60.00
Transfer of Permit	\$60.00
Substantial Revision of Permit	\$60.00
Required for Referral of Revocation of Permit	\$60.00
Conditional Permit	\$250.00 plus \$2000.00 deposit
Discretionary Surcharge for Starting Construction Without Permit or Authorization	\$250.00
Refunds for Revocation	See Schedule C
Pool permits	See Pool By-Law
Extensive plan examination greater than 3 Hours	\$75.00/ hour
Reactivation of permits more than 2 years since the last inspection	100% of original fee not to exceed \$275.00
Minimum Permit fee	\$60.00

**SCHEDULE B
(TO BY-LAW NUMBER 2017-029)**

FORMS PRESCRIBED BY THE MUNICIPALITY

B.1 Owner's Authorization for Agent to Act

B.2 Prescribed Forms

- 1) Building Permit Application Form
- 2) Schedule 1 Form – Designer Information Form
- 3) Tarion Home Warranty Form
- 4) Agreement to Review Form

B.3 Plot Plan Submission

B.4 Working Drawings

List of Plans or Working Drawings which may be required to accompany applications for permits

- 1) Site Plan (two sets of plans)
- 2) Floor Plans (two sets)
- 3) Foundation Plans (two sets)
- 4) Framing Plans (two sets)
- 5) Roof Plans (two sets)
- 6) Reflected Ceiling Plans (two sets)
- 7) Sections and Details (two sets)
- 8) Building Elevations (two sets)
- 9) Electrical Drawings (two sets)
- 10) Heating, Ventilation and Air Conditioning Drawings (2 sets)
- 11) Plumbing Drawings (2 sets)
- 12) Fire Alarm and Sprinkler Plan (two sets)

Note: The chief building official may specify that not all the above-mentioned plans are required to accompany an application for a permit. Information guidelines may be provided by the municipality to specify which plans are necessary for different types of construction. Any other plans as may be required may be requested by the chief building official.

B.5 Change of Use Permit

B.6 Demolition Permit

**SCHEDULE C
(TO BY-LAW NUMBER 2017-029)**

RESPECTING REFUNDS

Status of Permit Application	Percentage of Fee Eligible for Refund
1) Application filed. No processing or review of plans submitted	90%
2) Application filed. Plans reviewed.	70%
3) Application filed and permit issued.	60%
4) Application filed. Plans reviewed and permit issued.	80%
5) Additional deduction for each field inspection that had been performed.	10%
6) Permits valued at less than \$50.00	NIL

**SCHEDULE D
(TO BY-LAW NUMBER 2017-029)**

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

CODE OF CONDUCT FOR BUILDING OFFICIALS

Preamble

The Code of Conduct applies to the Chief Building Official and inspectors appointed under the Building Code Act in the exercise of a power or the performance of a duty under the Building Code Act or the Building Code. The purpose of this Code is to promote appropriate standards of behaviour and enforcement actions to ensure building officials apply standards of honesty and integrity and to prevent practises constituting an abuse of power including unethical or illegal practices.

Standards of Conduct

Building Officials undertake to:

1. Always act in the public interest, particularly with regard to safety of building works and structures.
2. Not to act where there may be or where there may reasonably appear to be a conflict between their duties to their employer, their profession, their peers and the public at large and their personal interests.
3. Apply all relevant building by-laws, codes and standards appropriately and without favour.
4. Perform their inspections and plan examination duties impartially and in accordance with the highest professional standards.
5. At all times abide by the highest moral and ethical standards and avoiding any conduct, which could bring or tend to bring Building Officials into disrepute.
6. Comply with the provisions of the Building Code Act, the Ontario Building Code and other Acts or Laws which regulate or govern Building Officials or their functions.
7. Not to act beyond their personal level of competence or outside their area of expertise.
8. Maintain current accreditation to act as an Ontario Building Official.
9. Maintain their knowledge and understanding of the best current building practises, the building laws and Code relevant to their inspection and plan examination function.
10. Extend professional courtesy to all.

Breaches of the Code of Conduct

The Ontario Building Code Act provides that the performance of Building Officials will be measured against this Code of Conduct. The Municipal administration will review any allegations brought forward that the Code of Conduct has been breached in accordance with the Township's Employment By-Law. Disciplinary action arising from violations of this Code of Conduct is the responsibility of the Municipal employer and will be based on the severity and frequency of the violation in accordance with relevant employment standards.

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-030

2017 DRUMMOND/NORTH ELMSLEY FINAL TAX RATE BY-LAW

A BY-LAW TO ESTABLISH THE 2017 TAX RATES FOR THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY.

WHEREAS the Council of the Corporation of the Township of Drummond/North Elmsley shall each year prepare and adopt estimates of the sums it requires during the year for the purposes of the Township pursuant to Section 290, the Municipal Act, 2001;

AND WHEREAS all property assessment rolls on which the 2017 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act, R.S.O. 1990 C.A 31 as amended (hereinafter referred to as the “Assessment Act”) subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court:

WHEREAS it is necessary for the Township, pursuant to Section 312(2), of the Municipal Act to raise certain sums for municipal purposes for the 2017 taxation year;

AND WHEREAS the tax ratios as set by the County of Lanark for the Township of Drummond North Elmsley through By-law 2017-16 are:

Residential/Farm Property Class	(RT, RF, RG)	1.000000
Multi-Residential Property Class	(MT, MF)	2.287260
Commercial Property Class	(CT, CF, CG, ST)	1.771371
Industrial Property Class	(IT, IF, LT, IH)	2.599027
Landfill	(HFN)	1.665102
Pipeline Property Class	(PT)	2.018857
Farmland Property Class	(FT)	0.250000
Managed Forest Property Class	(TT)	0.250000

WHEREAS the property subclass tax rate reductions as set by the County of Lanark through By-Law 2017-16 for the Township of Drummond/North Elmsley are as follows:

The vacant land and excess land subclasses in the commercial property class is 30%;
The vacant land and excess land subclasses in the industrial property class is 35%.

WHEREAS the assessed value of all rateable real property according to the latest revised assessment for the Township of Drummond/North Elmsley amounts to \$1,066,683,609 for the 2017 taxation year.

WHEREAS the 2017 Municipal Budget Levy Requirement for the Township of Drummond/North Elmsley is the sum of \$4,147,000 and the amount to be raised through the tax rates will be \$4,173,377.

WHEREAS the 2017 township tax rates will be used for calculating the 2017 taxes and the policing rates will increase as shown on Schedule “A”.

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The tax rates for the year 2017, as shown on Schedule “A” attached, are hereby assessed, levied and imposed on the whole rateable property assessments within the Township of Drummond/North Elmsley and the levying and collecting of the said rates are hereby authorized and directed.
2. The assessment made in the year 2017, based on current values from November 2016 under the provisions of the Assessment Act, Chapter A. 31, R.S.O. 1990 as amended, shall be the assessment on which the final tax rates shall be fixed and levied and the final tax shall be fixed and levied on such assessment.
3. The amount to be raised through the tax rates in Schedule “A” will be \$4,173,377 and the variance between the levy and taxes raised through the tax rates will be put into the construction reserve for road work.
4. That the due date for the payments for the final taxes shall be July 31, 2017 and September 29, 2017. The Pre-authorized Payment Plans are due as per the selected plan by automatic withdrawal.
5. Tax shall include a special rate for curbside pick-up at the rate of **\$190.00** for each residential unit.
6. Tax shall include a special charge for the undertaking of road works as local improvements on private property for the resurfacing of Dunlop crescent and Ebb’s Bay Drive.
7. Taxes shall be payable at the Office of the Tax Collector in the municipal office. The Tax Collector is authorized to accept part payment on account of any taxes due and to give a receipt for such payment.
8. Taxes may also be paid, at the option of the taxpayer, at any bank in Canada.
9. Penalty at 1.25% shall be added after the first day of each month following the due dates until paid.
10. The provisions of this by-law shall come into force and take effect upon the passing thereof.

By-law read a first, second and third time and finally passed this 13th day of June, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Schedule "A" to By-law 2017-030										
Property Class		CVA	Township & Policing		County		Education		Total Levy	Final Tax Rates
			Tax Rate	Levy	Tax Rate	Levy	Tax Rate	Levy		
Residential	RT	982,625,324	0.00286615	2,816,351.57	0.00376627	\$ 3,700,832.28	0.00179000	\$ 1,758,899.33	\$ 8,276,083.18	0.00949853
Payment-in-lieu - General	RGN	1,435,625	0.00286615	4,114.72	0.00376627	\$ 5,406.95	0.00000000	\$ -	\$ 9,521.67	
Payment-in-lieu - Full	RH	36,000	0.00286615	103.18	0.00376627	\$ 135.59	0.00179000	\$ 64.44	\$ 303.21	
Payment-in-lieu - Full	RF	2,104,825	0.00286615	6,032.74	0.00376627	\$ 7,927.34	0.00179000	\$ 3,767.64	\$ 17,727.72	
Police			0.00107611	1,061,261.59	0.00000000		0.00000000		\$ 1,061,261.59	
Residential Taxable: Edu Only	RDEP	291,000	0.00000000		0.00000000	\$ -	0.00179000	\$ 520.89	\$ 520.89	0.00179000
Multi-Residential	MTEP	982,975	0.00640051	6,291.54	0.00846067	\$ 8,316.63	0.00179000	\$ 1,759.53	\$ 16,367.69	0.01911161
Police			0.00246043	2,418.54	0.00000000	\$ -	0.00000000		\$ 2,418.54	
Commercial:			0.00000000		0.00000000	\$ -	0.00000000			
Payment-in-lieu - Full	CFN	440,100	0.00507311	2,232.68	0.00667416	\$ 2,937.30	0.01285667	\$ 5,658.22	\$ 10,828.19	0.02650866
Payment-in-lieu - General	CGN	6,900	0.00507311	35.00	0.00667416	\$ 46.05	0.00000000	\$ -	\$ 81.06	0.01365199
Occupied	CTN	20,152,715	0.00507311	102,236.94	0.00667146	\$ 134,448.03	0.01285667	\$ 259,096.81	\$ 495,781.78	0.02650596
Police			0.00190472	39,236.69	0.00000000		0.00000000		\$ 39,236.69	
New Construction	XTN	2,925,066	0.00507311	14,839.18	0.00667146	\$ 19,514.46	0.01140000	\$ 33,345.75	\$ 67,699.39	0.02504929
Police			0.00190472	5,571.43	0.00000000		0.00000000		\$ 5,571.43	
New Construction Excess	XUN	27,425	0.00355118	97.39	0.00467002	\$ 128.08	0.00798000	\$ 218.85	\$ 444.32	0.01753451
Police			0.00133331	36.57	0.00000000		0.00000000		\$ 36.57	
Payment-in-lieu - Vacant	CZN	32,250	0.00355118	114.53	0.00467002	\$ 150.61	0.00000000	\$ -	\$ 265.13	0.00955451
Police			0.00133331	43.00	0.00000000		0.00000000		\$ 43.00	
Commercial Excess/Vacant	CUN/CX	1,304,800	0.00355118	4,633.58	0.00467002	\$ 6,093.44	0.00899967	\$ 11,742.77	\$ 22,469.79	0.01855418
Police			0.00133331	1,739.70	0.00000000		0.00000000		\$ 1,739.70	
Industrial:			0.00000000		0.00000000		0.00000000			
Industrial Occupied	ITN	1,502,704	0.00744406	11,186.22	0.00978864	\$ 14,709.43	0.01390000	\$ 20,887.59	\$ 46,783.23	0.03392761
Police			0.00279491	4,199.92	0.00000000		0.00000000		\$ 4,199.92	
Industrial Hydro-Pay in Lieu	IHN	125,475	0.00744406	934.04	0.00978864	\$ 1,228.23	0.01390000	\$ 1,744.10	\$ 3,906.38	0.03392761
New Construction Industrial	JTN	1,824,974	0.00744406	13,585.22	0.00978864	\$ 17,864.01	0.01140000	\$ 20,804.70	\$ 52,253.93	0.03142761
Police			0.00279491	5,451.33	0.00000000		0.00000000		\$ 5,451.33	
New Const. Industrial Excess	JUN	234,826	0.00483864	1,136.24	0.00636210	\$ 1,493.99	0.00741000	\$ 1,740.06	\$ 4,370.29	0.02042743
Police			0.00181669	426.61					\$ 426.61	
Industrial Vacant	IUN	24,125	0.00483864	116.73	0.00636261	\$ 153.50	0.00903500	\$ 217.97	\$ 488.20	0.02205294
Police			0.00181669	43.83	0.00000000		0.00000000		\$ 43.83	
Landfill	HFN	370,525	0.00477066	1,767.65	0.00627122	\$ 2,323.64	0.01243941	\$ 4,609.11	\$ 8,700.40	0.02527246
Police			0.00179117	663.67					\$ 663.67	
Pipeline	PTN	2,433,750	0.00578420	14,077.30	0.00760356	\$ 18,505.16	0.01390000	\$ 33,829.13	\$ 66,411.59	0.02945947
Police			0.00217171	5,285.40	0.00000000		0.00000000		\$ 5,285.40	
Farmlands	FT	46,852,950	0.00071654	33,572.01	0.00094157	\$ 44,115.33	0.00044750	\$ 20,966.70	\$ 98,654.04	0.00237464
Police			0.00026903	12,604.85	0.00000000		0.00000000		\$ 12,604.85	
Managed Forests	MT	949,275	0.00071654	680.19	0.00094157	\$ 893.81	0.00044750	\$ 424.80	\$ 1,998.80	0.00237464
Police			0.00026903	255.38	0.00000000		0.00000000		\$ 255.38	
Total Taxable Assess with RDU		1,066,683,609	Twp	3,034,138.65		3,987,223.86		2,180,298.38	\$ 10,340,899.40	
Exempt	EN	15,323,325	Police	1,139,238.51						
MPAC - total assessment		1,082,006,934								
To be raised by Taxation				4,173,377.17		\$ 3,987,223.86		\$ 2,180,298.38	\$ 10,340,899.40	

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NO. 2017-031

AUDITOR APPOINTMENT BY-LAW

BEING A BY-LAW TO APPOINT AN AUDITOR FOR THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY.

WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS pursuant to Section 296(1) of the Municipal Act 2001 S.O. 2001 c.25 requires a municipality appoint an Auditor licensed under the ***Public Accountancy Act*** for,

- (a) annually auditing the accounts and transactions of the municipality and its local board and expressing an opinion on the financial statements of those bodies based on the audit;
- (b) performing duties designated by the Minister; and
- (c) performing duties required by the municipality or local board, which do not conflict with the duties designated by the Minister.

NOW THEREFORE be it resolved that Allan and Partners, LLP be appointed as the Auditor for the Corporation of the Township of Drummond/North Elmsley effective June 13, 2017 and for the period ending December 31, 2018.

Read a first and second time this 13th day of June, 2017.

Read a third time and finally passed this 13th day of June, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk-Administrator

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-032

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on June 13, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 13th day of June 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELSLEY

#13 Council Meeting, June 27, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#12 Council Meeting of June 13, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:01 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Regular Minutes of May 23, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of May 23, 2017, as circulated.

**Carried
17-076**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of June 13, 2017 as circulated.

**Carried
17-077**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **May 23, 2017**

“A” 1 Perth Court House Renovation and Expansion

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the renovation and expansion of the Perth Court House.

“A” 2. FCM Spring Flooding Appeal

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports FCM’s request for donations to the Canadian Red Cross to assist flood-affected areas, and

FURTHERMORE THAT Council approves a donation in the amount of \$1,000.

“A” 3. Provincial Offences

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the Provincial Offences collection agreement by adding the defaulted fines to the tax roll under section 69 of the Provincial Offences Act, and

FURTHERMORE THAT staff be directed to bring an authorizing by-law forward to a future council meeting between the Corporation of the Town of Perth and its municipal partners.

“A” 4. Integrity Commissioner Services RFP

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes staff to participate in a joint RFP with Lanark County municipalities for integrity commissioner services.

“A” 5. RFP for General Insurance and Risk Management Services

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley awards the RFP for General Insurance and Risk Management Services Program to Halpenny Insurance Brokers Ltd., in the amount of \$43,283 excluding taxes for a two year period from Jun 30, 2017 to June 30, 2019 with the possibility of a two-year extension.

Councillor Steve Fournier presented and read Report #8 CoW- May 23, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT the Report #8 CoW-May 23, 2017 is hereby adopted this thirteenth day of June 2017.

**Carried
17-078**

**5.0 BY-LAWS
5.1 2017-028**

**Moved By: Steve Fournier
Seconded By: George Sachs**

BE IT RESOLVED THAT By-law 2017-028 being a by-law to authorize the execution of an agreement to purchased recreational services from the Town of Smiths Falls and entitled, "Recreational Fee for Service Agreement", be read a first, second and third time and finally passed in open Council.

**Carried
17-079**

5.2 2017-029

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT By-law 2017-029 being a by-law respecting building permits and inspections (construction, demolition and change of user permits) and entitled, "Respecting Building Permits and Inspections", be read a first, second and third time and finally passed in open Council.

**Carried
17-080**

5.3 2017-030

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT By-law 2017-030 being a by-law to establish the 2017 Tax Rates for the Corporation of the Township of Drummond/North Elmsley and entitled, "2017 Final Tax Rate By-law", be read a first, second and third time and finally passed in open Council.

**Carried
17-081**

5.4 2017-031

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT By-law 2017-31 being a by-law to appoint an Auditor for the Corporation of the Township of Drummond/North Elmsley and entitled, "Auditor

Appointment By-law", be read a first, second and third time and finally passed in open Council.

**Carried
17-082**

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT By-law #2017-032 being a By-law to confirm the proceedings of Council at its meeting of June 13, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-083**

11.0 ADJOURNMENT

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:10 p.m.

**Carried
17-084**

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #9 CoW-June 13, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 Municipal Gas Franchise Renewal Agreement

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley:

1. Approves the form of draft By-law (including the franchise agreement forming part thereof) attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the Municipal Franchises Act.
2. Requests the Ontario Energy Board to make an order dispensing with the assent of the municipal electors of the attached draft By-law (including the franchise agreement forming part thereof) pursuant to the provisions of Section 9(4) of the Municipal Franchises Act.

“A” 2. Grid Adjustments

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the revisions to the Township’s Job Evaluation Grid to be effective January 1, 2018;

AND FURTHERMORE THAT the Equipment Operators move up into Band 5;

AND FURTHERMORE THAT the Deputy Clerk move up into band 9;

AND FURTHERMORE THAT employee #72 be given a \$1.00/hour increase upon his one-year anniversary.

All of which is respectfully submitted by:

Councillor George Sachs

Direction by the Head of council:

Council may remove items in Section “B” to be voted on separately prior to introducing a motion to accept the report in its entirety.

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #9 CoW-June 13, 2017 is hereby adopted this twenty-seventh day of June, 2017.

AUBREY CHURCHILL, REEVE

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELSLEY**

BY-LAW NO. 2017-033

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on June 27, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 27th day of June 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#14 Special Council Meeting, June 27, 2017

AGENDA

COUNCIL – CALL TO ORDER following CoW meeting.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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1.0 MINUTES

1.1 Regular Session Minutes of June 27, 2017 (presented at the meeting)

2.0 APPROVAL OF AGENDA

3.0 DELEGATIONS/PUBLIC MEETINGS

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council, June 13, 2017 (consent agenda - presented at the meeting)

5.0 BY-LAWS:

6.0 RESOLUTIONS/NOTICE OF MOTIONS

7.0 CLOSED SESSION

8.0 COMMUNICATIONS/CORRESPONDENCE

9.0 UNFINISHED BUSINESS

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

10.1 2017-034 Confirmatory By-law

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11.0 ADJOURNMENT

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-034

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on June 27, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 27th day of June 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELSLEY

#15 Council Meeting, August 8, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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3.0 DELEGATIONS/PUBLIC MEETINGS	
4.0 COMMITTEE & BOARD REPORTS	
5.0 BY-LAWS:	
5.1 2017-035 Inter-Municipal Agreement for the Provincial Offences Act	5 - 11
6.0 RESOLUTIONS/NOTICE OF MOTIONS	
7.0 CLOSED SESSION	
8.0 COMMUNICATIONS/CORRESPONDENCE	
9.0 UNFINISHED BUSINESS	
10.0 CONFIRMATION OF COUNCIL PROCEEDINGS	
10.1 2017-036 Confirmatory By-law	12
11.0 ADJOURNMENT	



Township of Drummond/North Elmsley
#14 Special Council Meeting of June 27, 2017.
Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 7:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Regular Minutes of June 27, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of June 27, 2017, as circulated.

Carried
17-085

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the special meeting of June 27, 2017 as circulated.

Carried
17-086

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **June 27, 2017**

BE IT RESOLVED THAT the Report #10 CoW-June 27, 2017 is hereby adopted this twenty-seventh day of June 2017.

“A” 1 Engineering Services for the Development of an Engineers Report

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley appoints McIntosh Perry Consulting as the Engineer to prepare a report under Section 8 of the Drainage Act for the Gold Creek Municipal Drain.

“A” 2. Employee Group Insurance Benefits

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorize the group insurance benefits coverage to be transferred from Sun Life Assurance Company of Canada to Industrial Alliance, effective September 1, 2017.

“A” 3. Local Improvements on Private Property – Islandview Drive

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approve the request for Local Improvements on private property for Islandview Drive subject to entering into a Local Improvements Agreement with 100% of the property owners.

“A” 4. Tax-Exempt Portion of Remuneration Paid to Local Officials

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the Township of Lake of Bays Resolution regarding the tax-exempt portion of remuneration paid to local officials be reinstated.

“A” 5. Anthology Book – Memories of Home

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves charging \$25.00 for the Anthology Book – Memories of Home and provide a gift of appreciation to Linda Meyers for her outstanding contribution to the book.

Councillor George Sachs presented and read Report #10 CoW-June 27, 2017 to Council on behalf of the Committee of the Whole.

Moved By: George Sachs
Seconded By: Steve Fournier

Carried
17-087

- 5.0 BY-LAWS:** None
- 6.0 RESOLUTIONS/NOTICE OF MOTIONS:** None
- 7.0 CLOSED SESSION:** None
- 8.0 COMMUNICATIONS/CORRESPONDENCE:** None
- 9.0 UNFINISHED BUSINESS:** None
- 10.0 CONFIRMATION OF COUNCIL PROCEEDINGS**

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT By-law #2017-034 being a By-law to confirm the proceedings of Council at its special meeting of June 27, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-088**

11.0 ADJOURNMENT

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 7:04 p.m.

**Carried
17-089**

Reeve

Clerk Administrator

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NO. 2017-035

INTER-MUNICIPAL AGREEMENT FOR THE PROVINCIAL OFFENCES ACT

BEING a by-law to authorize the signing of an agreement between the Corporation of the Township of Drummond/North Elmsley and the Corporation of the Town of Perth for the addition of outstanding Provincial Offences Act fines to property tax rolls for collection.

WHEREAS Section 441.1 of the Municipal Act 2001 (S.O. 2001, c.25) authorizes a municipality to add any part of a fine, for a commission of a provincial offence that is in default under Section 69 of the Provincial Offences Act to the tax roll for any property in the municipality for which all the owners are responsible for paying the fine and collect it in the same manner as municipal taxes at the request of a municipality that has entered into a transfer agreement under Part X of the Provincial Offences Act;

AND WHEREAS the Council of the Town of Perth Provincial Offences Court (POA Court) wishes to formalize an agreement with the Corporation of the Township of Drummond/North Elmsley so that defaulted fines under the Provincial Offences Act may be added to the tax rolls in the municipality at the Town of Perth's request and appropriately share any collected revenue;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. That the Reeve and Clerk shall be and is hereby authorized to execute an agreement between the Corporation of the Township of Drummond/North Elmsley and the Corporation of the Town of Perth for the addition of outstanding Provincial Offences Act fines to property tax rolls for collection.
2. That the Clerk shall be and is hereby authorized to affix the corporate seal of the Corporation of the Township of Drummond/North Elmsley to the said agreement.
3. That Schedule "A" attached hereto form part of this by-law.

BY-LAW READ, passed, signed and sealed in open Council this 8th day of July, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



CORPORATION OF THE TOWN OF PERTH INTER-MUNICIPAL AGREEMENT

This Agreement shall be executed in nine (9) original copies this ____ day of ____.

Each Party shall receive one (1) original copy, all of which shall be equally valid and enforceable.

BETWEEN: The Corporation of the Town of Perth

AND: The Corporation of the Town of Carleton Place;
The Separated Corporation of the Town of Smith Falls;
The Corporation of Tay Valley Township;
The Corporation of the Municipality of Mississippi Mills;
The Corporation of the Township of Drummond/North Elmsley;
The Corporation of the Township of Beckwith;
The Corporation of the Township of Lanark Highlands, and;
The Corporation of the Township of Montague

WHEREAS Section 441.1 of the *Municipal Act*, 2001, permits a local municipality to add any part of a fine, for a commission, of a provincial offence that is in default under Section 69 of the *Provincial Offences Act* to the tax roll for any property in the municipality for which all of the owners are responsible for paying the fine and, collect it in the same manner as municipal taxes at the request of a municipality that has entered into a transfer agreement under Part X of the *Provincial Offences Act*,

AND WHEREAS the Corporation of the Town of Perth Provincial Offences Court ("POA Court") wishes to formalize an arrangement so that defaulted fines under the *Provincial Offences Act* may be added to the tax rolls in their respective municipalities at the Town of Perth's request, and; appropriately share any collected revenue. This arrangement includes the following municipalities:

1. The Corporation of the Town of Carleton Place;
2. The Separated Corporation of the Town of Smiths Falls;
3. The Corporation of Tay Valley Township;
4. The Corporation of the Municipality of Mississippi Mills;
5. The Corporation of the Township of Drummond/North Elmsley;
6. The Corporation of the Township of Beckwith;
7. The Corporation of the Township of Lanark Highlands, and;

8. The Corporation of the Township of Montague (*"the Municipalities"*),

NOW THEREFORE the Town and the Municipalities hereby agree to the following Terms and Conditions:

1. Requests:

- 1.1. Subject to applicable law, the Provincial Offences Court ("POA Court") wishes to request that another municipality ("the tax rolling municipality") add any part of a fine for a commission of a provincial offence that is in default under Section 69 of the *Provincial Offences Act* to the tax roll for any property in the tax rolling municipality for which all of the owners are responsible for paying the fine ("defaulting property owners") may do so by providing the tax rolling municipality details on the fine and the property including:
 - 1.1.1. A Schedule of the outstanding fine(s), and;
 - 1.1.2. The address of any property owned by the defaulting offenders.
- 1.2. A tax rolling municipality that receives a request from the POA Court to add to its tax roll any part of a defaulted fine shall add the amount to the tax roll of any property in the local municipality for which the tax rolling municipality confirms that all of the owners are responsible for paying the fine.

2. Payment, Fees and Interest:

- 2.1. A tax rolling municipality may add any fee to the tax roll that the tax rolling municipality charges under its by-law for adding amounts to the tax roll, and; may charge any interest that the tax rolling municipality charges under its by-law for amounts collected in the same manner as municipal taxes.
- 2.2. The tax rolling municipality shall, within thirty (30) days of adding the defaulted fine to the tax roll, provide written notice to the property owners responsible for paying the defaulted fine, of the amount added to the tax roll, and of any fees and interest that may accrue under the tax rolling municipality's by-law.
- 2.3. The tax rolling municipality shall review tax rolled accounts quarterly to report and remit any fine amounts paid to the POA Court.
- 2.4. The POA Court shall review tax rolled accounts quarterly to report any fine amounts paid which may be removed from the tax roll.
- 2.5. The tax rolling municipality may retain any of its fees charged for adding the amount to the tax roll and may retain any of its interest charges on the amount.

3. Recovery and Short-fall:

- 3.1. A tax rolling municipality may apply amounts it receives on behalf of defaulting property owners or through a tax sale to outstanding property taxes, fine amounts and other charges on the tax roll in accordance with applicable legislation and with the tax rolling municipality's by-laws and policies.
- 3.2. If the POA Court receives any payment for a fine after receiving payment for the fine from a tax rolling municipality, the POA Court shall pay the amount to the tax rolling municipality and the tax rolling municipality shall apply the payment to the amount tax rolled.

4. Accounting:

- 4.1. The Municipalities shall, during the term of this Agreement and for four (4) years following the termination of this Agreement, maintain detailed and accurate accounts, records, books and data of all financial transactions undertaken by it pursuant to this Agreement, prepared in accordance with generally accepted accounting principles. Such records shall be available for review or audit by any municipality party to this Agreement, during the term of the Agreement and for four (4) years following the termination of this Agreement.

5. Errors and Omissions:

- 5.1. In the event that a municipality becomes aware of an error, inaccuracy or omission in any transaction, report or notice, the municipality shall correct the transaction, report or notice and shall provide written notice of such correction to the other municipality or property owners. In no event will a municipality be liable or responsible for any damages resulting from the errors, inaccuracies or omissions of another municipality.

Notice:

- 5.2. Any notice required in this Agreement shall be in writing and shall be effective if:
 - 5.2.1. Delivered personally;
 - 5.2.2. Sent by mail, or;
 - 5.2.3. sent by facsimile or email.

5.3. All Notices and other communications shall be given to the parties at the following addresses:

5.3.1. The Corporation of the Town of Carleton Place

ATTN:

175 Bridge Street

Carleton Place, ON K7C 2V8

5.3.2. The Separated Corporation of the Town of Smith Falls

ATTN:

P.O. Box 695

77 Beckwith Street North

Smiths Falls, ON K7A 4T6

5.3.3. The Corporation of Tay Valley Township

ATTN:

217 Harper Rd

Perth, ON K7H 3C6

5.3.4. The Corporation of the Municipality of Mississippi Mills

ATTN:

3131 Old Perth Road

P.O. Box 400

Almonte, ON K0A 1A0

5.3.5. The Corporation of the Township of Drummond/North Elmsley

ATTN:

310 Port Elmsley Road

Perth, ON K7H 3C7

5.3.6. The Corporation of the Township of Beckwith

ATTN:

1702 9th Line Beckwith

Carleton Place, ON K7C 3P2

5.3.7. The Corporation of the Township of Lanark Highlands

ATTN:

Box 340

Lanark, ON K0G 1K0

5.3.8. The Corporation of the Township of Montague

ATTN:

6547 Roger Stevens Drive

Box 755 Smiths Falls, ON K7A 4W6

- 5.4. Any party may change any particulars of its address for Notice by written Notice to the others.

6. Termination:

- 6.1. This Agreement shall continue as long as the arrangement provided for is permitted by provincial legislation.

A municipality may terminate its participation in this Agreement for convenience by providing thirty (30) days written notice to the POA Court.

- 6.2. Any amounts that are added to the tax roll for any property pursuant to this Agreement prior to the date of termination shall continue to be owed to the POA Court. For greater certainty, the rights and obligations under Subsections 2.3 and 3.2, shall survive upon termination of this Agreement.

SIGNED, SEALED AND DELIVERED, in the presence of:

THE CORPORATION OF THE TOWN OF PERTH

John Fenik, Mayor

Lauren Walton, Clerk

THE CORPORATION OF THE TOWNSHIP OF BECKWITH

Richard Kidd, Reeve

Cassandra McGregor, Acting Clerk
Administrator

THE CORPORATION OF THE TOWN OF CARLETON PLACE

Louis Antonakos, Mayor

Duncan Rogers, Clerk

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk

THE CORPORATION OF THE TOWNSHIP OF LANARK HIGHLANDS

Brian Stewart, Mayor

Stacey Blair, Clerk

THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

Shaun McLaughlin, Mayor

Shawna Stone, Clerk

THE CORPORATION OF THE TOWNSHIP OF MONTAGUE

Bill Dobson, Reeve

Jasmin Ralph, Clerk

THE SEPARATED CORPORATION OF THE TOWN OF SMITH FALLS

Shawn Pankow, Mayor

Nadine Bennett, Clerk

THE CORPORATION OF TAY VALLEY TOWNSHIP

Keith Kerr, Reeve

Amanda Mabo, Clerk

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-036

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on August 8, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 8th day of August 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#16 Council Meeting, Tuesday, August 22, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#15 Council Meeting of August 8, 2017 Township Council Chambers

Minutes

Call To Order: Deputy Reeve Gail Code called the meeting to order at 5:00 p.m.

Present:

Council:	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Absent:	Reeve	Aubrey Churchill
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Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Special Minutes of June 27, 2017

Moved By: Steve Fournier

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Special Meeting of June 27, 2017, as circulated.

**Carried
17-090**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of August 8, 2017 as circulated.

**Carried
17-091**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS: None

5.0 BY-LAWS

5.1 2017-035 Inter-Municipal Agreement for the Provincial Offences Act

There was discussion regarding how the fines will be added to the property taxes. The Treasurer reported that if any person has been fined under the Provincial Offences Act and the fine remains unpaid, the fine will be added to his/her property tax bill if he/she is listed as the sole owner on the deed.

Move By: Steve Fournier

Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-035, being a By-law to authorize the signing of an agreement between the Corporation of the Town of Perth for the addition of outstanding Provincial Offences Act fines to property tax rolls for collection and entitled, "Inter-Municipal Agreement for the Provincial Offences Act", be read a first, second and third time and finally passed in open Council.

Carried

17-092

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-036 being a By-law to confirm the proceedings of Council at its meeting of August 8, 2017, be read a first, second and third time and finally passed in open Council.

Carried

17-093

11.0 ADJOURNMENT

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:09 p.m.

Carried

17-094

Deputy Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #11 CoW- August 8, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 EORN Broadband Network

“B” 1 WHEREAS the revitalization of the economy of Eastern Ontario continues to be the primary objective of the Eastern Ontario Wardens' Caucus (EOWC);

AND WHEREAS the Eastern Ontario Wardens' Caucus Inc. in its *Economic Development Strategy for Eastern Ontario* has identified the necessity of improving mobile broadband and cellular networks as critical to propelling innovation and economic growth in all sectors of the regional economy including manufacturing, agriculture, and transportation services;

AND WHEREAS the Eastern Ontario Wardens' Caucus and the Eastern Ontario Regional Network (EORN) have undertaken a detailed and comprehensive engineering analysis of the gaps in cellular coverage and capacity across the region;

AND WHEREAS that analysis demonstrates the existence of significant gaps in both coverage and capacity that is impacting public safety, economic growth and the quality of life for residents

AND WHEREAS EORN, on behalf of the EOWC, has prepared a full business case to support improvement and expansion of cellular networks and mobile broadband services across Eastern Ontario;

AND WHEREAS establishing a Public Safety Broadcast Network (PSBN) for First Responders is a national imperative;

AND WHEREAS EORN is proposing the development of a Public Safety Broadcast Network pilot project covering Eastern Ontario to support a national network;

AND WHEREAS the Eastern Ontario Wardens' Caucus has proven itself capable of designing, building and delivering a major telecommunications project on behalf of the businesses and citizens of Eastern Ontario, Ontario and Canada:

NOW THEREFORE BE IT RESOLVED that the Corporation of the Township of Drummond/North Elmsley hereby strongly supports submission of *The Eastern Ontario Regional Cellular Mobile Broadband Project* as the region's highest economic development priority;

AND FURTHER THAT Council requests that both MP Scott Reid and MPP Randy Hillier work closely with the EOWC and EORN on this essential infrastructure project.

“A” 2. Unsuccessful Tax Sale – Roll #0919-908-010-01100-0000

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Treasurer to write off the charge and charge back the County and School Board portion of the outstanding taxes on the tax sale property for Roll #0919-908-010-01100-0000.

“A” 3. Unsuccessful Tax Sale – Roll #0919-919-025-76412-0000

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Treasurer to write off the charge and charge back the County and School Board portion of the outstanding taxes on the tax sale property for Roll #0919-919-025-76412-0000.

“A” 4. Hiring Public Works Equipment Operator

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the hiring of Clayton Jobson as the Public Works Equipment Operator, subject to a one year probation period effective September 18, 2017.

All of which is respectfully submitted by:

Deputy Reeve Gail Code

**Direction by the Head of council:
Council may remove items in Section “B” to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #11 CoW-August 8, 2017 is hereby adopted this twenty-second day of August, 2017.

GAIL CODE, DEPUTY REEVE

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NUMBER 2017-037

BUILDING INSPECTOR APPOINTMENT BY-LAW

BEING a by-law to appoint building inspectors.

WHEREAS Section 3 (2) of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended, provides that the Council of each municipality shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of said *Act*,

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. **THAT** the following persons are hereby appointed as the Building Inspectors for the Corporation of the Township of Drummond/North Elmsley:
 - a) Tracy Gallipeau-Nolan
 - b) Dan Prest
 - c) James Hunter
 - d) Thomas Gallagher
 - e) Kyle McRae
 - f) Shawn Merriman
 - g) Shane Atkinson
2. **THAT** By-law 2017-021 shall be and is hereby repealed.

READ a first, second and third time and passed this 22nd day of August, 2017

Gail Code, Deputy Reeve

Cindy Halcrow, Clerk Administrator

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NUMBER 2017-038

BEING a by-law to authorize the execution of a cost sharing agreement with the Town of Perth for design work and future construction of Riverside Drive and Canal Bank Road.

WHEREAS the Canal Bank Road is a boundary between the two municipalities;

AND WHEREAS Township and Town of Perth have a history of sharing costs for road improvements along Riverside Drive;

AND WHEREAS the Township and Town of Perth have agreed to share costs for the design and engineering work for both Riverside Drive and Canal Bank Road;

AND WHEREAS it is deemed expedient to enter into this Agreement to set out the mutually agreed upon terms and conditions for the cost sharing of the design, engineering and future construction of Riverside Drive and Canal Bank Road.

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

- 1) **THAT** the Reeve and Clerk Administrator are hereby authorized to enter into an agreement with the Town of Perth for the design work and future terms for Riverside Drive and Canal Bank Road;
- 2) **THAT** the agreement shall be as attached as Schedule A hereto and forming an integral part of this By-law.
- 3) **The provisions of this By-law shall come into force and take effect on the date of the signing of the said agreement.**

Read a first, second and third time this 22nd day of August, 2017.

Gail Code, Deputy Reeve

Cindy Halcrow, Clerk Administrator

**COST SHARING AGREEMENT FOR THE DESIGN AND FUTURE CONSTRUCTION
OF RIVERSIDE DRIVE AND CANAL BANK ROAD**

This agreement made in duplicate this day of , 2017

BETWEEN:

The Corporation of the Township of Drummond/North Elmsley
(hereinafter called the "Township")

AND

The Corporation of the Town of Perth
(hereinafter called the "Town")

WHEREAS the Township and Town of Perth have a history of sharing costs for road improvements along Riverside Drive;

AND WHEREAS the Township and Town have agreed to share costs for the design, engineering and future construction terms for Riverside Drive and Canal Bank Road (hereinafter called the "Project");

AND WHEREAS it is deemed expedient to enter into this Agreement to set out the mutually agreed upon terms and conditions for the cost sharing of the design, engineering and future construction terms for Riverside Drive and Canal Bank Road.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants herein contained, the Parties hereto, for themselves and their respective successors and assigns, hereby mutually agree as follows:

SCOPE OF WORK

1. It is understood and agreed by the parties that the work consists of the detailed design, engineering, future construction terms and RVCA approval for reconstruction of Riverside Drive and Canal Bank Road.

DESIGN AND CONSTRUCTION

2. It is understood and agreed by the parties that the proposed design of the Project is in accordance with MTO standards, specifications, policies and practices.
3. The Township will undertake all work associated with the Phase 1 of the Project in consultation with the Town.
4. Despite paragraph 3, the Town shall obtain approval from Rideau Valley Conservation Authority in consultation with the Township for reconstruction of Riverside Drive.

5. That the Township takes the lead and present a Riverside Drive reconstruction proposal to the Town of Perth with the following jointly approved statements being taken into consideration:
 - The Riverside Drive Reconstruction Project would entail the following design features:
 - Reconstruction of the road base;
 - Paving of the road surface;
 - Complimentary walking/cycling pathways;
 - Riverside Drive / Craig Street intersection redesign/reconstructed.
 - The future arterial roadway and alignment design process will require intersection redesign at the Craig Street bridge intersection point, due to sightline safety issues.
6. Lastly, due to workload issues, it is recommended that a third party professional engineering firm be utilized for this project.

COST SHARING

7. The Township and Town acknowledge that the cost of the engineering design (phase #1) project is estimated to be \$40,000-\$50,000 and this is not the actual costs but an estimate only.
8. That both parties agree to jointly fund (i.e. 50/50) the engineering design work in phase#1 for the proposed project.
9. Both parties examined the future cost to rebuild/pave Riverside Drive and it was suggested that the total project could be in the following ball park range (note, firm estimates are required):
 - \$600,000 to \$700,000 +/- for the project construction (phase #2) and project management (from Craig Street to easterly end of Canal Bank Road).
10. The Township will make a joint funding application to either provincial / federal infrastructure granting opportunities, with the stated goal of obtaining up to 90% grant funding for this project.

INVOICING

11. The Township shall, from time to time, invoice the Town for payments for the actual cost of the Project. The Town shall pay the Township the invoiced amount within thirty (30) days of receipt of the invoice.

COMPLETION

12. The Township shall report the completion date of the Project to the Town.

INSURANCE

13. Both parties to this agreement shall at their own expense obtain and maintain until the termination of the contract or otherwise stated, provide each other with evidence of:
- a) Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence for any negligent acts or omissions by the party relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; tenants legal liability; 24 months completed operations; cross liability and severability of interest clause
- Such insurance shall add the other party as Additional Insured with respect to the operations of this agreement. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the other party.
- b) Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.
 - c) The Policies shown above shall not be cancelled unless the Insurer notifies the other party in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the other party.

INDEMNIFICATION

14. Both parties shall indemnify and hold each other harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by the consultant, their agents, officers, employees or other persons. Such indemnification clause shall extend beyond the term of the contract.

Dispute Resolution Issue

15. In the event of any dispute with respect to the payment of the invoices or any other disputed area related to this joint roadway undertaking which cannot otherwise be resolved between the Township and the Town, both parties hereby agree to submit the matter to an impartial arbitrator under the Arbitrations Act. The Arbitrators decision shall be final and binding. In the event that a matter is

referred to an arbitrator under this article, the parties agree to equally share the cost of the arbitrator and any related expenses.

Municipal Freedom of Information and Protection of Privacy Act

16. All information collected in the performance of the services described herein shall be considered to be the property of both parties and shall be surrendered to either party immediately upon request for same. It is understood that in the collection of any information, will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation.

Other

17. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until such time as either party provides ninety (90) days' written notice to the other party with the intention of terminating the agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties' respective signing authorities and sealed with their corporate seals.

**The Corporation of the Township
of Drummond/North Elmsley**

Per:

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

The Corporation of the Town of Perth

Per:

John Fenik, Mayor

Lauren Walton, Clerk

RESOLUTION OF COUNCIL

TOWNSHIP OF DRUMMOND\NORTH ELMSLEY

August 22, 2017

Number: 17-_____

Moved By: _____

Seconded By: _____

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby declare that the portion of the public street right-of-way dividing lots 6 and 7 of Geographic North Elmsley Township and described as Part 2 of Plan 27R-5710 as surplus to the Township's needs;

AND FURTHERMORE THAT staff be authorized to work with the applicant to process the application in accordance with the Township's road closure procedures.

CARRIED

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-039

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on August 22, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 22nd day of August 2017.

Gail Code, Deputy Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#17 Council Meeting, September 12, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#16 Council Meeting of August 22, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Absent:	Reeve	Aubrey Churchill
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Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Regular Minutes of August 8 , 2017

Moved By: George Sachs

Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of August 8, 2017, as circulated.

**Carried
17-095**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: George Sachs

Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of August 22, 2017 as circulated.

**Carried
17-096**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **August 8, 2017**

“A” 1 EORN Broadband Network

“B” 1 WHEREAS the revitalization of the economy of Eastern Ontario continues to be the primary objective of the Eastern Ontario Wardens' Caucus (EOWC);

AND WHEREAS the Eastern Ontario Wardens' Caucus Inc. in its Economic Development Strategy for Eastern Ontario has identified the necessity of improving mobile broadband and cellular networks as critical to propelling innovation and economic growth in all sectors of the regional economy including manufacturing, agriculture, and transportation services;

AND WHEREAS the Eastern Ontario Wardens' Caucus and the Eastern Ontario Regional Network (EORN) have undertaken a detailed and comprehensive engineering analysis of the gaps in cellular coverage and capacity across the region;

AND WHEREAS that analysis demonstrates the existence of significant gaps in both coverage and capacity that is impacting public safety, economic growth and the quality of life for residents;

AND WHEREAS EORN, on behalf of the EOWC, has prepared a full business case to support improvement and expansion of cellular networks and mobile broadband services across Eastern Ontario;

AND WHEREAS establishing a Public Safety Broadcast Network (PSBN) for First Responders is a national imperative;

AND WHEREAS EORN is proposing the development of a Public Safety Broadcast Network pilot project covering Eastern Ontario to support a national network;

AND WHEREAS the Eastern Ontario Wardens' Caucus has proven itself capable of designing, building and delivering a major telecommunications project on behalf of the businesses and citizens of Eastern Ontario, Ontario and Canada;

NOW THEREFORE BE IT RESOLVED that the Corporation of the Township of Drummond/North Elmsley hereby strongly supports submission of The Eastern Ontario Regional Cellular Mobile Broadband Project as the region's highest economic development priority;

AND FURTHER THAT Council requests that both MP Scott Reid and MPP Randy Hillier work closely with the EOWC and EORN on this essential infrastructure project.

“A” 2. Unsuccessful Tax Sale – Roll #0919-908-010-01100-0000

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Treasurer to write off the charge and charge back the County and School Board portion of the outstanding taxes on the tax sale property for Roll #0919-908-010-01100-0000.

“A” 3. Unsuccessful Tax Sale – Roll #0919-919-025-76412-0000

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Treasurer to write off the charge and charge back the County and School Board portion of the outstanding taxes on the tax sale property for Roll #0919-919-025-76412-0000.

“A” 4. Hiring Public Works Equipment Operator

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the hiring of Clayton Jobson as the Public Works Equipment Operator, subject to a one year probation period effective September 18, 2017.

Deputy Reeve Gail Code presented and read Report #11 CoW-August 8, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Gail Code
Seconded By: George Sachs

BE IT RESOLVED THAT the Report #11 CoW-August 8, 2017 is hereby adopted this twenty-second day of August 2017.

Carried
17-097

5.0 BY-LAWS

5.1 2017-037 Building Inspector Appointment

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-037 being a By-law to Appoint Building Inspectors and entitled, “Building Inspector Appointment By-law”, be read a first, second and third time and finally passed in open Council.

Carried
17-098

**5.2 2017-038 Riverside Drive and Canal Bank Road Cost Sharing Agreement
with the Town of Perth**

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-038, being a By-law to authorize the execution of a cost sharing agreement with the Town of Perth for design work and future construction of Riverside Drive and Canal Bank Road.

Carried
17-099

6.0 RESOLUTIONS/NOTICE OF MOTIONS

Moved By: Ray Scissons
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby declare that the portion of the public street right-of-way dividing lots 6 and 7 of Geographic North Elmsley Township and described as Part 2 of Plan 27R-5710 as surplus to the Township's needs;

AND FURTHERMORE THAT staff be authorized to work with the applicant to process the application in accordance with the Township's road closure procedures.

Carried
17-100

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-039 being a By-law to confirm the proceedings of Council at its meeting of August 22, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-101

11.0 ADJOURNMENT

Moved By: Ray Scissons
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:12 p.m.

Carried
17-102

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #12 CoW-August 22, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Changes to Tax Sales

- "B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley** approves the revised Tax Collection Policy renumbers as POL.01.2017 in order to conform to Bill 68 to allow tax registrations and tax sales to start at the end of two years in arrears.

All of which is respectfully submitted by:

Deputy Reeve Gail Code

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #12 CoW-August 22, 2017 is hereby adopted this twelve day of September 2017.

Deputy Reeve Gail Code



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #13 Special CoW-August 25, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Sale of Port Elmsley Hall

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the offer from William Black to purchase the Port Hall Elmsley Hall and lands, and

FURTHERMORE THAT a By-law be brought forward for review and passage at a future Council meeting.

All of which is respectfully submitted by:

Deputy Reeve Gail Code

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #13 Special CoW-August 25, 2017 is hereby adopted this twelve day of September 2017.

Deputy Reeve Gail Code

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NUMBER 2017-040

SALE OF PORT ELMSLEY HALL BY-LAW

BEING a by-law to authorize the sale of the Port Elmsley Hall.

WHEREAS the Council for the Township of Drummond/North Elmsley passed By-law No. 2014-027 under Section 270(1) of the Municipal Act, 2001, as amended, to establish procedures with respect to the Sale/Disposal of Surplus Real Property;

AND WHEREAS in accordance with said By-law council obtained an appraisal on January 22, 2015, declared Port Elmsley Hall surplus to municipal needs on October 25, 2016 by Resolution No. 16-115; and gave public notice of the sale on March 23, 2017.

NOW THEREFORE, the Corporation of the Township of Drummond/North Elmsley enacts as follows:

- 1) That The Council of the Corporation of the Township of Drummond/North Elmsley authorize the sale of land legally described as:

1stly: Part 1 on Plan 27R8366 save and except Part 1 on Plan 27R10810 [part of PIN #05234-0274];

2ndly: as in NE1598 [PIN #05234-0011];

3rdly: Part 4 on Plan 27R2109 [PIN #05234-0245];

4thly: as in NE4216 and RS26267 [PIN #05234-0012]; and,

5thly: as in RS120834 [PIN #05234-0249]

and municipally described as 120 Station Road to William Black for the price of \$159,000.00.

- 2) That the Clerk Administrator is hereby authorized to complete the documents necessary to complete the transaction.

READ a first, second and third time and passed this 12th day of September, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-041

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on September 12, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 12th day of September 2017.

Gail Code, Deputy Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELSLEY

#17 Council Meeting, September 12, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#16 Council Meeting of August 22, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Absent:	Reeve	Aubrey Churchill
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Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Regular Minutes of August 8 , 2017

Moved By: George Sachs

Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of August 8, 2017, as circulated.

**Carried
17-095**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: George Sachs

Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of August 22, 2017 as circulated.

**Carried
17-096**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **August 8, 2017**

“A” 1 EORN Broadband Network

“B” 1 WHEREAS the revitalization of the economy of Eastern Ontario continues to be the primary objective of the Eastern Ontario Wardens' Caucus (EOWC);

AND WHEREAS the Eastern Ontario Wardens' Caucus Inc. in its Economic Development Strategy for Eastern Ontario has identified the necessity of improving mobile broadband and cellular networks as critical to propelling innovation and economic growth in all sectors of the regional economy including manufacturing, agriculture, and transportation services;

AND WHEREAS the Eastern Ontario Wardens' Caucus and the Eastern Ontario Regional Network (EORN) have undertaken a detailed and comprehensive engineering analysis of the gaps in cellular coverage and capacity across the region;

AND WHEREAS that analysis demonstrates the existence of significant gaps in both coverage and capacity that is impacting public safety, economic growth and the quality of life for residents;

AND WHEREAS EORN, on behalf of the EOWC, has prepared a full business case to support improvement and expansion of cellular networks and mobile broadband services across Eastern Ontario;

AND WHEREAS establishing a Public Safety Broadcast Network (PSBN) for First Responders is a national imperative;

AND WHEREAS EORN is proposing the development of a Public Safety Broadcast Network pilot project covering Eastern Ontario to support a national network;

AND WHEREAS the Eastern Ontario Wardens' Caucus has proven itself capable of designing, building and delivering a major telecommunications project on behalf of the businesses and citizens of Eastern Ontario, Ontario and Canada;

NOW THEREFORE BE IT RESOLVED that the Corporation of the Township of Drummond/North Elmsley hereby strongly supports submission of The Eastern Ontario Regional Cellular Mobile Broadband Project as the region's highest economic development priority;

AND FURTHER THAT Council requests that both MP Scott Reid and MPP Randy Hillier work closely with the EOWC and EORN on this essential infrastructure project.

“A” 2. Unsuccessful Tax Sale – Roll #0919-908-010-01100-0000

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Treasurer to write off the charge and charge back the County and School Board portion of the outstanding taxes on the tax sale property for Roll #0919-908-010-01100-0000.

“A” 3. Unsuccessful Tax Sale – Roll #0919-919-025-76412-0000

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes the Treasurer to write off the charge and charge back the County and School Board portion of the outstanding taxes on the tax sale property for Roll #0919-919-025-76412-0000.

“A” 4. Hiring Public Works Equipment Operator

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the hiring of Clayton Jobson as the Public Works Equipment Operator, subject to a one year probation period effective September 18, 2017.

Deputy Reeve Gail Code presented and read Report #11 CoW-August 8, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Gail Code
Seconded By: George Sachs

BE IT RESOLVED THAT the Report #11 CoW-August 8, 2017 is hereby adopted this twenty-second day of August 2017.

Carried
17-097

5.0 BY-LAWS

5.1 2017-037 Building Inspector Appointment

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-037 being a By-law to Appoint Building Inspectors and entitled, “Building Inspector Appointment By-law”, be read a first, second and third time and finally passed in open Council.

Carried
17-098

**5.2 2017-038 Riverside Drive and Canal Bank Road Cost Sharing Agreement
with the Town of Perth**

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-038, being a By-law to authorize the execution of a cost sharing agreement with the Town of Perth for design work and future construction of Riverside Drive and Canal Bank Road.

Carried
17-099

6.0 RESOLUTIONS/NOTICE OF MOTIONS

Moved By: Ray Scissons
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby declare that the portion of the public street right-of-way dividing lots 6 and 7 of Geographic North Elmsley Township and described as Part 2 of Plan 27R-5710 as surplus to the Township's needs;

AND FURTHERMORE THAT staff be authorized to work with the applicant to process the application in accordance with the Township's road closure procedures.

Carried
17-100

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-039 being a By-law to confirm the proceedings of Council at its meeting of August 22, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-101

11.0 ADJOURNMENT

Moved By: Ray Scissons
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:12 p.m.

Carried
17-102

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #12 CoW-August 22, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Changes to Tax Sales

- "B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley** approves the revised Tax Collection Policy renumbers as POL.01.2017 in order to conform to Bill 68 to allow tax registrations and tax sales to start at the end of two years in arrears.

All of which is respectfully submitted by:

Deputy Reeve Gail Code

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #12 CoW-August 22, 2017 is hereby adopted this twelve day of September 2017.

Deputy Reeve Gail Code



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #13 Special CoW-August 25, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Sale of Port Elmsley Hall

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the offer from William Black to purchase the Port Hall Elmsley Hall and lands, and

FURTHERMORE THAT a By-law be brought forward for review and passage at a future Council meeting.

All of which is respectfully submitted by:

Deputy Reeve Gail Code

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #13 Special CoW-August 25, 2017 is hereby adopted this twelve day of September 2017.

Deputy Reeve Gail Code

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NUMBER 2017-040

SALE OF PORT ELMSLEY HALL BY-LAW

BEING a by-law to authorize the sale of the Port Elmsley Hall.

WHEREAS the Council for the Township of Drummond/North Elmsley passed By-law No. 2014-027 under Section 270(1) of the Municipal Act, 2001, as amended, to establish procedures with respect to the Sale/Disposal of Surplus Real Property;

AND WHEREAS in accordance with said By-law council obtained an appraisal on January 22, 2015, declared Port Elmsley Hall surplus to municipal needs on October 25, 2016 by Resolution No. 16-115; and gave public notice of the sale on March 23, 2017.

NOW THEREFORE, the Corporation of the Township of Drummond/North Elmsley enacts as follows:

- 1) That The Council of the Corporation of the Township of Drummond/North Elmsley authorize the sale of land legally described as:

1stly: Part 1 on Plan 27R8366 save and except Part 1 on Plan 27R10810 [part of PIN #05234-0274];

2ndly: as in NE1598 [PIN #05234-0011];

3rdly: Part 4 on Plan 27R2109 [PIN #05234-0245];

4thly: as in NE4216 and RS26267 [PIN #05234-0012]; and,

5thly: as in RS120834 [PIN #05234-0249]

and municipally described as 120 Station Road to William Black for the price of \$159,000.00.

- 2) That the Clerk Administrator is hereby authorized to complete the documents necessary to complete the transaction.

READ a first, second and third time and passed this 12th day of September, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELSLEY**

BY-LAW NO. 2017-041

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on September 12, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 12th day of September 2017.

Gail Code, Deputy Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#18 Council Meeting, September 26, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley
#17 Council Meeting of September 12, 2017
Township Council Chambers

Minutes

Call To Order: Councillor Ray Scissons called the meeting to order at 5:00 p.m.

Present:

Council:	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons (Chair)

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Absent:	Reeve	Aubrey Churchill
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Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of August 22, 2017

Moved By: Ray Scissons
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of August 22, 2017, as circulated.

Carried
17-103

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of September 12, 2017 as circulated.

Carried
17-104

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **August 22, 2017**

“A” 1 Changes to Tax Sales

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the revised Tax Collection Policy renumbers as POL.01.2017 in order to conform to Bill 68 to allow tax registrations and tax sales to start at the end of two years in arrears.

Deputy Reeve Gail Code presented and read Report #12 CoW-August 22, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Report #12 CoW-August 22, 2017 is hereby adopted this twelve day of September 2017.

Carried
17-105

4.2 Committee of the Whole Report to Council

- **August 25, 2017**

“A” 1 Sale of Port Elmsley Hall

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the offer from William Black to purchase the Port Hall Elmsley Hall and lands, and

FURTHERMORE THAT a By-law be brought forward for review and passage at a future Council meeting.

Carried
17-106

Deputy Reeve Gail Code presented and read Report #13 CoW-August 25, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Report #13 Special CoW-August 25, 2017 is hereby adopted this twelve day of September 2017.

Carried
17-107

5.0 BY-LAWS

5.1 2017-040 Sale of Port Elmsley Hall

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-040, being a By-law to authorize the sale of the Port Elmsley Hall and entitled, "Sale of Port Elmsley Hall By-law", be read a first, second and third time and finally passed in open Council.

Carried
17-108

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-041 being a By-law to confirm the proceedings of Council at its meeting of September 12, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-109

11.0 ADJOURNMENT

Moved By: Steve Fournier
Seconded By: George Sachs

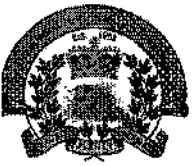
BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:04 p.m.

Carried
17-110

Deputy Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #14 CoW-September 12, 2017**

To the Members of Council.

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 Custodial Services and Facility Booking Tender 2017-03

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley awards Tender No. 2017-03 Custodial Services & Facility Bookings at various Township Buildings to KGM Distributors commencing October 1, 2017.

"A" 2 Office Administrative Changes

"B" 2 THAT the Council of the Corporation of the Township of Drummond/North Elmsley award accepts Mary Remmig's resignation with regrets and extends appreciation for her service to the Township; and

FURTHERMORE THAT Diane Anderson assumes the full-time role of Administrative Assistant/Receptionist once an employee's graduated return to work schedule has been significantly completed; and

FURTHERMORE THAT a temporary/contract receptionist be hired to cover reception from approximately September 25 – November 17, 2017 or earlier.

All of which is respectfully submitted by:

Councillor Ray Scissons

Direction by the Head of council:

Council may remove items in Section "B" to be voted on separately prior to introducing a motion to accept the report in its entirety.

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #14 CoW-September 12, 2017 is hereby adopted this twenty-six day of September, 2017.

AUBREY CHURCHILL, REEVE

**THE CORPORATION OF THE TOWNSHIP OF
DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-42

**SOURCE PROTECTION PLAN
PART IV ENFORCEMENT TRANSFER AGREEMENT**

BEING a By-law to authorize the execution of an agreement with Mississippi Valley Conservation Authority and Rideau Valley Conservation Authority to transfer enforcement responsibilities under Part IV of the Clean Water Act to the Conservation Authorities.

WHEREAS pursuant to Part IV of the Clean Water Act, 2006, S.O. 2006, c.22, the council of a municipality may enter into an agreement for the enforcement of this Part by the board of health, planning board or source protection authority in the municipality with respect to activities identified in the agreement, and for charging the municipality the whole or part of the cost.

AND WHEREAS pursuant to section 5 of the said Act the powers of a municipality shall be exercised by its council and further 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

AND WHEREAS it is deemed appropriate to enter into an agreement to transfer Part IV Enforcement responsibilities to the Conservation Authorities; and

NOW THEREFORE the Council of the Corporation of Township of the Drummond/North Elmsley enacts as follows:

1. THAT The Reeve and Clerk are hereby authorized to execute an agreement with Mississippi Valley Conservation Authority and Rideau Valley Conservation Authority to transfer enforcement responsibilities under Part IV of the Clean Water Act to the Conservation Authorities.
2. THAT a copy of such agreement is attached hereto as Schedule "A".
3. THAT Schedule "A" shall form an integral part of this by-law as if the words contained therein were printed as part of this document.

Read a first, second and third time this 26th day of September, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

AMENDMENT NO. 1

**AGREEMENT TO AMEND "SOURCE PROTECTION PLAN PART IV
ENFORCEMENT TRANSFER AGREEMENT"**

THIS AMENDMENT MADE IN DUPLICATE THIS _____ DAY OF _____, 2017

THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
(hereinafter called 'the Municipality')

OF THE FIRST PART

And

**MISSISSIPPI VALLEY CONSERVATION AUTHORITY and
RIDEAU VALLEY CONSERVATION AUTHORITY**
(hereinafter called 'the Authorities')

OF THE SECOND PART

WHEREAS the Municipality entered into an agreement to delegate enforcement of Part IV of the Clean Water Act to the Authorities effective September 1, 2014 through August 31, 2017;

AND WHEREAS pursuant to Section 7.04 of the Agreement, amendments may be made by mutual agreement from time to time;

AND WHEREAS both parties have reviewed the agreement and mutually agree to extend the termination date indefinitely. The termination date of the agreement is now determined by either party with a minimum of 180 days written notice;

NOW THEREFORE in consideration of the contractual relationship between the Authorities and the Municipality referred to above, the Authorities and the Municipality hereby acknowledge and agree to undertake as follows:

1. The Agreement is amended as follows:
 - a. The reference to 'Schedule "A" – Proposal for Part IV Enforcement Authority' and 'Schedule "B" – Communication Protocol' in Section 1.03 are replaced by 'Schedule "A" – Background for Part IV Enforcement Agreement between Municipalities and Conservation Authorities & Communications Protocol;'
 - b. The Schedules "A" and "B" are deleted in their entirety and replaced by 'Schedule "A" – Background for Part IV Enforcement Agreement between Municipalities and Conservation Authorities & Communications Protocol;'
 - c. Section 1.01 is deleted and replaced with the following

Under the *Clean Water Act* a municipality may transfer its enforcement authority to another body such as a "Source Protection Authority" (which is a Conservation Authority serving in its legislated role under the *Clean Water Act*). The Conservation Authority (in its capacity as a Source Protection Authority) perform the duties and enforcement responsibilities of Part IV of the *Clean Water Act* on behalf of the Municipality on all applicable lands located in the Municipality.

- d. Section 3.01 items (ix) and (x) are deleted and replaced with the following:

(ix) Exercise its jurisdiction in accordance with and follow the communication protocol established in Schedule "A,"

The remaining items on the list shall be renumbered accordingly.

- e. Section 3.3 is deleted and replaced with the following:

Before the following enforcement actions are undertaken by the Authorities, the Authorities shall contact the designated Municipal staff person, by telephone or by email to explain the purpose, process and possible cost of the action.

- f. The reference to 'Schedule "B"' in Section 4.04 be changed to 'attached as Section 3.0 of Schedule "A"'

- g. Section 7.01 and 7.02 are deleted in their entirety and replaced by the following:

- i. Section 7.01: Term

This Agreement shall continue in force indefinitely, commencing on the September 26, 2017.

The remaining sections shall be renumbered accordingly.

2. This Amendment No. 1 shall be in force from September 26, 2017 and shall have the same expiry or termination date as the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect unchanged and unmodified.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 1 as of the day of and year first written above.

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

Reeve

Date

Clerk Administrator

Date

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

_____ Chair	_____ Date
----------------	---------------

_____ General Manager	_____ Date
--------------------------	---------------

RIDEAU VALLEY CONSERVATION AUTHORITY

_____ Chair	_____ Date
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_____ General Manager	_____ Date
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Schedule 'A'

Background for Part IV Enforcement Agreement between Municipalities and Conservation Authorities & Communications Protocol

1.0 Background

Under the *Clean Water Act* a municipality may transfer its enforcement authority to another body such as a "Source Protection Authority" (which is a Conservation Authority serving in its legislated role under the *Clean Water Act*). The Conservation Authority (in its capacity as a Source Protection Authority) perform the duties and enforcement responsibilities of Part IV of the *Clean Water Act* on behalf of the Municipality on all applicable lands located in the Municipality.

1.1 Part IV Policies

The Mississippi-Rideau Source Protection Plan must address "significant drinking water threat" activities as defined under the *Clean Water Act*. Among other types of policies, the Source Protection Plan contains policies that:

- **prohibit** some drinking water threat activities under Part IV, Section 57 of the *Clean Water Act* (note that no existing activities are prohibited);
- **manage** certain other drinking water threat activities through Risk Management Plans under Part IV, Section 58 of the *Clean Water Act*; and
- **require a notice** from a Risk Management Official under Part IV, Section 59 of the *Clean Water Act* (before Planning or Building applications may proceed within certain vulnerable drinking water areas).

These sections of the Act appear in Part IV: *Regulation of Drinking Water Threats*. Under Part IV, any single, upper or lower tier municipality that has the authority to pass by-laws under the *Municipal Act* for the production, treatment and storage of water is the enforcement authority. This means that the municipality is the enforcement authority for these policies on lands within its municipal boundaries even if it does not have or operate the drinking water system.

The Conservation Authority provides the Part IV enforcement service at minimal cost to municipalities. The liability and risk associated with delivery of the program is assumed by the Conservation Authority and assured by employing competent, qualified staff with extensive experience with resource protection and a thorough understanding of the *Clean Water Act* and the Mississippi-Rideau Source Protection Plan and maintaining adequate liability insurance coverage. The Conservation Authority is committed to providing this service in a responsive, knowledgeable and courteous manner.

2.0 Details

2.1 Part IV Enforcement Responsibilities

The Part IV Enforcement Authority is responsible for appointing appropriately trained Risk Management Official(s) / Inspector(s), setting up, and maintaining all logistical and procedural aspects (such as administrative and communication materials, fee schedule, inspection procedures and information management system). The Risk Management Official and Inspector implement the policies which involves issuing notices, negotiating Risk Management Plans, reviewing Risk Assessments and exercising various powers under the *Clean Water Act* to deal with non-compliance / enforcement issues. There are also prescribed requirements for record keeping, an annual report to the MOECC and the possibility of Environmental Review Tribunal proceedings.

Table 1 summarizes these responsibilities.

2.2 Tasks and Cost Recovery

Continue to provide the service which will involve the following tasks:

1. Complete Risk Management Plans and review of Risk Assessments for existing drinking water threats.
2. Review planning and building applications and issue clearance notices on an as needed basis.
3. Negotiate Risk Management Plans and review Risk Assessments for new proposed drinking water threat activities on an as needed basis.
4. Conduct compliance and tribunal related activities on an as needed basis.
5. Prepare and submit annual reporting to the MOECC.

Ongoing Cost Recovery – MUNICIPALITY TO PAY ANY EXTRAORDINARY COSTS

Addressing new (future) proposed drinking water threats – user fees

Extraordinary costs – municipalities to cover the cost of occasional, non-routine enforcement related work such as issuing warrants and attending tribunal hearings (Conservation Authority will consult with the municipality prior to these expenditures)

Annual reporting – Conservation Authority (as part of overall source protection reporting, for policies not related to Part IV)

Table 1

Part IV Enforcement Responsibilities

Responsibility	Clean Water Act Pt. IV Reference	Associated Tasks	Explanation
General program needs	Sections 47 and 55	<ul style="list-style-type: none"> • Monitor staffing needs, select and send staff for MOECC training • Appoint Risk Management Officials (RMO) and Inspectors (RMI) and issue certificates as needed • Fee schedule under Section 55 • Prepare administrative material (forms, inspection checklists, standard notices, etc.) • Maintain application screening protocol with municipal Planning / Building departments 	Maintaining a regulatory program requires some decision making, effort, and ongoing maintenance.
Review applications and issue notices	Sections 57 and 59	<ul style="list-style-type: none"> • RMO reviews planning or building applications sent to him/her by municipal staff • RMO issues a notice under Section 59 if the application may proceed • RMO does not issue a Section 59 notice if the proposal involves an activity that is prohibited under Section 57 	The Section 59 policy helps municipalities avoid inadvertently approving an application without complying with source protection policies first. The policy allows for municipal staff to "screen out" simple applications that clearly do not involve a drinking water threat activity. An application screening procedure is agreed on with municipal staff and can be modified at any time.
Risk Management Plans	Section 58	<ul style="list-style-type: none"> • RMO / RMI negotiates Risk Management Plans 	A Risk Management Plan is a document that outlines the actions required to address an activity that has the potential to contaminate drinking water. It is a customized, site-specific plan developed in consultation with the person engaging in the activity.
Risk Assessments	Section 60	<ul style="list-style-type: none"> • RMO reviews and, if appropriate, accepts Risk Assessments 	A person whose activities are affected by Part IV policies has the option to prepare and submit a Risk Assessment concluding that the activity is not a significant drinking water threat.
Compliance activities Tribunal	Sections 61-80	<ul style="list-style-type: none"> • RMO / RMI may exercise various powers and follow various procedures related to compliance with Part IV policies • RMO will notify the affected person of their right of appeal to the Environmental Review Tribunal • RMO/RMI will prepare documentation and attend Environmental Review Tribunal hearings 	<p>The RMO and RMI have various powers and options related to compliance.</p> <p>Affected people have Environmental Review Tribunal rights.</p>
Record keeping Reporting	Sections 53, 54, 81	<ul style="list-style-type: none"> • RMO maintains records and files annual reports to the MOECC. 	There are Part IV record keeping and reporting requirements in the <i>Clean Water Act</i>

2.3 Implications for Municipal Staff / Application Screening Procedure

Municipal staff have an important role in the implementation of Part IV policies, specifically to ensure that applications under the *Planning Act* or *Building Code Act* within certain vulnerable drinking water areas do not proceed without first ensuring that source protection requirements are met (including a Section 59 notice from the Risk Management Official in some cases).

The wording of the Section 59 policy allows for municipal staff to use their discretion to **screen out** applications that clearly do not involve a drinking water threat activity so that in many cases a referral to the Risk Management Official for a Section 59 notice will not be needed. Alternatively, the municipality may choose to refer all planning and building applications in the vulnerable drinking water areas to the Risk Management Official as a standard practice.

The agreed upon screening procedure should reflect the needs, wishes and comfort level of the municipal staff and can be flexible to ensure that applications are dealt with efficiently, effectively and fairly.

2.4 Anticipated Workload

Over time, there may be some additional work created by re-negotiating Risk Management Plans due to change of property ownership. This is because Risk Management Plans are not transferable between owners; they must be negotiated between the Risk Management Official and the person engaging in the drinking water threat activity. Some additional work may also be created as a result of verification activities.

The number of future proposed drinking water threat activities subject to Part IV policies is anticipated to be low. This is because the areas with the highest vulnerability scores where the majority of the Part IV policies apply are small and/or are in areas where land use changes are infrequent and/or development pressure is low.

2.5 Customer Service

The Conservation Authority will endeavor to make the process of complying with Part IV policies straight-forward, non-threatening and fair. Specifically, affected people are provided with:

- Communication material that simply and clearly outlines their rights and responsibilities under the *Clean Water Act*
- A clear explanation of the process and options including information on various risk mitigation measures, project alternatives and funding programs (if any)
- Advice and discussion opportunity provided on-site as required
- Prompt, courteous and knowledgeable service
- No permit fee for Risk Management Plans for existing activities

The Conservation Authority will provide over the counter, drop-in service for people affected by Part IV policies. Communication material and forms will be made available at

the Conservation Authority office, on the source water protection website as well as from the Risk Management Inspector during site visits.

2.6 Information Management

The Conservation Authority will maintain records containing information on the review of Planning and Building applications, inspections, approvals, violations and enforcement activities. This information will be made available to the public (when required by legislation to do so) and to the municipality upon request.

If desired by the municipality, links could be created over time between the Part IV enforcement files and the municipality's permit / approvals record system. The Conservation Authority will endeavor to meet the municipality's specific needs in terms of data attributes and formats.

3.0 Communications Protocol

3.1 Direct Notification

- a) The Authorities shall provide notice and communications to the Municipality regarding the administration and enforcement of Part IV of the Act for the following matters, in the following form and within the following timelines:

	Class/Type of Matter	Form	Timeline
i	<u>RISK MANAGEMENT PLAN TO BE DEVELOPED/AMENDED</u> – existing or future activity requires a risk management plan and one is to be developed and/or amended	Email	Within 10 days of requirement for a Risk Management Plan/Amendment being identified and 10 days preceding its approval
ii	<u>EXISTING ACTIVITY: Notice that a Risk Management Plan is in place</u> (or is not needed due to a Risk Assessment that has been accepted by the Risk Management Official or a Prescribed Instrument that already regulates the activity)	Email	10 days from date Risk Management Plan is completed or deemed unnecessary
iii	<u>FUTURE ACTIVITY: Section 59 notice:</u> (a) Planning or building application may proceed – Notice will indicate if: a. Activity is not prohibited and does not require a Risk Management Plan; or b. Activity requires a Risk Management Plan and the Plan is in place (b) Notification that Section 59 notice cannot be issued – planning or building application cannot proceed (because activity is prohibited)	Email	When issued

- b) The content of notices shall be in compliance with the *Clean Water Act* and regulations and mutually agreed upon by the Authorities and the Municipality.
- c) Notices shall be provided in the form indicated, unless otherwise requested by the Municipality.

3.2 Third Party Municipal Notification

- a) The Authorities shall provide a copy of the notification related to the items above, within the same timeline, to third party municipalities as follows:

Notice related to:	Located Within:	A copy will be provided to:
Drummond North Elmsley	Perth IPZ	Town of Perth
	Smiths Falls IPZ	Town of Smiths Falls
Montague	Smiths Falls IPZ	Town of Smiths Falls
	Merrickville-Wolford WHPA	Village of Merrickville-Wolford
Tay Valley	Perth IPZ	Town of Perth
Rideau Lakes	Smiths Falls IPZ	Town of Smiths Falls
	Westport WHPA	Village of Westport
Beckwith	Carleton Place IPZ	Town of Carleton Place
Mississippi Mills	Carleton Place IPZ	Town of Carleton Place
Smiths Falls	Merrickville-Wolford WHPA	Village of Merrickville-Wolford

3.3 Enforcement Consultation

- a) Before the following enforcement actions are undertaken by the Authorities, the Authorities shall contact the designated Municipal staff person, by telephone to explain the purpose, process and possible cost of the action.
- b) Applicable enforcement actions:
 - i) Order under section 58 establishing or amending a Risk Management Plan
 - ii) Orders under Section 61 (to provide a report on activity), 63 (enforcement order), 67 (order to pay) or 80 (order to permit access)
 - iii) Notice requiring hearing by Tribunal (served by a person who has received an order listed in i) or ii) above)
 - iv) Prosecution for an offence under Part IV

3.4 Municipal Contacts

- a) A list of contacts shall be maintained for each Municipality to provide notification as indicated above, with the Municipality being responsible to ensure updates and/or changes to the contact information is provided to the Authorities without delay.

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-043

COMMITTEE/BOARD APPOINTMENT AND REMUNERATION BY-LAW

**A BY-LAW TO APPOINT OFFICIALS AND TO AFFIX THE REMUNERATION OF EACH
WHERE APPLICABLE.**

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS pursuant to Section 283(1), of the Municipal Act 2001 S.O. 2001 c.25, Councils of a municipality may pass by-laws to pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS pursuant to Section 283(2), of the Municipal Act 2001 S.O. 2001 c.25, a municipality may only pay the expenses of the members of its Council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if,

- (a) the expenses are actually incurred and if,
- (b) the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council or local board, of the actual expenses that would be incurred.

THEREFORE BE IT RESOLVED THAT the Council of the Township of Drummond/North Elmsley enacts as follows:

1. That the persons named in the attached Schedule "A" to this by-law be appointed for the term of Council to the various positions named in the said schedule.
2. That the rate of remuneration for these positions be as stated on the attached Schedule "A".
3. That the allowable expenses for these positions in performance of duties be as stated on the attached Schedule "B".
4. That the attached Schedule "C" is the Township "Travel Expense Claim" form for Council and Committee members to be submitted for the reimbursement of seminar and conference expenses incurred.
5. That the attached Schedule "D" to the Township "Mileage Expense Claim" form to be submitted for the reimbursement of mileage expenses incurred.

6. That the attached Schedule “E” to the Township “Committee Meeting Expense Claim” form to be submitted for payment of per diem claims for committee meeting attended.
7. That the attached Schedule “F” to the Township “Committee of Adjustment Expense Claim” form to be submitted for payment of per diem claims and mileage for committee meeting attended.
8. Schedules “A to F” attached hereto, form part of this by-law.
9. That By-law 2016-045 shall be and is hereby repealed.
10. That this by-law shall take effect as of the date of passage.

Read a first, second and third time and finally passed this 26 day of September 2017.

Aubrey Churchill Reeve

Cindy Halcrow, Clerk Administrator

SCHEDULE “A” to By-law No. 2017-043

COMMITTEE	REMUNERATION	NAME
TOWNSHIP COMMITTEES/BOARDS		
Committee of Adjustment	\$35 fee per application Mileage \$75.00 per site visit	Ken Fournier Susan Brandum Ray Scissons
	Employee-Secretary Employee-Alternate Secretary Employee-Alternate Secretary	Karl Grenke Cindy Halcrow Cathy Ryder
Conservation Authorities RVCA MVCA	Paid by RVCA Paid by MVCA	Ray Scissons Gail Code
200th D/NE Anniversary Committee	Employee Mileage Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference) Mileage (as per terms of reference)	Karl Grenke Gail Code Barrie Crampton Karen Hunt Muriel Hopper Linda Myers Rob Campbell Maureen Armstrong
200th Joint Anniversary Committee	Mileage + Compensation Employee	Gail Code Karl Grenke (alternate)
Drug Strategy Committee	Mileage + Compensation	Steve Fournier
Drummond/North Elmsley Tay Valley Fire Rescue Board	Mileage Mileage Mileage	Aubrey Churchill Gail Code Ray Scissons
Environmental Initiatives Committee	Mileage Mileage Employee Employee	George Sachs Iris Doran Scott Cameron Cathie Green

SCHEDULE “A” to By-law No. 2017-043

Fence Viewers • Drummond Ward • North Elmsley Ward	\$25.00 per hour (\$50.00 minimum per visit)	Stuart McIntosh John Leeflang Winston Porter
Municipal Investigators	\$65.00 per visit	Paul Hauraney Stuart McIntosh Clare Porter (alternate) Ross Creighton (alternate)
Municipal Emergency Control Group Municipal Emergency Management Program Committee (Emergency Management)	Mileage Mileage CEMC CEMC 1 st alternate & chair CA Alternate CEMC & EIO Alternate EIO Public Works Public Works Alternate	Aubrey Churchill Gail Code (alternate) Greg Saunders Cindy Halcrow Linda Van Alstine Cathy Ryder Karl Grenke Scott Cameron Shawn James
Mississippi Lake Advisory	Employee	Karl Grenke
Mississippi Lake Planning	Mileage + Compensation	Gail Code
Perth & District Union Public Library Board	Mileage Compensation Compensation	George Sachs Ted Parkinson John Kalbfleisch
Rideau Corridor Landscape Committee	Mileage + Compensation Employee	Aubrey Churchill Karl Grenke
Rideau Heritage Route Tourism Association	Employee	Cindy Halcrow

**Mileage as per Township rate

**Meeting compensation = \$75.00 Half Day / \$150.00 Full Day

SCHEDULE “B” to By-law No. 2017-043

- d) Accommodation as authorized
 - e) Remuneration for each day of attendance at any seminar authorized by Council shall be as follows:
 - The employee’s regular rate of pay
 - Other committee or board members, exclusive of members of Council, shall be \$75.00 per day.
 - Members of Council as per the Council Remuneration And Expense By-Law
 - f) Vehicle Parking Expenses
3. Training expenses for Officers and Employees of the Corporation shall be as described in the Township Employment By-law.
4. Mileage for personal vehicles in performance of duties as assigned by Council or as authorized by the Department Head shall be at the rate currently adopted by the County of Lanark.

SCHEDULE "C" to By-law No. No. 2017-043
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
CONFERENCE/SEMINAR EXPENSE & TRAVEL CLAIM

Name: _____

Address: _____

Convention: _____

Dates: _____

Transportation: Mileage: Total Km _____ @ Km Rate* = _____

Other transportation Costs (please specify, ie. train, taxi):

Accommodation: _____

Meals (\$80.00 daily conference allowance):

Seminars:	\$20.00	Breakfast	_____
	\$25.00	Lunch	_____
	\$35.00	Dinner	_____

Honorarium: \$75.00 per half day / \$150.00 per full day _____

Registration Fees: _____

Other Expenses (please specify):

Total Expenditures _____

Less Advances Received _____

Total Now Claimed _____

Date: _____ Signature: _____

Approved: _____

"RECEIPTS MUST BE ATTACHED TO THIS CLAIM"

** The rate per Km shall be the rate currently adopted by the County of Lanark.*

SCHEDULE "D" to By-law No. No. 2017-043
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
MILEAGE EXPENSE CLAIM

Name: _____

Address: _____

Dates For Period: _____

Date	Purpose	Location	Km Traveled

Mileage: Total Km _____ @ Km Rate* = _____

Total Now Claimed _____

Date: _____ Signature: _____

Approved: _____

** The rate per Km shall be the rate currently adopted by the County of Lanark.*

SCHEDULE "E" to By-law No. 2017-043

EXTERNAL MEETING CLAIM FORM

The following member (Name) _____

Certifies by signing their respective name hereto, that they attended a meeting(s) on the date(s) shown and are entitled to per diem(s) and mileage allowance unless otherwise

Name of Meeting	Date of Meeting	Kilometers Traveled	Honourarium \$75 Half day \$150 Full Day

Total Km _____ @ .48/Km Rate* = _____

Total Meetings _____ @ \$75 Half day Total Meeting @ \$150 Full Day _____

Total Meeting Expense = _____

Total Expense Submitted: _____

Councillor's Signature: _____

Clerk's Signature: _____

Approval Date: _____

SCHEDULE "F" to By-law No. 2017-043

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

COMMITTEE OF ADJUSTMENT EXPENSE CLAIM

COMMITTEE MEMBER: _____

APPLICATION NUMBER: _____

APPLICANT'S NAME: _____

MILEAGE

Site Visit date: _____ Km x * = _____

_____ x \$75.00 = _____

Additional Site Visit date: _____ Km x * = _____

_____ x \$75.00 = _____

MEETING

Public Meeting: Date _____ x \$35.00 = _____

Additional Public Meeting if required: Date _____ x \$35.00 = _____

Total Expense

\$ _____

Date Submitted: _____ Signature : _____

Approved by: _____

** The rate per Km shall be the rate currently adopted by the County of Lanark.*

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-044

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on September 26, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 26th day of September 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#19 Council Meeting, October 10, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#18 Council Meeting of September 26, 2017. Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Absent:	Deputy Reeve	Gail Code
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Members Wishing To Disclose A Pecuniary Interest Do So Now. No members disclosed a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of September 12, 2017

Moved By: Steve Fournier

Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of September 12, 2017, as circulated.

**Carried
17-111**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of September 26, 2017 as circulated.

**Carried
17-112**

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **September 12, 2017**

“A” 1 Custodial Services and Facility Booking Tender 2017-03

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley awards Tender No. 2017-03 Custodial Services & Facility Bookings at various Township Buildings to KGM Distributors commencing October 1, 2017.

“A” 2 Office Administrative Changes

“B” 2 THAT the Council of the Corporation of the Township of Drummond/North Elmsley award accepts Mary Remmig’s resignation with regrets and extends appreciation for her service to the Township; and

FURTHERMORE THAT Diane Anderson assumes the full-time role of Administrative Assistant/Receptionist once an employee’s graduated return to work schedule has been significantly completed; and

FURTHERMORE THAT a temporary/contract receptionist be hired to cover reception from approximately September 25 – November 17, 2017 or earlier.

Councillor Ray Scissons presented and read Report #14 CoW-September 12, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Ray Scissons
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Report #14 CoW-September 12, 2017 is hereby adopted this twenty-sixth day of September 2017.

Carried
17-113

5.0 BY-LAWS

5.1 Source Protection Plan – Enforcement Transfer Agreement 2017-042 –
This item deferred until a future Council meeting.

5.2 Committee/Board Appointment & Remuneration 2017-043

Moved By: Steve Fournier
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-043, being a By-law to appoint officials and to affix the remuneration of each where applicable and entitled, “Committee/Board Appointment & Remuneration”, be read a first, second and third time and finally passed in open Council.

Carried
17-114

- 6.0 RESOLUTIONS/NOTICE OF MOTIONS:** None
7.0 CLOSED SESSION: None
8.0 COMMUNICATIONS/CORRESPONDENCE: None
9.0 UNFINISHED BUSINESS: None
10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT By-law #2017-44 being a By-law to confirm the proceedings of Council at its meeting of September 26, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-115**

11.0 ADJOURNMENT

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:08 p.m.

**Carried
17-116**

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #15 CoW-SEPTEMBER 26, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1. Road Reconstruction Contract 2017-05 Stamford Drive

- “B” 1. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** accept the tendered price from Crains’ Construction Ltd. of \$132,072 (plus applicable taxes) for the Stamford Drive Reconstruction Tender 2017-05 and;

FURTHERMORE THAT Council approves the additional funding required to compensate for the financial gap from what was originally approved vs the actual cost are to come from the Construction Reserve and

FURTHERMORE THAT Council gives the Reeve and Clerk Administrator the authority to sign all pertinent documentation with Crains’ Construction Ltd., for Stamford Drive Reconstruction Tender 2017-05.

“A” 2. Rideau Ferry Parking Lot Reconstruction

- “B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** approve an additional \$42,100 be funded from the Construction Reserve for the Rideau Ferry Parking Lot Reconstruction project.

“A” 3. Nickerson Access onto Unopen Road Allowance

- “B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** approve, in principal, that the owner of Lot 1, Concession 12, Drummond Ward be allowed to construct an access driveway within the unopen Road Allowance adjacent to his property connecting to County Road No.12, provided that certain conditions are met to the satisfaction of the Manager of Public Works for the Township of Drummond North Elmsley and the Director of Public Works for the County of Lanark and conditional upon rezoning and site plan control.

“A” 4. International Tandem Plow & Sand Truck Bid

- “B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley** authorize the Public Works Manager to submit a bid on a 1992 International Tandem Plow and Sand Truck to an upset limit of \$6,000 or less.

All of which is respectfully submitted by:

Councillor Ray Scissons

**Direction by the Head of council:
Council may remove items in Section “B” to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #15 CoW-September 26, 2017 is hereby adopted this tenth day of October, 2017.

AUBREY CHURCHILL, REEVE

BY-LAW No. 2017-045
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley

GENERAL COMMERCIAL SPECIAL EXCEPTION ZONE (CG-2)

Midway Sports and Trophies

Part of Lot 12, Concession 7
(Geographic Township of North Elmsley)

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-045

MIDWAY SPORTS ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1: The lands shown shaded on Schedule “A” attached to and forming part of this By-law, are the lands affected by this By-law.

Section 2: Schedule “A1” of By-law No. 2012-060 is hereby amended by changing the zoning on the affected lands from Institutional, Rural and Residential to General Commercial Special Exception 2 (CG-2).

Section 3: Section 12.3 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 12.3.1:

12.3.2. CG-2: *Part of Lot 12, Concession 7, North Elmsley Ward (2017-046)*

Notwithstanding any provisions of this By-law to the contrary, on the lands zoned CG-2 the minimum rear yard and exterior side yard depth for a commercial land use shall be 20 m and permitted uses shall be limited to the following:

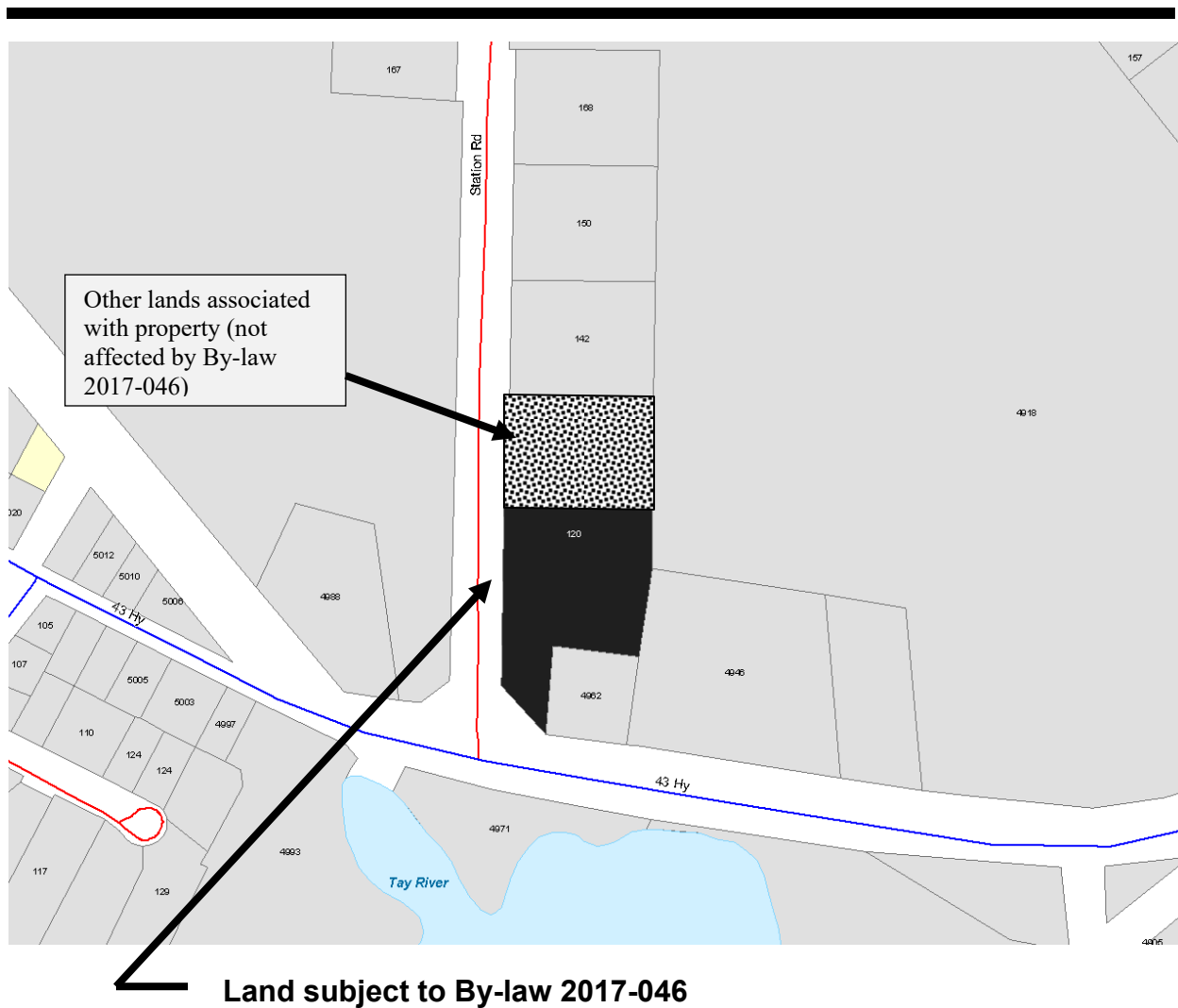
- *Retail store;*
- *Custom Workshop;*
- *Sample and Show Room;*
- *Recreation Instruction;*
- *Restaurant (excluding a licensed establishment);*
- *Accessory Apartment*

Section 4: This By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 10th day of October, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



This is **SCHEDULE A** to By-law No.2017-045
passed the 10th day of October, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

APPENDICES

APPENDIX A True copy of all written submissions and supporting material.

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-046

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its special meeting held on October 10, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 10th day of October 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#20 Council Meeting, October 24, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#19 Council Meeting of October 10, 2017 Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:

Reeve	Aubrey Churchill
Deputy Reeve	Gail Code
Councillor	Steve Fournier
Councillor	George Sachs
Councillor	Ray Scissons

Staff:

Clerk-Administrator	Cindy Halcrow
Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of September 26, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of September 26, 2017 as circulated.

**Carried
17-117**

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Ray Scissons

Seconded By: Gail Code

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of October 10, 2017 as amended.

**Carried
17-118**

Amendment:

Addition: Midway Sports Staff Report (7.1 d Midway Sports staff report from the CoW agenda of the same date)

3.0 DELEGATIONS: None

Note: Item #1 from the Communication Package - Letter from L. Donaldson was noted in opposition.

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **September 26, 2017**

“A” 1. Road Reconstruction Contract 2017-05 Stamford Drive

“B” 1. THAT the Council of the Corporation of the Township of Drummond/North Elmsley accept the tendered price from Crains’ Construction Ltd. of \$132,072 (plus applicable taxes) for the Stamford Drive Reconstruction Tender 2017-05 and;

FURTHERMORE THAT Council approves the additional funding required to compensate for the financial gap from what was originally approved vs the actual cost are to come from the Construction Reserve; and

FURTHERMORE THAT Council gives the Reeve and Clerk Administrator the authority to sign all pertinent documentation with Crains’ Construction Ltd., for Stamford Drive Reconstruction Tender 2017-05.

“A” 2. Rideau Ferry Parking Lot Reconstruction

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approve an additional \$42,100 be funded from the Construction Reserve for the Rideau Ferry Parking Lot Reconstruction project.

“A” 3. Nickerson Access onto Unopen Road Allowance (*Removed from consent agenda and voted on separately*)

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approve, in principal, that the owner of Lot 1, Concession 12, Drummond Ward be allowed to construct an access driveway within the unopen Road Allowance adjacent to his property connecting to County Road No.12, provided that certain conditions are met to the satisfaction of the Manager of Public Works for the Township of Drummond North Elmsley and the Director of Public Works for the County of Lanark and conditional upon rezoning and site plan control.

“A” 4. International Tandem Plow & Sand Truck Bid

“B” 4. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorize the Public Works Manager to submit a bid on a 1992 International Tandem Plow and Sand Truck to an upset limit of \$6,000 or less.

Councillor Ray Scissons presented and read Report #15 CoW-September 26, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT the Report #15 CoW-September 26, 2017 with Items B1, B2 and B4 are hereby adopted this tenth day of October 2017.

**Carried
17-119**

The Reeve reported that Mr. Donaldson submitted a letter in opposition of Nickerson using the unopened road allowance.

Mr. Donaldson stated that his issue is about the use of the unopened road allowance and not the rezoning. Mr. Donaldson said that Council's decision tonight impacts the issue going forward. The Planner reported that Mr. Nickerson must complete various planning processes before the proposal could move forward. The Planner noted that the Township is not committing itself to anything at this point and the Township is not supporting in principle the land use at this time.

**Moved By: Steve Fournier
Seconded By: Gail Code**

BE IT RESOLVED THAT item B3 Nickerson Access onto Unopen Road Allowance be deferred until October 24, 2017.

ADOPTED

4.2 Report of the Planner - Midway Sports Zoning Amendment

The Planner reviewed the outcome of the public meeting and consideration of the next steps on the application for Midway Sports for a portion of the Port Elmsley Hall property at 120 Station Road. The Planner reviewed possible future land uses for the property other than the core business. These include a restaurant, recreation instruction and a residential apartment. The Planner provided three options for Council to consider as it relates to the zoning amendment. The Committee agreed upon Option 1: to bring forward a by-law implementing the following modified zoning policy for the Commercial General Special Exception 2 Zone:

Notwithstanding any provisions of this By-law to the contrary, on the lands zoned CG-2 the minimum rear yard and exterior side yard depth for a commercial land use shall be 20 m and permitted uses shall be limited to the following:

- Retail store;
- Custom Workshop;
- Sample and Show Room;
- Recreation Instruction;
- Restaurant (excluding a licensed establishment);
- Accessory Apartment

5.0 BY-LAWS:

5.1 Midway Sports Zoning By-law Amendment

**Moved By: Gail Code
Seconded By: Ray Scissons**

BE IT RESOLVED THAT By-law 2017-045, being a by-law to amend comprehensive Zoning By-law 2012-060: part of Lot 12, Concession 7, Geographic Township of North Elmsley, and entitled "Midway Sports Zoning By-law Amendment, be read a first, second and third time and finally passed in open Council.

**Carried
17-120**

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-046 being a By-law to confirm the proceedings of Council at its meeting of October 10, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-121**

11.0 ADJOURNMENT

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:25 p.m.

**Carried
17-122**

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #16 CoW-OCTOBER 10, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A"1. Township of Montague's Bill 148 Resolution

"A"2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the Township of Montague's Resolution – Bill 148 Fire Prevention Services requesting that all municipal employees be specifically exempted from the on-call changes proposed by Bill 148.

"B" 1. Award Otty Lake Side Road Engineering Design

"B" 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the Request for Proposal from McIntosh and Perry Ltd., for \$129,220 (plus applicable taxes) for the engineering services for the reconstruction of Otty Lake Side Road.

All of which is respectfully submitted by:

Councillor Steve Fournier

Direction by the Head of council:

Council may remove items in Section "B" to be voted on separately prior to introducing a motion to accept the report in its entirety.

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #16 CoW-October 10, 2017 is hereby adopted this twenty-fourth day of October, 2017.

AUBREY CHURCHILL, REEVE

**BY-LAW No. 2017-047
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley**

RURAL TEMPORARY USE ZONE (RU-t5)

Chris Tulipano and Nancy Tulipano

**Part of Lot 11, Concession 5
(Geographic Township of Drummond)**

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-047

TULIPANO ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1: The lands shown shaded on Schedule "A" attached to and forming part of this By-law, are the lands affected by this By-law.

Section 2: Schedule "A1" of By-law No. 2012-060 is hereby amended by changing the zoning on the affected lands from Rural to Rural- Temporary (RU-t5).

Section 3: Section 4.31.2 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 4.31.2(4):

5. *RU-t5: Part of Lot 11, Concession 5, Drummond Ward (2017-047)*

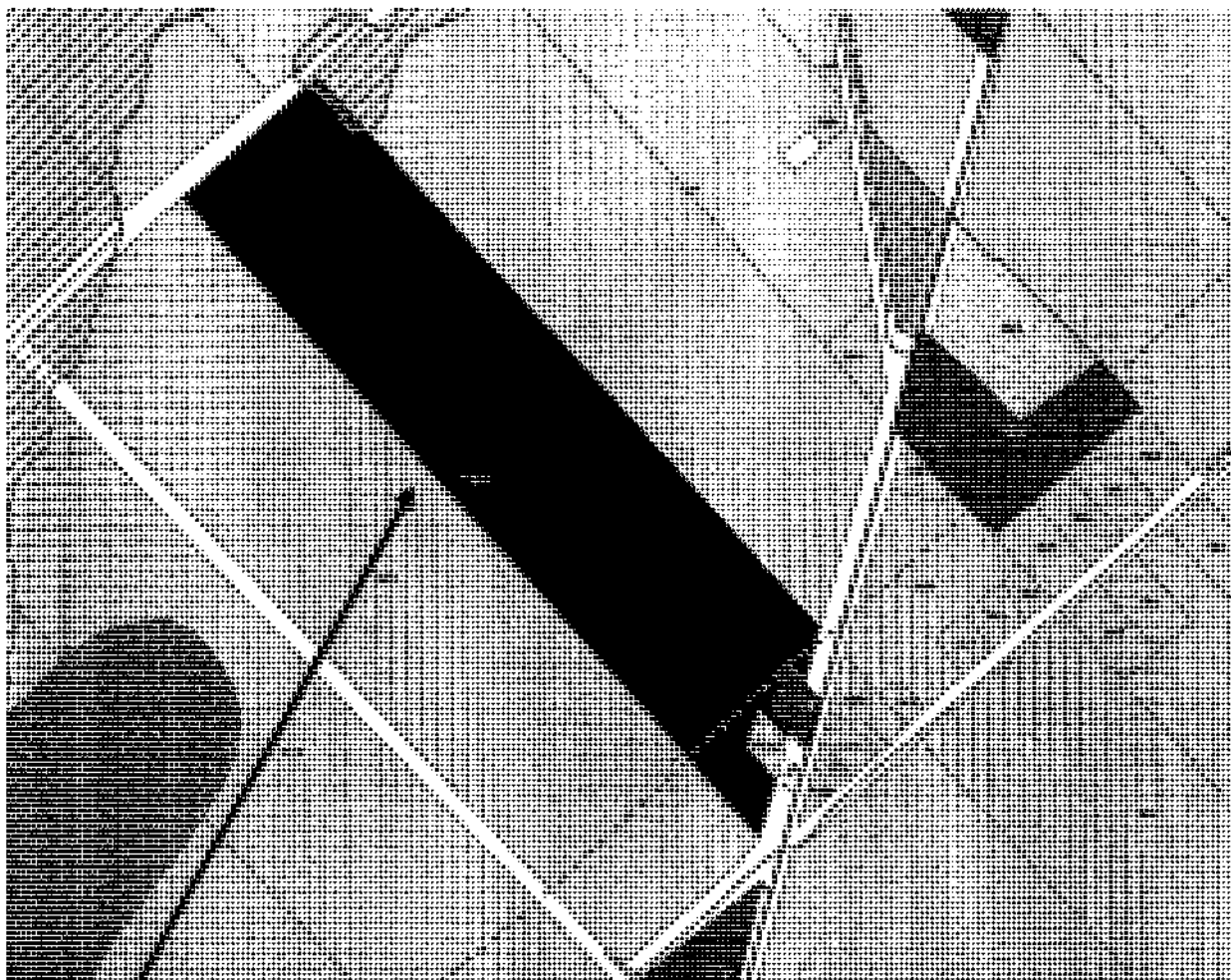
Notwithstanding any provisions of this By-law to the contrary, on the lands zoned RU-t5, a garden suite is permitted as a temporary accessory use to the existing single detached dwelling house. The Garden Suite shall be permitted for a period of twenty (20) years to October 10, 2037, or until such earlier time as the garden suite is no longer needed for the purpose for which it is to be used, at which time the temporary use shall cease and this provision shall be deemed to be repealed.

Section 4: This By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 24th day of October, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



Land subject to By-law 2017-047

This is **SCHEDULE A** to By-law No.2017-047
passed the 24th day of October, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

APPENDICES

APPENDIX A True copy of all written submissions and supporting material.

**BY-LAW No. 2017-048
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley**

**AGGREGATE- PIT SPECIAL EXCEPTION ZONE (AP-1)
RURAL EXCEPTION ZONE (RU-92)**

Lanark Sand and Gravel (Thomas Cavanagh Construction)

**Part of Lot 13, Concession 11
(Geographic Township of Drummond)**

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-048

CAVANAGH ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1: The lands shown shaded on Schedule "A" attached to and forming part of this By-law, are the lands affected by this By-law.

Section 2: Schedule "A1" of By-law No. 2012-060 is hereby amended by changing the zoning on the affected lands from Aggregate Reserve to Aggregate Pit- Special Exception 1 (AP-1) and from Rural to Rural-Special Exception 92 (RU-92). I

Section 3: Section 7.4 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 7.4.91:

7.4.92 *RU-92: Part of Lot 13 Concession 11, Drummond Ward (2017-048)*

Notwithstanding any provisions of this By-law to the contrary, on the lands zoned RU-92 an office shall be an additional permitted use subject to the following requirement:

- 1. Maximum gross floor area (all buildings) 140 m²*

Section 4: Section 20.3 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 20.3:

20.3.1. *AP-1: Part of Lot 13, Concession 11, Drummond Ward (2017-048)*

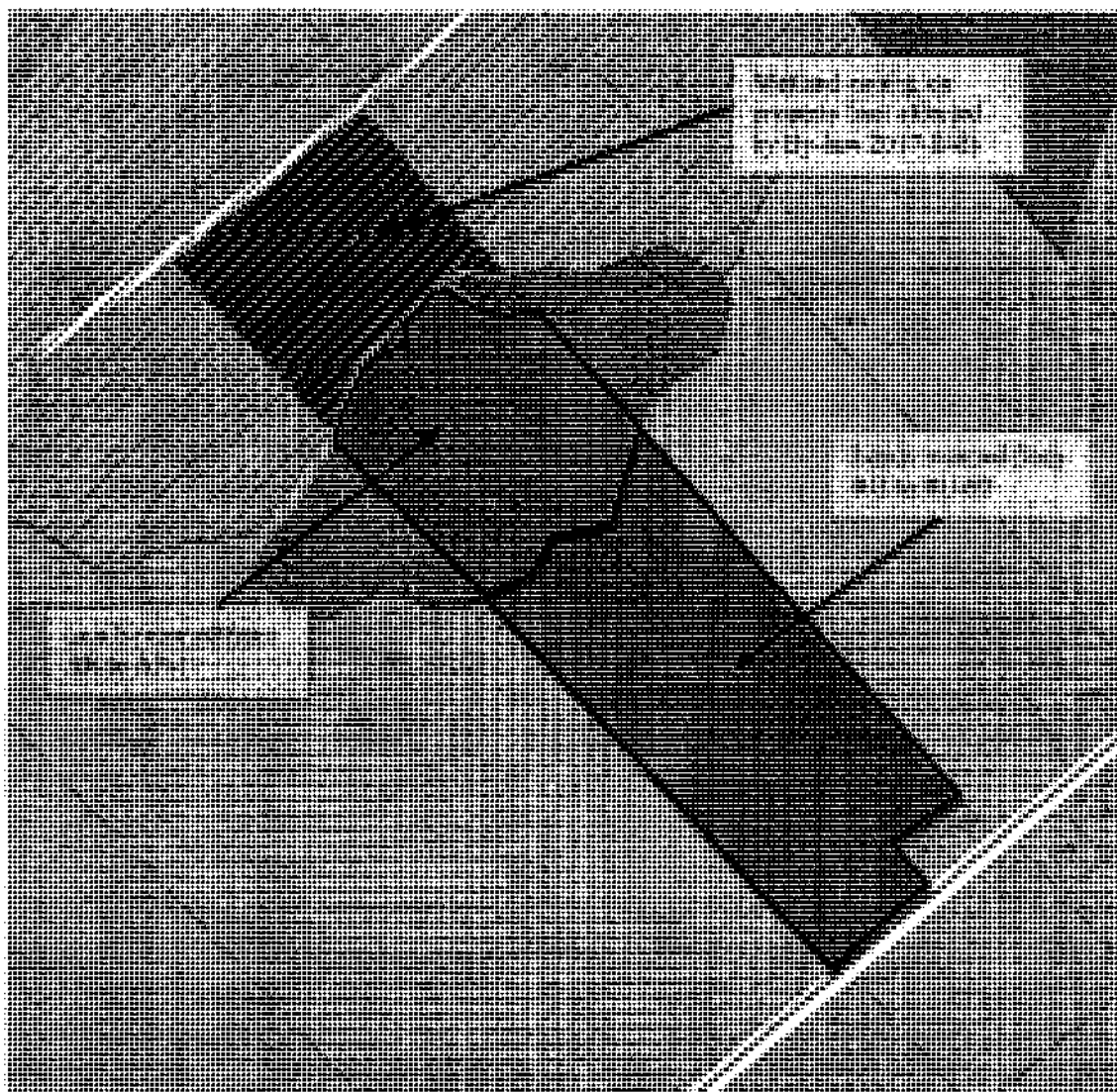
Notwithstanding any provisions of this By-law to the contrary, on the lands zoned AP-1, explosives storage in a licensed magazine shall be an additional permitted use, provided said use is set back a minimum of 950 m from the front lot line of the property that is subject to this zoning. For the purposes of this section, 'explosives storage in a licensed magazine' shall be defined as "any building, storehouse, structure or place, as licenced under Section 7 of the Explosives Act, in which anything that is made, manufactured or used to produce an explosion or detonation or pyrotechnic effect, and includes anything prescribed to be an explosive by the regulations under the Explosives Act, but does not include gases, organic peroxides or anything prescribed not to be an explosive by the regulations is being stored."

Section 5: This By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 24th day of October, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



Lands subject to By-law 2017-048

This is **SCHEDULE A** to By-law No.2017-048
passed the 24th day of October, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

APPENDICES

APPENDIX A True copy of all written submissions and supporting material submitted under separate cover

RESOLUTION OF COUNCIL

TOWNSHIP OF DRUMMOND\NORTH ELMSLEY

October 24, 2017

Number: 17-_____

Moved By: _____

Seconded By: _____

WHEREAS changes proposed to on-call provisions in the Employment Standards Act by Bill 148 will result in exorbitant tax increases to maintain fire prevention services and on-call system for snow plowing and road maintenance in a rural municipality; and

WHEREAS many Ontario municipalities will be unable to afford these services if this change is enacted; and

WHEREAS the Association of Municipalities of Ontario has submitted a position paper to the Ontario government specifically requesting the exemption of all municipal employees who are required to be on call to provide statutorily mandated public safety services;

NOW THEREFORE BE IT RESOLVED THAT The Township of Drummond/North Elmsley requests that all municipal employees be specifically exempted from the on-call changes proposed by Bill 148; and

FURTHERMORE THAT the Township of Drummond/North Elmsley request that the government of Ontario conduct a full economic impact study of Bill 148 to study the effect of the Bill on businesses and municipalities across Ontario; and

FURTHERMORE THAT this resolution be circulated to Premier Kathleen Wynne, Minister of Labour Kevin Daniel Flynn, the Association of Municipalities of Ontario and all Ontario municipalities.

CARRIED

RESOLUTION OF COUNCIL

TOWNSHIP OF DRUMMOND\NORTH ELMSLEY

October 24, 2017

Number: 17-_____

Moved By: _____

Seconded By: _____

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley approve, in principal, that the owner of Lot 1, Concession 12, Drummond Ward be allowed to construct an access driveway within the unopen Road Allowance adjacent to his property connecting to County Road No.12, provided that certain conditions are met to the satisfaction of the Manager of Public Works for the Township of Drummond North Elmsley and the Director of Public Works for the County of Lanark and conditional upon rezoning and site plan control.

CARRIED

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELSLEY**

BY-LAW NO. 2017-049

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting held on October 24, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 24 day of October 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#21 Council Meeting, November 28, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley

#20 Council Meeting of October 24, 2017. Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Planner	Karl Grenke

Members Wishing To Disclose A Pecuniary Interest Do So Now.

1.0 MINUTES

1.1 Regular Minutes of October 10 , 2017

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of October 10, 2017, as circulated or amended.

Carried
17-123

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of October 24, 2017 as circulated.

Carried
17-124

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **October 10, 2017**

“A”1. Township of Montague’s Bill 148 Resolution

“A”2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley supports the Township of Montague’s Resolution – Bill 148 Fire Prevention Services requesting that all municipal employees be specifically exempted from the on-call changes proposed by Bill 148.

“B” 1. Award Otty Lake Side Road Engineering Design

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley accepts the Request for Proposal from McIntosh and Perry Ltd., for \$129,220 (plus applicable taxes) for the engineering services for the reconstruction of Otty Lake Side Road.

Councillor Fournier presented and read Report #16 CoW-October 10, 2017 to Council on behalf of the Committee of the Whole.

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Report #16 CoW-October 10, 2017 is hereby adopted this twenty-fourth day of 2017.

**Carried
17-125**

5.0 BY-LAWS

5.1 Tulipano Zoning Amendment

Moved By: Gail Code

Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-047, being a By-law to amend Comprehensive Zoning By-law No. 2012-060: Part of Lot 11, Concession 5 Geographic Township of Drummond and entitled, “Tulipano Zoning By-law Amendment”, be read a first, second and third time and finally passed in open Council.

**CARRIED
17-126**

5.2 Cavanagh Zoning Amendment

Moved By: Steve Fournier
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-048, being a By-law to amend Comprehensive Zoning By-law No. 2012-060: Part of Lot 13, Concession 11 Geographic Township of Drummond and entitled, "Cavanagh Zoning By-law Amendment", be read a first, second and third time and finally passed in open Council.

**Carried
17-127**

6.0 RESOLUTIONS/NOTICE OF MOTIONS

6.1 Bill 148 Resolution – On-Call Provisions

Moved By: Steve Fournier
Seconded By: George Sachs

WHEREAS changes proposed to on-call provisions in the Employment Standards Act by Bill 148 will result in exorbitant tax increases to maintain fire prevention services and on-call system for snow plowing and road maintenance in a rural municipality; and

WHEREAS many Ontario municipalities will be unable to afford these services if this change is enacted; and

WHEREAS the Association of Municipalities of Ontario has submitted a position paper to the Ontario government specifically requesting the exemption of all municipal employees who are required to be on call to provide statutorily mandated public safety services;

NOW THEREFORE BE IT RESOLVED THAT The Township of Drummond/North Elmsley requests that all municipal employees be specifically exempted from the on-call changes proposed by Bill 148; and

FURTHERMORE THAT the Township of Drummond/North Elmsley request that the government of Ontario conduct a full economic impact study of Bill 148 to study the effect of the Bill on businesses and municipalities across Ontario; and

FURTHERMORE THAT this resolution be circulated to Premier Kathleen Wynne, Minister of Labour Kevin Daniel Flynn, the Association of Municipalities of Ontario and all Ontario municipalities.

**Carried
17-128**

6.2 Nickerson Access – deferred from October 10, 2017

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley approve, in principal, that the owner of Lot 1, Concession 12, Drummond Ward be allowed to construct an access driveway within the unopen Road Allowance adjacent to his property connecting to County Road No.12, provided that certain conditions are met to the satisfaction of the Manager of Public Works for the Township of Drummond North Elmsley and the Director of Public Works for the County of Lanark and conditional upon rezoning and site plan control.

**Carried
17-129**

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT By-law #2017-049 being a By-law to confirm the proceedings of Council at its meeting of October 24, 2017, be read a first, second and third time and finally passed in open Council.

**Carried
17-130**

11.0 ADJOURNMENT

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:09 p.m.

**Carried
17-131**

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #17 CoW-November 14, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 Animal Control/Pound Services

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley rejects the RFPs for Animal Control Services; and

FURTHERMORE THAT the Township will not be providing animal control or pound services for a one-year trial period.

“A” 2. Annual Accessibility Update

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the annual update of the Township's Accessibility Plan.

“A” 3. Coutts Bay Land Transfer

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the exchange of lands between the Township and John McLaughlin whereby the Township deeds Part 1 on 27R-2264 and Parts 2 on 27R-10943 to John McLaughlin and John McLaughlin transfers Part 1 on 27R10943 to the Township;

AND FURTHERMORE THAT the Township declares Part of Lot 21 Concession 5, Geographic Township of North Elmsley designated as Part 1 on 27-2264 and Parts 2 on 27R-10943 surplus to municipal needs.

“A” 4. Coyote/Wolf Resolution

“B” 4. WHEREAS residents and farm families in particular, have expressed serious concerns about the increasing numbers of nuisance coyotes and wolves in the area;

AND WHEREAS in recent years, coyotes and wolves have become prolific and attacks on young calves, lambs and sheep have increased;

AND WHEREAS livestock owners carry the financial burden of protecting their livestock from predators;

AND WHEREAS some livestock owners are reconsidering expansion plans for their livestock production due to growing concerns about the number of coyotes and wolves;

AND WHEREAS there currently exists no policy or regulation which monitors control of these nuisance coyotes and wolves;

AND WHEREAS the Council of the Township of Drummond/North Elmsley supports the farming community in its effort to control the coyote and wolf population to protect their

livestock;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North requests the Province of Ontario to develop a solution to reduce the nuisance coyote and wolf predation;

AND FURTHERMORE THAT a copy of this resolution be forwarded to MPP Randy Hillier and Lanark County municipalities for support.

“A” 5. 2018 Election

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley rescinds Resolution #16-125 B5 Alternative Voting Methods, and

FURTHERMORE THAT the polls be dissolved from 5 polls to 1 poll in Drummond Ward and from 8 polls to 1 poll in North Elmsley Ward.

All of which is respectfully submitted by:

Councillor George Sachs

<p>Direction by the Head of council: Council may remove items in Section “B” to be voted on separately prior to introducing a motion to accept the report in its entirety.</p>
--

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #17 CoW-November 14, 2017 is hereby adopted this twenty-eight day of November, 2017.

AUBREY CHURCHILL, REEVE



REPORT OF THE SPECIAL BUDGET COMMITTEE OF THE WHOLE REPORT #18 CoW-NOVEMBER 21, 2017

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section “A” as information and Section “B” as follows:

“A” 1 Asset Management Plan Update

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the Asset Management Work Plan 2018-2027.

“A” 2. Capital Budget

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes staff to single source the construction of a dock to Kehoe Marine Construction.

All of which is respectfully submitted by:

Councillor George Sachs

Direction by the Head of council:

Council may remove items in Section “B” to be voted on separately prior to introducing a motion to accept the report in its entirety.

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #18 CoW-November 21, 2017 is hereby adopted this twenty-eighth day of November 2017.

AUBREY CHURCHILL, REEVE

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-050

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting held on November 28, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 28th day of November 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELSLEY

#22 Council Meeting, December 12, 2017

AGENDA

COUNCIL – CALL TO ORDER 5:00 p.m.

PLEASE NOTE: Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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Township of Drummond/North Elmsley
#21 Council Meeting of November 28, 2017.
Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:02 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Absent:	Councillor	Ray Scissons
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Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of October 24, 2017

Moved By: Gail Code
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of October 24, 2017, as circulated or amended.

Carried
17-132

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Gail Code
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of November 28, 2017 as circulated.

Carried
17-133

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **November 14, 2017**

“A” 1 Animal Control/Pound Services

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley rejects the RFPs for Animal Control Services; and

FURTHERMORE THAT the Township will not be providing animal control or pound services for a one-year trial period.

“A” 2. Annual Accessibility Update

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the annual update of the Township's Accessibility Plan.

“A” 3. Coutts Bay Land Transfer

“B” 3. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the exchange of lands between the Township and John McLaughlin whereby the Township deeds Part 1 on 27R-2264 and Parts 2 on 27R-10943 to John McLaughlin and John McLaughlin transfers Part 1 on 27R10943 to the Township;

AND FURTHERMORE THAT the Township declares Part of Lot 21 Concession 5, Geographic Township of North Elmsley designated as Part 1 on 27-2264 and Parts 2 on 27R-10943 surplus to municipal needs.

“A” 4. Coyote/Wolf Resolution

“B” 4. WHEREAS residents and farm families in particular, have expressed serious concerns about the increasing numbers of nuisance coyotes and wolves in the area;

AND WHEREAS in recent years, coyotes and wolves have become prolific and attacks on young calves, lambs and sheep have increased;

AND WHEREAS livestock owners carry the financial burden of protecting their livestock from predators;

AND WHEREAS some livestock owners are reconsidering expansion plans for their livestock production due to growing concerns about the number of coyotes and wolves;

AND WHEREAS there currently exists no policy or regulation which monitors control of these nuisance coyotes and wolves;

AND WHEREAS the Council of the Township of Drummond/North Elmsley supports the farming community in its effort to control the coyote and wolf population to protect their livestock;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North requests the Province of Ontario to develop a solution to reduce the nuisance coyote and wolf predation;

AND FURTHERMORE THAT a copy of this resolution be forwarded to MPP Randy Hillier and Lanark County municipalities for support.

“A” 5. 2018 Election

“B” 5. THAT the Council of the Corporation of the Township of Drummond/North Elmsley rescinds Resolution #16-125 B5 Alternative Voting Methods, and

FURTHERMORE THAT the polls be dissolved from 5 polls to 1 poll in Drummond Ward and from 8 polls to 1 poll in North Elmsley Ward.

Councillor Sachs presented and read Report #17 CoW-November 14, 2017 to Council on behalf of the Committee of the Whole.

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Report #17 CoW-November 14, 2017 is hereby adopted this twenty-eighth day of November 2017.

Carried
17-134

4.2 Special Committee of the Whole Report to Council

- **November 21, 2017**

“A” 1 Asset Management Plan Update

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the Asset Management Work Plan 2018-2027.

“A” 2. Capital Budget

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley authorizes staff to single source the construction of a finger dock to Kehoe Marine Construction at Rideau Ferry.

Moved By: George Sachs
Seconded By: Steve Fournier

BE IT RESOLVED THAT the Report #18 Special CoW-November 21, 2017 is hereby adopted this twenty-eighth day of November 2017.

Carried
17-135

- 5.0 BY-LAWS:** None
- 6.0 RESOLUTIONS/NOTICE OF MOTIONS:** None
- 7.0 CLOSED SESSION:** None
- 8.0 COMMUNICATIONS/CORRESPONDENCE:** None
- 9.0 UNFINISHED BUSINESS:** None
- 10.0 CONFIRMATION OF COUNCIL PROCEEDINGS**

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT By-law #2017-050 being a By-law to confirm the proceedings of Council at its meeting of November 28, 2017 be read a first, second and third time and finally passed in open Council.

Carried
17-136

11.0 ADJOURNMENT

Moved By: Gail Code
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:11 p.m.

Carried
17-137

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #19 CoW-November 28, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 2108 Draft Council Calendar and Chair Schedule

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the 2018 Council Calendar.

"A" 2. Le Boat's 2018 Marketing Partnership

"B" 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves \$2,500 for the Le Boat marketing plan.

All of which is respectfully submitted by:

Councillor George Sachs

**Direction by the Head of council:
Council may remove items in Section "B" to be voted on separately prior to
introducing a motion to accept the report in its entirety.**

Resolution #: 17-_____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #19 CoW-November 28, 2017 is hereby adopted this twelfth day of December 2017.

AUBREY CHURCHILL, REEVE

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NO. 2017-051

DOG KENNELS & PROHIBIT CERTAIN ANIMALS BYLAW

BEING A BY-LAW to prohibit certain animals and to regulate dog kennels.

WHEREAS pursuant to the Municipal Act, 2001, S.O. 2001, c.25 passing by-laws for animal control purposes is not mandatory;

AND WHEREAS Council has decided to no longer provide Animal Control Services but for the purposes of health & safety does wish to restrict the location and construction of kennels and prohibit certain animals;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley hereby enacts as follows:

KENNELS

1. In this section,

KENNEL: Means a building or structure or part of a building or structure where more than five (5) dogs or more than ten (10) cats are lodged, bred, kept or boarded. A kennel facility will be classified as one of the following:

KENNEL, COMMERCIAL: Means a kennel used primarily for boarding dogs or cats not owned by family members, or for the breeding, raising and sale of purebred or crossbred dogs or cats, whether owned by family members or not.

KENNEL, HOBBY: Means a kennel where dogs or cats are housed for the primary purpose of pleasure (pets) or hunting, and where there is no boarding or revenue derived from the sale of the offspring of the dogs or cats.

2. No person shall operate a kennel in the Township unless in conformity with the Township's Zoning By-law and all requirements of this By-law.
3. The minimum separation distance between a kennel and an existing residence on another lot shall be 152 metres.
4. Prior to the operation of a Kennel, the owner of the land on which the kennel is situated shall be required to enter into a Site Plan Control Agreement with the Township that provides for and maintains the appropriate screening and development provisions for the purposes of mitigating adverse effect of this use.

5. Site Plan agreements as provided for in Section 4 shall implement the design specifications in substantial accordance with Schedule "A" of this By-law.

PROHIBITED ANIMALS

6. No person shall keep either on a temporary or permanent basis, any prohibited animal, as set out in Schedule "B" within the limits of the Township of Drummond/ North Elmsley.

VIOLATIONS AND PENALTIES

7. Every person who contravenes any provision of this By-law is guilty of an offence and upon conviction is liable to a fine of not more than \$5,000.00, as set out in the Provincial Offences Act, R.S.O. 1990, Chapter P.33.
8. Upon registering a conviction for a contravention of any provision of this By-law, the Ontario Court, Provincial Division, may in addition to any penalty imposed by this By-law make an order prohibiting the continuation or repetition of the offence by the person convicted.
9. If any section, clause or provision of this By-law, including anything contained in any schedule attached hereto, is for any reason declared by a court of competent jurisdiction, to be invalid, the same shall not affect the validity of the By-law as a whole or any part thereof, other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of the By-law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have to be declared invalid.
10. **THAT** By-law No. 2011-024 shall be and is hereby repealed.
11. **THAT** this By-law shall come into force and take effect immediately upon the day of its passing.

BY-LAW read a first, second and third time and finally passed this 12th day of December 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

SCHEDULE A
By-law 2017-051

Specifications for
Kennel Site Plan Control Agreement

1. All fencing and runs for kennels shall be built as follows:
 - a. A fence or its equivalent which is to form a kennel enclosure or part thereof shall be of chain link construction, or vertical board construction.
2. A fence of chain link construction, six feet (6') (1.8m) high, shall:
 - a. have a mesh not greater than 2" (5.08cm) consisting of 12 ga. galvanized steel wire, or a 14 ga. steel wire covered with vinyl or other approved plastic which would yield a total thickness equivalent to 12 ga. steel wire.
 - b. be supported by a minimum of 1" (2.54cm) galvanized steel posts, spaced not more than ten feet (10') (3.048m) apart. Such posts must extend at least three feet (3') (.914m) into ground bed rock and be securely embedded therein.
 - c. have top and bottom rails firmly fastened to the upright posts, made of a minimum of 1 1/4" (3.18cm) galvanized steel pipe.

NOTE: Galvanized steel tension wire, 9 ga. may be substituted for the bottom rail.
 - d. Where the owner chooses to use chain link fencing, the site plan agreement may require additional screening such as the use of landscaping, walls, fences, hedges and/or other ornamental fixtures to shield the view from one lot to another.
3. A fence of wood construction six feet (6') (1.8m) high, shall:
 - a. have vertical boarding one-inch (1") (2.54cm) thick minimum, attached to a top and bottom rail in such manner as to not facilitate climbing from the outside. Such vertical boards must not be less than 1" x 4" (2.54cm x 10.16cm) minimum and must be spaced not more than 4" (10.16cm) apart.

- b. be supported by pressure treated posts at least 4" x 4" (10.16cm x 10.16cm) minimum, spaced not more than eight feet (8') (2.4m) apart. Such posts shall extend at least three feet (3') (.914m) into the ground or to bedrock and be securely embedded therein.
 - c. have top and bottom rails at least 2" x 4" (5.8cm x 10.16cm) minimum dimensions.
- 4. A fence (or its equivalent) of any other construction which might yield an equivalent or greater degree of security and strength may be approved by the Township upon the receipt of completed plans and specifications for said fence.
- 5. Gates which form a part of the kennel enclosures shall be:
 - a. of such height and of such construction as to provide a degree of safety and rigidity equivalent to or greater than that of required fence;
 - b. supported on substantial hinges; and
 - c. self-closing, self-latching with the latching device at the top of and on the inside of the gate.
- 6. Maintenance: All fences, walls, gates and entrances forming part of a kennel enclosure shall be constructed or erected and shall be maintained at all times to the standards and specifications set out in this By-Law.
- 7. All kennels operated in the Township shall maintain dogs in a clean, secure and humane manner and shall comply with the following standards:
 - a. Dog cages and/or doghouses shall be constructed so as to be easily cleaned.
 - b. All surfaces of runways shall be covered in concrete, asphalt, fine gravel or other material, which can be easily cleaned or raked.
 - c. All doorways and windows and outside openings shall be screened and provide an effective barrier against the escape of any dog.
 - d. All kennels must at all times be maintained in a clean, sanitary condition.
- 8. The operation of a kennel may be suspended or revoked by Council if the kennel does not comply with the provisions of this By-Law.

SCHEDULE "B"
By-law 2017-51
PROHBITED ANIMALS

1. All protected or endangered animals being all animals, native or non-native, whose possession or sale is prohibited because they are designated as protected or endangered pursuant to an international, federal or provincial law, regulation, rule or agreement, unless the animal has been obtained in accordance with international, federal or provincial law, as applicable, and if the animal is not identified in this Schedule.
2. All dogs, other than domesticated dogs (*Canis familiaris*) including but not limited to: wolf, fox, coyote, hyena, dingo, jackal, raccoon dog, bush dog, and any hybrid offspring of a wild dog and domesticate dog.
3. All cats other than domesticated cats (*Felis catus*) including but not limited to: lion, tiger, leopard, ocelot, jaguar, puma, panther, mountain lion, cheetah, wild cat, cougar, bobcat, lynx, serval, and any hybrid offspring of a wild cat and domesticated cat.
4. All bears, including polar, grizzly, brown and black bear.
5. All fur bearing animals of the family *Mustelidae* including, but not limited to: weasel, marten, mink, badger, ermine, skunk, otter, pole cat, wolverine, except the domestic ferret (*Putorius furo*).
6. All *Procyonidae*, including raccoon, kinkajou, cacomistle, cat-bear, panda and coatimundi.
7. All carnivorous mammals of the family *Viverridae* including, but not limited to:, civet, mongoose, and genet.
8. All bats (*Chiroptera*).
9. All non-human primates, including, but not limited to, monkey, ape, chimpanzee, gorilla and lemur.
10. All squirrels (*Sciuridae*).
11. Reptiles (*Reptilia*)
 - a. all *Helodermatidae* (gila monster and Mexican bearded lizard);
 - b. all front-fanged venomous snakes, even if devenomized, including, but not limited to,
 - i. all *Viperidae* (viper, pit viper);
 - ii. all *Elapidae* (cobra, mamba, krait, coral snake);
 - iii. all *Atractaspidae* (African burrowing asp);
 - iv. all *Hydrophiidae* (sea snake); and

- v. all *Laticaudidae* (sea krait);
 - c. all venomous, mid- or rear-fanged, Duvernoy-glanded members of the family *Colubridae*, even if de-venomized;
 - d. any member or hybrid offspring of the family *Boidae*, including but, not limited to the common or green anaconda and yellow anaconda, save and except members of the family *Boidae* reaching an adult length of no greater than two (2) metres;
 - e. any member of the family *Pythonidae*, including but not limited to the African rock python, the Indian or Burmese python, the Amethystine or scrub python, save and except members of the family *Pythonidae* reaching an adult length of no greater than two (2) metres;
 - f. any member of the family *Varanidae*, including but not limited to the white throated monitor, the water monitor, the Komodo monitor or dragon, the Bornean earless monitor, the Nile monitor, the crocodile monitor, save and except members of the family *Varanidae* reaching an adult length of no greater than one (1) metre;
 - g. any member of the family *Iguanidae*, including the green or common iguana;
 - h. any member of the family *Teiidae*, including but not limited to the golden, common or black and white tegu;
 - i. all members of the family *Chelydridae*, including snapping turtle and alligator snapping turtle;
 - j. all members of the order *Crocodylia*, including, but not limited to alligator, caiman and crocodile;
 - k. all other snakes that reach an adult length larger than three (3) metres; and
 - l. all other lizards that reach an adult length larger than two (2) metres.
12. Birds (*Aves*)
- a. all predatory or large birds (*Accipitridea*, *Cathartidae*), including but not limited to eagle, hawk, falcon, owl, vulture and condor;
 - b. *Struthioniformes* including but not limited to flightless ratites such as ostriches, rheas, cassowaries, emus and kiwis.
13. *Arachnida* and *Chilopoda*
- a. all venomous spiders including but not limited to tarantula, black widow and solifugid, scorpion, save and except the exception of the following species of tarantula: Chilean rose (*Grammostola rosea*), Mexican red-knee (*Brachypelma smithi*) and pink-toed (*Avicularia avicularia*); and

- b. all venomous arthropods including but not limited to centipede.
- 14. All large rodents (*Rodentia*), including but not limited to gopher, muskrat, paca, groundhog, marmot, beaver, prairie dog, viscacha, and porcupine.
- 15. All even-toed ungulates (*Artiodactyla*) other than domestic sheep, including but not limited to antelope, giraffe and hippopotamus.
- 16. All odd-toed ungulates (*Perissodactyla*) other than domesticated horses (*Equus caballus*), including but not limited to zebra, rhinoceros and tapir.
- 17. All marsupials, including but not limited to Tasmanian devil, bandicoot, kangaroo, wallaby, opossum, wombat, koala bear, cuscus, numbat and pigmy, sugar and greater glider.
- 18. Sea mammals (*Cetacea*, *Pinnipedia* and *Sirenia*), including but not limited to dolphin, whale, seal, sea lion and walrus.
- 19. All elephants (*Proboscides*).
- 20. All hyrax (*Hyracoidea*).
- 21. All pangolin (*Pholidota*).
- 22. All sloth and armadillo (*Edentata*).
- 23. All insectivorous mammals (*Insectivora*), including aardvark (*Tubulidentata*), anteater, shrew, otter shrew, mole and hedgehog.
- 24. Gliding lemur (*Dermoptera*).

**BY-LAW No. 2017-052
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley**

AGRICULTURAL SPECIAL EXCEPTION (A-1) ZONE

Paul and Corrine Thompson

**Part of Lot 6, Concession 6
(Geographic Township of Drummond)**

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-052

THOMPSON ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1: The lands shown shaded on Schedule "A" attached to and forming part of this By-law, are the lands affected by this By-law.

Section 2: Section 6.4 of By-Law No. 2012-060 is hereby amended by adding the following sub-section:

6.4.1 A-1: *Part of Lot 6, Concession 6, Drummond Ward (2017-052)*

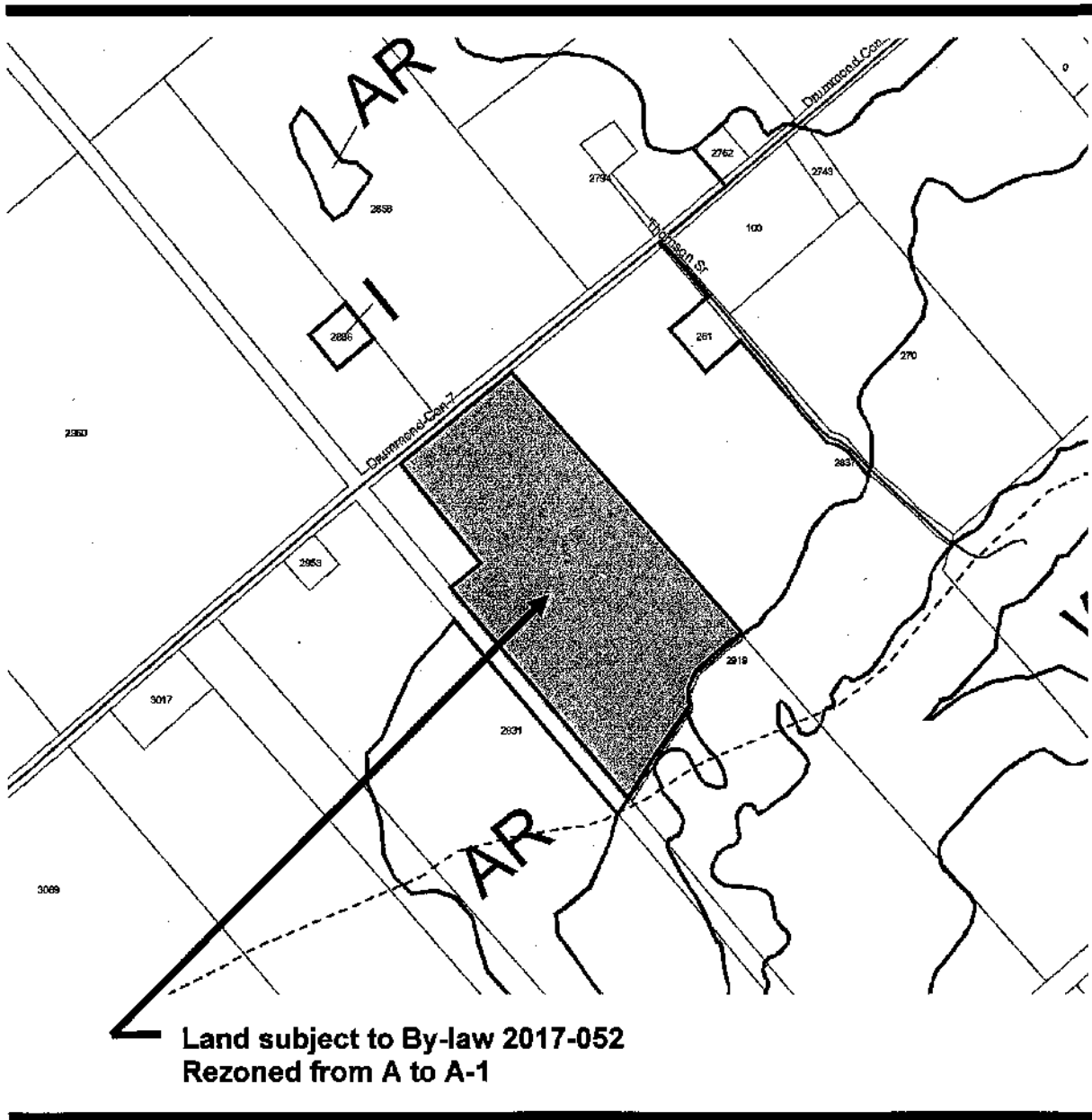
Notwithstanding the provisions of Sections 6.1 and 6.2, on the lands zoned A-x a single detached dwelling and accessory housing to an agricultural use will not be permitted and the minimum lot area shall be 16 ha.

Section 3: This By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 12th day of December, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



This is **SCHEDULE A** to By-law No.2017-052
passed the 12th day of December, 2017

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

APPENDICES

APPENDIX A True copy of all written submissions and supporting material.

**BY-LAW No. 2017-053
THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**Being a By-law
to amend Comprehensive
Zoning By-law No. 2012-060
of the Township of Drummond/
North Elmsley**

RURAL TEMPORARY USE ZONE (RU-t6)

Leonard McFadden

**Part of Lot 10, Concession 9
(Geographic Township of North Elmsley)**

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW No. 2017-053

MCFADDEN ZONING BY-LAW AMENDMENT

Being a By-law to amend Zoning By-law No. 2012-060 for prohibiting the use of land for or except for such purposes as may be set out in this By-law and for prohibiting the erection, location or use of buildings or structures for or except for such purposes as may be set out in this By-law within the said lands; and for regulating the character of buildings or structures to be erected or located on the said lands.

The Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

Section 1: The lands shown shaded on Schedule "A" attached to and forming part of this By-law, are the lands affected by this By-law.

Section 2: Schedule "A1" of By-law No. 2012-060 is hereby amended by changing the zoning on the affected lands from Rural to Rural- Temporary (RU-t6).

Section 3: Section 4.31.2 of By-Law No. 2012-060 is hereby amended by adding the following sub-section following Section 4.31.2(5):

6. *RU-t6: Part of Lot 10, Concession 9, North Elmsley Ward (2017-053)*

Notwithstanding any provisions of this By-law to the contrary, on the lands zoned RU-t6, a garden suite is permitted as a temporary accessory use to the existing single detached dwelling house. The Garden Suite shall be permitted for a period of twenty (20) years to December 12, 2037, or until such earlier time as the garden suite is no longer needed for the purpose for which it was intended at the passing of this By-law, at which time the temporary use shall cease and this provision shall be deemed to be repealed.

Section 4: This By-law shall come into effect on the date of passing, subject to the provisions of Sections 34 and 34(10) of *The Planning Act*, R.S.O. 1990 as amended.

Read a first, second and third time and finally passed this 12th day of December, 2017

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

Reeve

Clerk Administrator
Township of Drummond/North Elmsley

APPENDICES

APPENDIX A True copy of all written submissions and supporting material.

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-054

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting held on December 12, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 12th day of December 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

#23 Council Meeting, December 19, 2017 following CoW

AGENDA

COUNCIL – CALL TO ORDER Following CoW

PLEASE NOTE: *Meetings of Council and the Committee of the Whole are open to the public however they are not a public forum. Members of the public are welcome to attend and your interest is appreciated, however due to time constraints, we request that individuals or groups wishing to appear before Council or the Committee at a regular meeting shall advise the Clerk not later than 4:30 p.m. on the Thursday prior to the meeting as per By-law No. 2015-011*

MEMBERS WISHING TO DISCLOSE A PECUNIARY INTEREST DO SO NOW.

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10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

10.1 Confirmatory By-law

24

11.0 ADJOURNMENT



Township of Drummond/North Elmsley
#22 Council Meeting of December 12, 2017
Township Council Chambers

Minutes

Call To Order: Reeve Churchill called the meeting to order at 5:00 p.m.

Present:

Council:	Reeve	Aubrey Churchill
	Deputy Reeve	Gail Code
	Councillor	Steve Fournier
	Councillor	George Sachs
	Councillor	Ray Scissons

Staff:	Clerk-Administrator	Cindy Halcrow
	Deputy Clerk	Cathy Ryder

Members Wishing To Disclose A Pecuniary Interest Do So Now. No members declared a pecuniary interest.

1.0 MINUTES

1.1 Regular Minutes of November 28, 2017

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby approve the minutes of the Regular Meeting of November 28, 2017, as circulated or amended.

Carried
17-138

2.0 APPROVAL OF AGENDA

2.1 Approval of Agenda

Moved By: Steve Fournier

Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley does hereby adopt the agenda for the meeting of December 12, 2017 as circulated.

Carried
17-139

3.0 DELEGATIONS: None

4.0 COMMITTEE & BOARD REPORTS

4.1 Committee of the Whole Report to Council

- **November 12, 2017**

“A” 1 2108 Draft Council Calendar and Chair Schedule

“B” 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the 2018 Council Calendar.

“A” 2. Le Boat’s 2018 Marketing Partnership

“B” 2. THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves \$2,500 for the Le Boat marketing plan.

Councillor George Sachs presented and read Report #19 CoW-November 28, 2017 to Council on behalf of the Committee of the Whole.

**Moved By: George Sachs
Seconded By: Steve Fournier**

BE IT RESOLVED THAT the Report #19 CoW-November 28, 2017 is hereby adopted this twelfth day of December 2017.

**Carried
17-140**

5.0 BY-LAWS

5.1 2017-051 Dog Kennels & Prohibit Certain Animals

**Moved By: Ray Scissons
Seconded By: Gail Code**

BE IT RESOLVED THAT By-law #2017-051, being a By-law to prohibit certain animals and to regulate dog kennels and entitled “Dog Kennels and Prohibit Certain Animals”, be read a first, second and third time and finally passed in open Council.

**Carried
17-141**

5.2 2017-052 Thompson Zoning Amendment

**Moved By: Gail Code
Seconded By: Ray Scissons**

BE IT RESOLVED THAT By-law #2017-052, being a By-law to amend Comprehensive Zoning By-law No. 2012-060 for those lands described as Part of Lot 6, Concession 6 Geographic Township of Drummond, Paul and Corrine Thompson and entitled, “Thompson Zoning By-law Amendment”, be read a first, second and third time and finally passed in open Council.

**Carried
17-142**

5.3 2017-053 McFadden Zoning Amendment

Moved By: Ray Scissons
Seconded By: Gail Code

BE IT RESOLVED THAT By-law #2017-053, being a By-law to amend Comprehensive Zoning By-law No. 2012-060 for those lands described as Part of Lot 10, Concession 9 Geographic Township of North Elmsley, Leonard McFadden and entitled, "McFadden Zoning By-law Amendment", be read a first, second and third time and finally passed in open Council.

Carried
17-143

6.0 RESOLUTIONS/NOTICE OF MOTIONS: None

7.0 CLOSED SESSION: None

8.0 COMMUNICATIONS/CORRESPONDENCE: None

9.0 UNFINISHED BUSINESS: None

10.0 CONFIRMATION OF COUNCIL PROCEEDINGS

Moved By: Gail Code
Seconded By: Ray Scissons

BE IT RESOLVED THAT By-law #2017-054 being a By-law to confirm the proceedings of Council at its meeting of December 12, 2017, be read a first, second and third time and finally passed in open Council.

Carried
17-144

11.0 ADJOURNMENT

Moved By: Steve Fournier
Seconded By: George Sachs

BE IT RESOLVED THAT the Council of the Corporation of the Township of Drummond/North Elmsley adjourn their regular meeting of Council.

Adjourned at 5:06 p.m.

Carried
17-145

Reeve

Clerk Administrator



**REPORT OF THE COMMITTEE OF THE WHOLE
REPORT #20 CoW-DECEMBER 12, 2017**

To the Members of Council

We, the Members of your Committee of the Whole beg leave to report Section "A" as information and Section "B" as follows:

"A" 1 LCBO Hours for Rideau Ferry Store and Highway 7 Convenience Store

"B" 1 THAT the Council of the Corporation of the Township of Drummond/North Elmsley approves the opening of the LCBO Agency Stores operated by Rideau Ferry Store and Highway 7 Convenience Store on the following holidays in the years 2018 and 2019:

- Boxing Day
- Canada Day
- Family Day
- Labour Day
- Thanksgiving Day
- Victoria Day

All of which is respectfully submitted by:

Deputy Reeve Gail Code

Direction by the Head of council:

Council may remove items in Section "B" to be voted on separately prior to introducing a motion to accept the report in its entirety.

Resolution #: 17-____

Moved and Seconded by:

Moved By

Seconded By

BE IT RESOLVED THAT, Report #20 CoW-December 12, 2017 is hereby adopted this nineteenth day of December, 2017.

AUBREY CHURCHILL, REEVE

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

BY-LAW NO. 2017-055

"EMPLOYMENT BY-LAW AMENDMENT"

Being a By-law to amend By-law 2011-022 Employment By-law.

WHEREAS Section 8 of the *Municipal Act, 2001* provides the municipality with the powers of a natural person and the authority to govern their affairs as they consider appropriate, and

WHEREAS Council adopted By-law #2011-022 on April 12, 2011, to prescribe a human resources management policy for the municipality, and

WHEREAS the Council of the Corporation of the Township of Drummond/North Elmsley deems it appropriate to amend By-law 2011-022 as hereinafter set forth,

NOW THEREFORE the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. That Section 17.3 of By-law 2011-022 be deleted in its entirety and replaced with the following:

The Township shall determine from time to time the content of the benefits package and the proportion of premiums payable by the Township and the employee. The Township reserves the right to change insurance carriers and/or to decide to provide the benefits directly. The Township shall determine from time to time the content of the benefits package and the proportion of premiums payable by the Township and the employee. Currently the Employee pays 100% of LTD and 100% of optional life. The Employer pays 100% of the cost of Basic Life, Dependent Life and AD&D, Dental and Health.

2. **THAT** By-law No. 2011-022 shall be and is hereby amended.
3. **THAT** this By-law shall come into force and take effect January 1, 2018.

By-law read a first, second and third time and finally passed this 19th day of December 2017.

Reeve

Clerk Administrator

Corporation of the Township of Drummond/North Elmsley
By-law No. 2017-056
PROCEDURAL BY-LAW AMENDMENT

BEING A BY-LAW TO AMEND BY-LAW 2015-011 PROCEDURAL BY-LAW.

WHEREAS Section 238 (2), of the *Municipal Act, 2001*, S.O. 2001, c. 25 as amended, requires that every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings; and

WHEREAS Council adopted By-law #2015-011 on February 10, 2015 to establish the rules of procedure for the orderly conduct of Council business; and

WHEREAS the Council of the Corporation of the Township of Drummond/North Elmsley deems it appropriate to amend By-law #2015-011 as hereinafter set forth;

NOW THEREFORE BE IT RESOLVED THAT the Council the Corporation of the Township of Drummond/North Elmsley hereby enacts as follows:

1. **THAT** the definition of “meeting” be deleted in it entirely and replaced with the following:

“meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where,

- a quorum of members is present, and
- members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

2. **THAT** Section 14 “Closed Meeting Exceptions” be amended to add:

- 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; or
- 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.

- I. an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*.

3. THAT a new Section 87 “Electronic Participation” be added as follows:

Electronic participation is not permitted at a meeting.

4. THAT a new Section 88 “Written Statement of Disclosure” be added as follows:

At a meeting at which a member discloses an interest, or as soon as possible afterwards, the member shall file a written statement in the form hereto attached as Appendix B: Written Statement of Disclosure disclosing the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be. The written statement of disclosure will be kept on file and that the registry will be available for public inspection.

5. THAT a new Section 89 “Influence on Officer or Employee” be added as follows:

Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter that is being considered by an officer or employee of the municipality or local board, or by a person or body to which the municipality or local board has delegated a power or duty, the member shall not use his or her office in any way to attempt to influence any decision or recommendation that results from consideration of the matter.

6. THAT By-law 2015-011 shall be and is hereby amended.

7. THAT this By-law shall come into force and take effect January 1, 2018.

BY-LAW read a first, second and third time and finally passed on the 19th day of December 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



Schedule "B"
By-law 2017-056

TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

WRITTEN STATEMENT OF DISCLOSURE

Type of Meeting: ☐ Council ☐ Committee

Date of Meeting: _____

Name of Member: _____

Disclosure of Interest in Agenda Item: _____

Disclose the General Nature of Interest

Signature: _____
Councillor Name

Please note: In accordance with Section 6.1 (1) and (2) of the Municipal Conflict of Interest Act this document will form part of a registry that will be maintained by the Clerk. This Registry shall be made available for public inspection.

For an "indirect pecuniary interest" see Section 2 of the *Municipal Conflict of Interest Act*

For a "deemed" direct or indirect pecuniary interest see Section 3 of the *Municipal Conflict of Interest Act*

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-057

USE OF UNOPENED ROAD ALLOWANCES POLICY

**BEING A BY-LAW TO ADOPT A POLICY FOR THE USE OF UNOPENED ROAD
ALLOWANCES.**

WHEREAS the Township of Drummond/North Elmsley is the owner of all road allowances within its jurisdiction;

AND WHEREAS the Township from time to time receives complaints from ratepayers about encroachments on unopened road allowances that restrict the public's use of the road allowances;

AND WHEREAS the Township also receives requests from time to time to restrict the use of public on an unopened road allowance;

AND WHEREAS the Township deems it expedient to have a policy on the use of unopened road allowances;

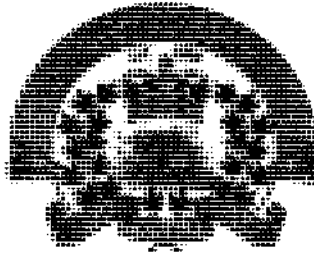
NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows;

1. **THAT** the "Use of Unopened Road Allowances Policy" attached hereto as Schedule "A" of this By-law is hereby adopted as an official document of the Township of Drummond/North Elmsley.

BY-LAW read a first, second and third time and finally passed on the 19th day of December, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator



TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Schedule A By-law 2017-057

USE OF UNOPENED ROAD ALLOWANCES POLICY

1.0 Background

- 1.1 An “unopened road allowance” for the purposes of this policy is a public highway that has not been opened and assumed for maintenance purposes by a Township By-law.
- 1.2 Unopened road allowances may accommodate seasonal traffic, private access to a farm, house, or vacant lands or may function as a trail or public access to a water body.
- 1.3 Where an unopened road allowance currently has some form of use it is referred to as an existing or public right-of-way.

2.0 Policy

- 2.1 It is the general policy of the Township that road allowances or existing public rights-of-way will not be obstructed and will be kept in municipal ownership for the following reasons:
 1. future transportation or infrastructural needs where warranted;
 2. public access where appropriate.
- 2.2 Generally requests to close and convey road allowance may only be considered if Council is satisfied the above matters of public interest are not affected now or in the future.
- 2.3 No person shall perform any work, remove any trees, soil or other material or erect upon or use any unopened road allowance without the specific written approval of the Township.

3.0 Exemption

- 3.1 From time-to-time the Township receives requests to privately occupy road allowances or existing public rights-of-way and may by by-law enter into an agreement to restrict public access to or allow for an encroachment on a road allowance. Any such permission will be in accordance with the following sections.

4.0 Encroachment Agreements

- 4.1 Where there are existing buildings or structures, including foundations that encroach or partially encroach on a road allowance, this policy encourages the relocation of said buildings, structures and foundations off the said road allowances wherever practical and reasonable.
- 4.2 Where it is not practical and possible to relocate a building or structure that encroaches on a road allowance, this policy may allow the encroachment to continue through an agreement with the municipality. The agreement shall specify terms of the encroachment including required notice of termination of the agreement, rights of the Township to use the road allowance and public access rights.
- 4.3 As a general principle, the Township will not limit continued public access to any road allowance even where an encroachment agreement is in effect.
- 4.4 This policy does not permit the expansion, redevelopment or increase in size of any existing encroachment on a road allowance whether or not it is recognized by an encroachment agreement.
- 4.5 Any encroachment agreement will contain a provision that on reasonable notice the Township may require the encroachment to be removed.
- 4.6 Any person requesting the Township to permit an encroachment to continue shall comply with the requirements of this policy.
- 4.7 No new encroachment permitted, pursuant to the Township's Zoning Bylaw

5.0 Improvement of Road Allowances

- 5.1 Except for trails built and maintained by organizations such as the Ontario Federation of Snowmobile Clubs Association and Rideau Lakes ATV Club, the Township will generally refuse to permit any person to open any unopened road allowance within the Township by way of a trail, driveway, or road capable of being used by any motor vehicle whatsoever.
- 5.2 The purpose of this policy is to protect the Township from liability claims by persons using unimproved unopened road allowances and from demands that such unopened road allowances be improved and maintained at the expense of general ratepayers.
- 5.3 Notwithstanding the generality of paragraph 5.2, the Township will consider permitting a private driveway on an unopened road allowance on a case-by-case basis where each of the following criteria are met:
- a. The distance to be traveled along the road allowance is short generally less than 30 metres for single residences from the front of the lot. Longer distances may be considered in rural areas adjacent to larger farm parcels.
 - b. The number of property owners who could access the section of road allowance to be used shall be limited to 2 and the road allowance shall not be considered to be a private road.
 - c. Each of the adjoining owners mentioned in the previous sub-paragraph enters into an agreement to be registered on title and binding subsequent owners of their property not to demand future improvement of the road allowance by the Township and protecting the Township from liability claims of users of the driveway. The person applying to use the road will pay the full legal costs of the Township Solicitor in preparing and registering the agreement(s).
 - d. Where necessary the boundaries of the portion of road allowance to be used are marked by an Ontario Land Surveyor and a Reference Plan prepared and, if necessary, filed at the Land Registry Office at the expense of the applicant, prior to the commencement of any work to avoid trespassing on neighbouring land.
 - e. Any Provincial or Federal requirements dealing with Environmental Approvals have been obtained.

- 5.4 No person shall erect a dock or any kind of structure on an unopened road

allowance leading to the water without the proper approvals and so as to have the effect of restricting public use of the unopened road allowance.

- 5.5 No person shall store any vehicle, boat, trailer, etc. on an unopened road allowance.
- 5.6 Applications for permission to use an unopened road allowance shall be submitted in writing to the Clerk Administrator. Prior to its consideration by Township Council, the application must state the intended use, the applicant's interest in the allowance, and be accompanied by an accurate location and description plan as well as any other material or studies contemplated by this policy.
- 5.7 The Application referred to in section 5.6 must be accompanied with a deposit as determined in the Tariff of Fees By-law for Other Planning Agreements. The application fee will be based on a full recovery basis of all expenses including staff time.

6.0 General Conditions

- 6.1 If permission is granted by Council for use of a road allowance in accordance with the foregoing sections, the following additional policies shall apply, as determined by the Township:
 - a. The actual location of the road allowance must be clearly determined.
 - b. If a new entrance way is required, the approval of the Public Works Department as to its location, width, size and length of culvert to be installed and the grade at which it intersects the Township Road is required.
 - c. Where entry is upon a roadway not under the jurisdiction of the Township, the standards and specifications of the County of Lanark or the Ministry of Transportation shall apply.
 - d. If brushing and clearing of the road allowance is undertaken, approval of any arrangements for the disposal of brush and/or compensation for wood of value harvested on the road allowance shall be obtained in writing by the Applicant from the Township.
 - e. If the application involves a new driveway, the minimum width of clearance shall be as stipulated in the Township Zoning By-law. The driveway shall generally be located in the centre of the road allowance wherever possible, leaving an equal buffer on either side of the cleared

area, unless otherwise approved by Council.

- f. The applicant shall acknowledge in writing that any and all improvements to the road allowance are at the sole expense of the applicant and all such improvements must be approved by the Township. The applicant must also acknowledge in writing that any member of the general public has the right to use the subject road allowance.
- g. The applicant must post a sign on the road allowance in a form acceptable to the Township, advising all users of the road allowance that the roadway is an unassumed municipal roadway and is used at his/her own risk.
- h. The applicant must acknowledge in the agreement that the Township assumes no liability, responsibility or obligation whatsoever to construct and/or maintain and/or repair the road allowance.
- i. The applicant must agree to indemnify and save harmless the Township its employees and councillors from any and all manner of actions, causes of actions, claims or demands whatsoever for or by reason of any personal injury and/or property damage of or in any way arising out of any accident whatsoever occurring on the road allowance.
- j. The applicant shall have at all times liability insurance for the Road Allowance in the amount of two million dollars (\$2,000,000) and include the Township as a named insured. The Applicant shall provide the Township with proof of insurance on an annual basis; due June 30th of each year.

**THE CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-058

COUNCIL REMUNERATION AND EXPENSE BY-LAW

**BEING A BY-LAW TO ESTABLISH REMUNERATION AND TO PROVIDE FOR THE
PAYING OF EXPENSES FOR MEMBERS OF COUNCIL.**

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25 as amended, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS pursuant to Section 283(1), of the Municipal Act 2001 S.O. 2001 c.25 as amended, Councils of a municipality may pass by-laws to pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board;

AND WHEREAS pursuant to Section 283(2), of the Municipal Act 2001 S.O. 2001 c.25 as amended, a municipality may only pay the expenses of the members of its Council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if,

- (a) the expenses are actually incurred and if,
- (b) the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council or local board, of the actual expenses that would be incurred.

AND WHEREAS pursuant to Section 283(5), of the Municipal Act 2001 S.O. 2001 c.25, a resolution under subsection 255(2) or (3) of the old Act was passed and not revoked before January 1, 2003, and is therefore deemed to be a by-law stating that one-third of the remuneration paid to the elected members of the council is deemed as expenses incident to the discharge of their duties as members of council.

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. **THAT** the remuneration for members of Council, for attendance at Council and Committee meetings as well as conferences and seminars, shall be as follows:

Reeve	\$23,032.22 per fiscal year
Deputy-Reeve	\$16,718.99 per fiscal year
Councillor	\$14,159.50 per fiscal year

2. **THAT** payments of remuneration and expenses shall be paid bi-weekly and in the event of the death of a Council member or upon his/her ceasing to be a member of

Council for any reason before the expiration of his/her term of Office, the amount payable to that member shall be in proportion to the period of service during such time.

3. **THAT** mileage to be paid at the rate currently adopted by the County of Lanark for travel on council business outside of attending regular council meetings.
4. **THAT** increases to remuneration for members of Council shall be in accordance to the percentage increase awarded by Council each year to employees of the municipality.
5. **THAT** a record of attendance shall be kept by the Clerk Administrator of all meetings of Council. Members of Council may be absent up to four (4) meetings per calendar year without an authorizing resolution from Council and without deduction, but for the fifth meeting and every meeting missed thereafter there shall be deducted, from the annual allowance provided for by this by-law, the sum of one hundred and fifty dollars (\$150.00) for each meeting missed by a member.
6. **THAT** three thousand dollars (\$3,000) shall be budgeted annually for extra-ordinary expenses of the Reeve.
7. **THAT** convention and seminar expenses for members of Council shall be as follows:
 - a) \$150.00 per diem per day for attending conferences.
 - b) Daily food allowance - **maximum** \$80.00
 - c) Travel expenses to and from the conference/seminar location by commercial carrier (substantiated by a receipt) or by personal vehicle at a rate currently adopted by the County of Lanark.
 - d) Transportation by taxis while there.
 - e) Accommodation
 - f) Vehicle Parking Expenses
8. **THAT** this By-law shall take effect on January 1, 2018.
9. **THAT** By-law 2016-054 shall be and is hereby repealed.

By-law read a first, second and third time and finally passed December 19, 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrator

**CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**BY-LAW 2017-059
INTERIM TAX RATES**

**BEING A BY-LAW TO IMPOSE AN INTERIM TAX LEVY FOR THE YEAR 2018 ON
PROPERTIES WITHIN ALL TAX CLASSES**

WHEREAS pursuant to Section 317 (1) of the Municipal Act, S.O. 2001, the council of a local municipality, before the adoption of the estimates for the year may pass a by-law levying amount on the assessment of property in the local municipality rateable for local municipal purposes;

AND WHEREAS pursuant to section 317 (3) of the said Act, the amount levied on a property shall not exceed a prescribed percentage, or 50 percent if no percentage is prescribed, of the total amount of taxes for municipal, county and school purposes levied on the property for the previous year.

WHEREAS it is deemed advisable to impose an interim tax levy on all properties within the limits of the Township of Drummond/North Elmsley, thereby allowing for a revenue stream to cover expenditures;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY ENACTS AS FOLLOWS:**

1. For the purpose of this by-law, the word "property" shall mean the whole rateable property according to the last revised Assessment Roll of the Township of Drummond/North Elmsley.
2. A Collector's Roll shall be prepared in accordance with the provisions of the Municipal Act, the provisions of which sections are hereby adopted and the following taxes, rates and charges shall be levied and collected on the whole rateable properties in the Township of Drummond/North Elmsley, all purpose and in the manner hereinafter set forth:

That there shall hereby be rated and imposed upon the assessable land and building within the Corporation of the Township of Drummond/North Elmsley for all properties taxable, an interim levy equal to that which would be produced by applying a rate equal to fifty percent of the adopted tax rates of the previous year for all purposes to the whole of the assessment according to the last revised assessment roll.

3. The interim tax levy shall become due and payable in two (2) installments as follows: 50% of the interim levy shall become due and payable on the 28th day of February, 2018 and the balance of the interim levy shall become due and payable on the 30th day of April, 2018. Any unpaid balance outstanding on the dates stated in this section shall constitute default.

4. A charge of 1.25% shall be imposed as a penalty for non-payment of taxes on the first day of the month following default, and on the first day of each calendar month thereafter in which default continues, until the taxes are paid.
5. The Treasurer shall accept part payment from time to time on account of any taxes due, in accordance with the Municipal Act.
6. All monies payable to the municipality for taxes, rates or charges which are received in the office of the Treasurer shall be deposited to the credit of the Corporation of the Township of Drummond/North Elmsley in the Bank of Montreal, 30 Gore Street East, Perth, ON K7H 3E2.

By-law read a first, second and third time and finally passed this 19th day of December, 2017.

Reeve

Clerk Administrator

Schedule "A" to By-law 2017-059 - 2018 Interim Tax Rates

Property Class		CVA	Township Tax Rate	Township Levy	Policing Tax Rate	Policing Levy	County Tax Rate	County Levy	Education Tax Rate	Education Levy	Total Levy	Final Tax Rates
Residential:												
Residential	RT	1,004,937,470	0.00043308	1,440,150.79	0.00036308	5,540,711.63	0.000188314	1,892,432.92	0.00089500	899,419.04	\$ 4,772,714.35	0.00474927
Payment-in-lieu - General	FGN	1,452,750	0.00143308	2,081.90	0.00053906	781.66	0.00188314	2,735.72	0.00000000	0.00	\$ 5,598.28	0.00385427
Payment-in-lieu - Full	FRH	36,000	0.00043308	51.59	0.00036308	19.32	0.000188314	67.79	0.00089500	32.22	\$ 120.97	0.00474927
Payment-in-lieu - Full	RF	2,191,350	0.00143308	3,140.37	0.00053906	1,179.07	0.00188314	4,126.61	0.00089500	1,961.26	\$ 10,407.30	0.00474927
Residential Taxable - Edu Only	RDEP	294,000	0.00000000	0.00000000	0.00000000	0.00	0.000000000	0.00	0.00089500	263.13	\$ 263.13	0.00089500
Multi-Residential	MTEP	1,013,250	0.00020026	3,242.66	0.00123022	1,246.52	0.00423034	4,286.39	0.00089500	908.86	\$ 9,862.42	0.00955581
Commercial:												
Payment-in-lieu - Full	OEN	434,528	0.000253656	1,102.20	0.00036236	413.83	0.000339708	1,450.05	0.00642834	2,793.29	\$ 5,759.38	0.01325433
Payment-in-lieu - General	CGN	6,900	0.000253656	17.50	0.00036236	6.57	0.000339708	23.03	0.00000000	0.00	\$ 47.10	0.00682600
Occupied	CTN	19,546,577	0.000253656	49,580.97	0.00036236	18,615.33	0.000339708	65,202.10	0.00642834	1,251,651.36	\$ 259,050.39	0.01325298
New Construction	XTN	4,558,965	0.000253656	11,566.60	0.00036236	4,342.73	0.000339708	15,210.81	0.00570000	25,961.80	\$ 57,111.94	0.01252465
New Construction Excess	XUN	27,450	0.000475559	48.74	0.00066666	18.30	0.00233501	64.16	0.00399000	109.53	\$ 240.66	0.00676726
Payment-in-lieu - Vacant	CZN	34,000	0.00177559	60.37	0.00066666	22.67	0.00233501	79.39	0.00000000	0.00	\$ 162.43	0.00477266
Commercial/ Excess/Vacant	CUN/CXN	1,272,400	0.000177559	2,259.26	0.00066666	848.23	0.00233501	2,971.07	0.00049884	57,251.59	\$ 11,804.17	0.00927709
Industrial:												
Industrial/ Occupied	ITN	1,551,803	0.000372203	5,775.86	0.00138746	2,168.57	0.00489432	7,595.02	0.00695000	10,785.03	\$ 26,324.48	0.01686361
Industrial Hydro-Pay in Lieu	IHN	133,950	0.000372203	488.57	0.00139746	187.19	0.00489432	655.58	0.00695000	930.95	\$ 2,272.30	0.01686361
New Construction/Industrial	JTN	1,983,740	0.000372203	7,363.54	0.00039748	2,772.19	0.00489432	9,709.08	0.00570000	13,307.32	\$ 31,742.10	0.01571381
New Const. Industrial Excess	JUN	246,818	0.000241832	597.13	0.0003635	224.20	0.0018105	785.14	0.00370500	914.48	\$ 2,520.93	0.01021372
Industrial/Vacant	IUN	24,250	0.000241832	58.67	0.0003635	22.03	0.0018105	77.15	0.00451750	109.55	\$ 267.39	0.0102647
Landfill	FIN	421,216	0.000238333	1,004.74	0.00089559	377.23	0.00313661	1,320.77	0.00621971	2,619.84	\$ 5,322.58	0.01283623
Pipeline	FTN	2,405,287	0.000238333	7,152.70	0.00106586	2,686.66	0.00380178	9,448.51	0.00695000	17,272.74	\$ 36,602.62	0.01472974
Farmlands	FT	56,277,716	0.00035827	20,162.62	0.00013452	7,570.20	0.00047079	26,494.70	0.0002375	12,592.14	\$ 66,819.66	0.00187322
Managed Forests	FT	1,080,931	0.00035827	387.23	0.00013452	145.39	0.00047079	508.84	0.0002375	241.84	\$ 1,268.29	0.00187322
Total Taxable Assessments with RDU												
Exempt	EN	1,300,072,251		1,556,358.98		584,371.62		2,045,244.72		1,119,628.53	\$ 5,305,603.89	
MPAC - total assessment												
		1,116,430,206						2,046,244.72		1,119,628.53	\$ 5,305,603.89	
To be raised by Taxation												
				2,140,730.60								
TOWNSHIP												
COUNTY												
EDUCATION												
TOTAL												

**CORPORATION OF THE
TOWNSHIP OF DRUMMOND/NORTH ELMSLEY**

**BY-LAW 2017-060
2018 BUDGET ESTIMATES**

**BEING A BY-LAW TO ADOPT THE ESTIMATES FOR THE SUMS REQUIRED DURING THE
YEAR 2018 FOR GENERAL PURPOSES OF THE COPORATION OF THE TOWNSHIP OF
DRUMMOND/NORTH ELEMSLEY**

WHEREAS, the Council of the Corporation of the Township of Drummond/North Elmsley (hereinafter referred to as the Township) shall in each year prepare and adopt estimates of the sums it requires during the year for the purposes of the Township pursuant to Section 289(1), the Municipal Act, 2001, S.O. 2001, c. 25, as amended (herein referred to as the Municipal Act);

WHEREAS, it is necessary for the Township, pursuant to Section 311 (2), the Municipal Act, to raise certain sums for municipal purposes for the 2018 taxation year;

AND WHEREAS, all property assessment rolls on which the 2018 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act, R.S.O. 1990, C.A. 31, as amended (hereinafter referred to as the Assessment Act) subject to appeals at present before the Assessment Review Board, the Ontario Municipal Board and the District Court;

AND WHEREAS, all properties situated in the Township of Drummond/North Elmsley can be classified within a class of property or subclass as set out in the Assessment Act and the Regulation enacted pursuant thereto;

AND WHEREAS, the sums required by taxation in the year 2018 for general purposes are to be levied by the Township as directed by this by-law;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of the Township of Drummond/North Elmsley hereby enacts as follows:

1. GENERAL REGULATIONS

THAT, the Township adopt the levy of **\$4,188,051** as detailed in Schedule A attached hereto as its estimate of the Property Tax Levy required during the year 2018 for the general purposes of the Township.

2. ULTRA VIRES

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

3. EFFECTIVE DATE

This By-Law shall come into force and take effect immediately following third reading.

By-law read a first, second and third time and finally passed this 19th day of December, 2017.

Reeve

Clerk Administrator

**THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY
BY-LAW NO. 2017-060**

SCHEDULE "A"

DEPARTMENTS	Expenditures	Revenues	2018 Levy
GENERAL GOVERNMENT	\$ 1,087,115	\$ 896,500	\$ 190,615
PROTECTION SERVICES	\$ 1,781,515	\$ 183,500	\$ 1,598,015
SOCIAL/HEALTH/SERVICES	\$ 16,000	\$ -	\$ 16,000
RECREATION AND CULTURE	\$ 262,566	\$ 10,000	\$ 252,566
CULTURE & HERITAGE	\$ 170,100	\$ -	\$ 170,100
ECONOMIC DEV & TOURISM	\$ 17,325	\$ -	\$ 17,325
PLANNING	\$ 153,200	\$ 54,843	\$ 98,357
DRAINAGE WORKS	\$ 21,400	\$ 10,500	\$ 10,900
ENVIRONMENT	\$ 973,700	\$ 968,040	\$ 5,660
TRANSPORTATION	\$ 1,848,513	\$ 20,000	\$ 1,828,513
ENVIRONMENT - CAPITAL	\$ 200,000	\$ 200,000	\$ -
FACILITIES - CAPITAL	\$ 112,000	\$ 112,000	\$ -
TRANSPORTATION - CAPITAL	\$ 270,000	\$ 270,000	\$ -
TRANSPORTATION - CAPITAL EQUIP	\$ 105,000	\$ 105,000	\$ -
TRANSPORTATION - CAPITAL - ST LIGHTING	\$ 70,000	\$ 70,000	\$ -
Totals	\$ 7,088,434	\$ 2,900,383	\$ 4,188,051
SUMMARY			
OPERATION BUDGETS	\$ 6,331,434	\$ 2,143,383	\$ 4,188,051
CAPITAL BUDGETS	\$ 757,000	\$ 757,000	\$ -
TOTALS	\$ 7,088,434	\$ 2,900,383	\$ 4,188,051

**THE CORPORATION OF THE TOWNSHIP
OF DRUMMOND/NORTH ELMSLEY**

BY-LAW NO. 2017-061

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL.

WHEREAS pursuant to Section 5 of the Municipal Act 2001 S.O. 2001 c.25, the powers of a municipal corporation are to be exercised by its Council through the passage of a by-law;

AND WHEREAS Subsection 2 of Section 11 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of every Council are to be exercised by By-law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Drummond/North Elmsley at this meeting be confirmed and adopted by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Drummond/North Elmsley enacts as follows:

1. The action of the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting held on December 19, 2017 in respect of each recommendation contained in each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Drummond/North Elmsley at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-law.
2. The Reeve and proper officials of the Corporation of the Township of Drummond/North Elmsley are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of the Township of Drummond/North Elmsley referred to in the preceding section hereof.
3. The Reeve and the Clerk are authorized and directed to execute all documents necessary to that behalf and to affix thereto the seal of the Corporation of the Township of Drummond/North Elmsley.

By-law read a first, second and third time and finally passed this 19th day of December 2017.

Aubrey Churchill, Reeve

Cindy Halcrow, Clerk Administrtor