



COUNCIL MEETING AGENDA

Tuesday, January 28th, 2020
6:00 p.m.

Municipal Office – Council Chambers – 217 Harper Road

6:00 p.m. Council Meeting

Chair, Reeve Brian Campbell

1. CALL TO ORDER
2. AMENDMENTS/APPROVAL OF AGENDA
3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST AND GENERAL NATURE THEREOF
4. APPROVAL OF MINUTES

- i) Council Meeting – December 10th, 2019 – *attached, page 10.*

Suggested Motion by Councillor Fred Dobbie:

“THAT, the minutes of the Council Meeting held on December 10th, 2019, be approved as circulated.”

- ii) Council Meeting (Closed Session – Litigation – Claim No. SC-19-274 (Allan) – December 10th, 2019 – *to be distributed at the meeting.*

Suggested Motion by Deputy Reeve Barrie Crampton:

“THAT, the minutes of the Council Meeting (Closed Session – Litigation – Claim No. SC-19-274 (Allan)) held on December 10th, 2019 be approved as circulated.”

- iii) Committee of the Whole Meeting – January 14th, 2020 – *attached, page 23.*

Suggested Motion by Councillor Gene Richardson:

“THAT, the minutes of the Committee of the Whole Meeting held on January 14th, 2020, be approved as circulated.”

- v) **Committee of the Whole Meeting (Closed Session – Acquisition or Disposition of Land – Glen Tay Waste Site) – January 14th, 2020 – to be distributed at the meeting.**

Suggested Motion by Councillor Beverley Phillips:

“THAT, the minutes of the Committee of the Whole Meeting (Closed Session – Acquisition or Disposition of Land – Glen Tay Waste Site) held on January 14th, 2020 be approved as circulated.”

- vi) **Committee of the Whole Meeting (Closed Session – Litigation – Claim No. SC-19-274 (Allan) – January 14th, 2020 – to be distributed at the meeting.**

Suggested Motion by Councillor Rob Rainer:

“THAT, the minutes of the Committee of the Whole Meeting (Closed Session – Litigation – Claim No. SC-19-274 (Allan)) held on January 14th, 2020 be approved as circulated.”

5. DELEGATIONS & PRESENTATIONS

- i) **Presentation: 2019 Septic System Re-Inspection Program – Annual Report – attached, page 33.**
Eric Kohlsmith, Mississippi-Rideau Septic System Office.

6. CORRESPONDENCE

None.

7. MOTIONS

- i) **Report #PD-2020-06 - Severance Application – Trudeau/Shepherd.**

Suggested Motion by Councillor RoxAnne Darling:

“THAT, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Application for Trudeau/Shepherd B19/121 (Con 4, Part Lot 12, geographic Township of South Sherbrooke) be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.

That, the applicant pay any outstanding fees to the Township prior to final approval.

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township for each severance, both hard copy and electronically;

That, the applicant shall obtain a Civic Address Number for the severed land;

That, a minor variance be undertaken to recognize the undersized area of both lots and the undersized frontage of the severed lot;

That, a road access agreement be signed to the satisfaction of the Township as the severed lot is proposed on a Township owned unassumed subdivision road;

That, payment of \$500.00 for shall be made to Tay Valley Township representing Cash-in-Lieu of Parklands.”

ii) **Report #PD-2020-01 - Severance Application – Roman Catholic Church.**

Suggested Motion by Councillor Mick Wicklum:

“THAT, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Application for ROMAN CATHOLIC CHURCH C/O FATHER J. KUSYK, #B19/148 (Concession 8, Lot 15, geographic Township of North Burgess) be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.

That, the applicant pay any outstanding fees to the Township prior to final approval.

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township, in hard copy and electronically.”

That, payment of \$300.00 for each new parcel shall be made to the Township representing Cash-in-Lieu of Parklands.

A minor variance may be required if the set back from the house to the lot line is not met.

That an entrance permit for the retained lot be obtained.

That the application verify the addresses for the retained and new lot with the Township Public Works Department.

That, the Township shall address the incompatibility of the Institutional Zoning of the lot addition to a residential lot by undertaking a map correction to the Zoning By-Law as it appears that during amalgamation, a number of zoning errors were created with respect to the church properties in Stanleyville.

That, road widening be dedicated to the Township if determined to be required by the Township Public Works Department.”

iii) **Report #PD-2020-02 – Planning Department – Year End Summary.**

Suggested Motion by Councillor Fred Dobbie:

“THAT, Report #PD-2020-02 – Planning Department – 2019 Year End Report be received for information.”

iv) **Report #PD-2020-03 – Proposed Changes to Zoning By-Law.**

Suggested Motion by Deputy Reeve Barrie Crampton:

“THAT, a special meeting be scheduled so that Council and Staff can conduct a line-by-line review of the Zoning By-Law in order that all Members are aware of the content of the by-law and can identify areas for possible amendment, including the following areas already identified:

- *Section 3.4 – Road Access Agreements*
- *Areas of Natural and Scientific Interest (ANSI) mapping*
- *Secondary Units – well and septic*
- *permit Additional Residential Units on a property*
- *cannabis growing and retail*
- *restricting boathouses*
- *clustered tiny homes*
- *site alteration by-law*
- *inclusionary zoning requirements*
- *development along unopened road allowances in North Burgess.”*

v) **Report #PD-2020-04 – OPPI Conference.**

Suggested Motion by Councillor Gene Richardson:

“THAT, the relevant information from Report #PD-2020-04 - 2019 OPPI Conference be used in the Township’s land use planning and climate change mitigation/adaptation planning;

AND THAT, the Planner continue to work with the County and local Indigenous representatives on issues related climate change as well as issues related to the Final Report of the Truth and Reconciliation Commission of Canada.”

vi) **Report #PD-2020-05 – Opportunities Identified by the Green Energy and Climate Change Working Group.**

Suggested Motion by Councillor Beverley Phillips:

“THAT, the Public Information Centre for the Draft Climate Change Plan be held on Saturday, February 22, 2020;

THAT, the Local Climate Change staff member pursue the opportunity for Tay Valley Township to be part of the Home Energy Retrofit Loans Pilot Project;

THAT, the climate lens developed by the Green Energy Climate Change Working Group be presented to Senior Managers by its developer, Bob Argue;

AND THAT, the Planner work with Ministry of Natural Resources and Forestry and the Conservation Authorities on protecting the carbon sinks identified in the Green Gems article by Dr. Paul Keddy.”

vii) **Report #CBO-2020-01 - Building Department Report – January to December 2019.**

Suggested Motion by Councillor Rob Rainer:
“**THAT**, Report #CBO-2020-01– Building Department Report – January to December 2019 be received as information.”

viii) **Report #PW-2020-01 – Waste Site Security Camera Options.**

Suggested Motion by Councillor RoxAnne Darling:
“**THAT**, staff be authorized to proceed with the purchase and installation of the appropriate number of security cameras for the Glen Tay Waste Site;

AND THAT, the purchase of the security cameras be funded through the 2020 operating budget of the Glen Tay Waste Site.”

ix) **Report #CAO-2020–01 – Council Priorities.**

Suggested Motion by Councillor Mick Wicklum:
“**THAT**, Staff bring back a report to Council identifying not only those priorities listed in Report #CAO-2020-01 for the Council term but other priorities identified by Staff such as the zoning by-law review, implementing the recommendations coming out of the Climate Change Action Plan, etc. and identify timing, costs, resources and a workplan for each priority.”

x) **Contractor’s Breakfast.**

Suggested Motion by Councillor Fred Dobbie:
“**THAT**, the Reeve work with Staff for the Township to host a contractor’s continental breakfast at the Municipal Office from 8:00 a.m. to 9:30 a.m. on a Thursday in March where the Planner, Chief Building Official, the Conservation Authorities and the Septic Inspector could be present to have an open discussion around development in the Township with what is working and what is not, with an overview on tiny homes, secondary suites, an overview of the planning and building departments, the conservation authorities and the septic office, and invite the Ministry of Municipal Affairs and Housing to provide an overview on the Ontario Building Code changes, specifically the Home Construction Regulatory Authority.”

xi) **19-12-19 and 20-01-08 – Council Communication Packages.**

Suggested Motion by Deputy Reeve Barrie Crampton:
“**THAT**, the 19-12-19 and 20-01-08 Council Communication Packages be received for information.”

xii) **Complaint Summary (as at January 7th, 2020).**

Suggested Motion by Councillor Gene Richardson:

“THAT, the Complaint Summary (as at January 7th, 2020) be received for information.”

xiii) **Royal Canadian Legion Ontario Command – Service Recognition Book.**

Suggested Motion by Councillor Beverley Phillips:

“THAT, the Township place a ¼ page ad in the 2020 Royal Canadian Legion Ontario Command – Service Recognition Book in the amount of \$750 in recognition of the 75th Anniversary of the end of WW2.”

xiv) **Appointment of Re-Use Center Volunteer.**

Suggested Motion by Councillor Rob Rainer:

“THAT, the Council of the Corporation of Tay Valley Township appoint the following as a volunteer for the ReUse Centre, subject to the Criminal Records Check Policy:

- *Deborah McParland.”*

8. BY-LAWS

i) **By-Law No. 2020-01: Municipal Funding Agreement Amendment for Ontario’s Main Street Revitalization Initiative By-Law – *attached, page 90.***

Suggested Motion by Councillor RoxAnne Darling:

“THAT, By-Law No. 2020-01, being a by-law to Amend the Municipal Funding Agreement for Ontario’s Main Street Revitalization Initiative, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ii) **By-Law No. 2020-02: Investing in Canada Infrastructure Program Rural and Northern Stream Transfer Payment Agreement By-Law – *attached, page 94.***

Suggested Motion by Councillor Mick Wicklum:

“THAT, By-Law No. 2020-02, being a by-law to Authorize the Execution of the Investing in Canada Infrastructure Program, Rural and Northern Stream, Transfer Payment Agreement for the Christie Lake North Shore Road with Her Majesty The Queen, in right of Canada, represented by the Minister of Agriculture, Food and Rural Affairs, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

- v) **By-Law No. 2020-03: Zoning By-Law Amendment – Nash – attached, page 155.**

Suggested Motion by Councillor Fred Dobbie:

“THAT, By-Law No. 2020-03, being a by-law to Amend Zoning By-Law No. 2016-049 (495 Big Rideau North Shore, Part Lot 19, Concession 3, geographic Township of North Burgess), be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

9. NEW/OTHER BUSINESS

None.

10. CALENDARING.

Meeting	Date	Time	Location
Fire Board Meeting	January 27 th	7:00 p.m.	BBD&E Fire Hall
Police Services Board Meeting	January 28 th	2:00 p.m.	Municipal Office
Council Meeting	January 28 th	6:00 p.m.	Municipal Office
Green Energy & Climate Change Working Group Meeting	January 31 st	10:00 a.m.	Municipal Office
Committee of the Whole Meeting	February 4 th	6:00 p.m.	Municipal Office
Council Meeting	February 11 th	6:00 p.m.	Municipal Office

11. CLOSED SESSIONS

- i) **CONFIDENTIAL: Litigation or Potential Litigation – Roll # 091191101505100.**
Noelle Reeve, Planner.

Suggested Motion by Deputy Reeve Barrie Crampton:

“THAT, Council move “in camera” at ___ p.m. to address a matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board regarding Roll # 091191101505100;

AND THAT, the Chief Administrative Officer, Clerk and Planner remain in the room.”

Suggested Motion by Deputy Reeve Barrie Crampton:

“THAT, Council return to open session at ___ p.m.”

- *Chair’s Rise and Report.*

ii) **CONFIDENTIAL: Litigation or Potential Litigation – 264 Sleepy Hollow Road.**

Noelle Reeve, Planner.

Suggested Motion by Councillor Gene Richardson:

“THAT, Council move “in camera” at ___ p.m. to address a matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board regarding 264 Sleepy Hollow Road;

***AND THAT,** the Chief Administrative Officer, Clerk and Planner remain in the room.”*

Suggested Motion by Councillor Gene Richardson:

“THAT, Council return to open session at ___ p.m.”

- *Chair’s Rise and Report.*

iii) **CONFIDENTIAL: Identifiable Individual – Staff Roles and Responsibilities.**
Councillor RoxAnne Darling.

Suggested Motion by Councillor Beverley Phillips:

“THAT, Council move “in camera” at ___ p.m. to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees regarding Staff Roles and Responsibilities;

***AND THAT,** the Chief Administrative Officer, Clerk and Planner remain in the room.”*

Suggested Motion by Councillor Beverley Phillips:

“THAT, Council return to open session at ___ p.m.”

- *Chair’s Rise and Report*

12. CONFIRMATION BY-LAW

i) **By-Law No. 2020-04 - Confirmation By-Law – January 28th, 2020 – attached, page 158.**

Suggested Motion by Councillor Rob Rainer:

“THAT, By-Law No. 2020-04 being a by-law to confirm the proceedings of the Council meeting held on January 28th, 2020, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

13. ADJOURNMENT

MINUTES

COUNCIL MEETING MINUTES

Tuesday, December 10th, 2019

6:30 p.m.

Tay Valley Municipal Office – 217 Harper Road, Perth, Ontario

Council Chambers

ATTENDANCE:

Members Present: Chair, Reeve Brian Campbell
Deputy Reeve Barrie Crampton
Councillor Fred Dobbie
Councillor Rob Rainer
Councillor RoxAnne Darling
Councillor Beverley Phillips
Councillor Mick Wicklum
Councillor Gene Richardson

Staff Present: Larry Donaldson, Chief Administrative Officer
Amanda Mabo, Clerk
Noelle Reeve, Planner (left at 7:38 p.m.)
Ashley Liznick, Treasurer (left at 7:38 p.m.)
Sean Ervin, Public Works Manager (left at 7:38 p.m.)

Regrets: None

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.
A quorum was present.

2. AMENDMENTS/APPROVAL OF AGENDA

- i) Addition Under Motions: Appointment of Hockey Volunteer.
- ii) Addition Under Closed Session: Litigation – Claim No. SC-19-274 (Allan).

The Agenda was adopted as amended.

3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST AND GENERAL NATURE THEREOF

Councillor R. Darling declared a pecuniary interest on item 7 ii) because she was one of the former owners of the property.

4. APPROVAL OF MINUTES

i) **Council Meeting – November 19th, 2019.**

RESOLUTION #C-2019-12-07

MOVED BY: Mick Wicklum
SECONDED BY: Fred Dobbie

“THAT, the minutes of the Council Meeting held on November 19th, 2019, be approved as circulated.”

ADOPTED

ii) **“Special” Council Meeting – December 2nd, 2019.**

RESOLUTION #C-2019-12-08

MOVED BY: Fred Dobbie
SECONDED BY: Mick Wicklum

“THAT, the minutes of the “Special” Council Meeting held on December 2nd, 2019, be approved as circulated.”

ADOPTED

iii) **“Special” Council Meeting (Closed Session – Acquisition or Disposal of Land – Glen Tay Waste Site – December 2nd, 2019.**

RESOLUTION #C-2019-12-09

MOVED BY: Barrie Crampton
SECONDED BY: Gene Richardson

“THAT, the minutes of the “Special” Council Meeting (Closed Session – Acquisition or Disposal of Land – Glen Tay Waste Site) held on December 2nd, 2019 be approved as circulated.”

ADOPTED

- iv) **“Special” Council Meeting (Closed Session – Identifiable Individual – Chief Administrative Officer) – December 2nd, 2019.**

RESOLUTION #C-2019-12-10

MOVED BY: Gene Richardson
SECONDED BY: Barrie Crampton

“THAT, the minutes of the “Special” Council Meeting (Closed Session – Identifiable Individual – Chief Administrative Officer) held on December 2nd, 2019, be approved as circulated.”

ADOPTED

- v) **Committee of the Whole Meeting – December 3rd, 2019.**

RESOLUTION #C-2019-12-11

MOVED BY: Beverley Phillips
SECONDED BY: Gene Richardson

“THAT, the minutes of the Committee of the Whole Meeting held on December 3rd, 2019, be approved as circulated.”

ADOPTED

5. DELEGATIONS & PRESENTATIONS

- i) **Presentation: Chief Shawinipinessi Plaque.**

The Planner gave the PowerPoint Presentation that was attached to the agenda. A Spring reveal will occur.

6. CORRESPONDENCE

None.

7. MOTIONS

- i) **Report #CBO-2019-08 - Building Department Report – January to October 2019.**

RESOLUTION #C-2019-12-12

MOVED BY: Rob Rainer
SECONDED BY: Beverley Phillips

“THAT, Report #CBO-2019-08– Building Department Report – January to October 2019 be received as information.”

ADOPTED

ii) **Report #PD-2019-42 - Nordlaw Plan of Condominium Draft Plan Extension.**

Councillor Darling removed herself from the Council table as she declared a pecuniary interest on this item.

RESOLUTION #C-2019-12-13

MOVED BY: Mick Wicklum

SECONDED BY: Fred Dobbie

“**THAT**, a one year extension of the draft approval for the Nordlaw Cottages Inc. Plan of Condominium 09-CD 16002 be approved.”

ADOPTED

iii) **Report #PD-2019-43 - Severance Application – Shomria/Brady.**

RESOLUTION #C-2019-12-14

MOVED BY: RoxAnne Darling

SECONDED BY: Mick Wicklum

“**THAT**, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Consent Application for a lot addition from Hashomer Hartzair of Toronto to Bill and Judy Brady (Part Lot A, Concession 8, geographic Township of North Burgess) be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.

That, the applicant pay any outstanding fees to the Township prior to final approval.

That, a rezoning or minor variance be undertaken for the receiving lot to recognize undersized frontage and area.

That, a Development Agreement be registered indicating the proposed location of the future driveway, its width of 6m, the location of the unevaluated wetland, and that the wetland area shall be retained, not precluding best management forestry practices. This Development Agreement should be to the satisfaction of Tay Valley Township and RVCA.

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township, in hard copy and electronically.”

ADOPTED

iv) **Report #PD-2019-44 - Severance Application – MacAdam/Cowell.**

The Planner informed Council that the residents who verbally expressed concerns about the effect to their well, was because their wells went dry during the drought a couple of years ago and therefore the suggested recommendation now contains a requirement to obtain a Scoped Hydrogeological Evaluation Report.

RESOLUTION #C-2019-12-15

MOVED BY: Fred Dobbie

SECONDED BY: Mick Wicklum

“THAT, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Applications for Dolores MacAdam and Victoria Cowell, B19/118, B19/119 and B19/120 (Part Lot 5, Concession 3, geographic Township of Bathurst) be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.

That, the applicant pays any outstanding fees to the Township prior to final approval.

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document for each severance be submitted to the Township both hard copy and electronically;

That, payment of \$200.00 for each new parcel shall be made to Tay Valley Township representing Cash-in-Lieu of Parklands.

That, development or site plan control agreements be required on the undeveloped proposed lots and on the retained lot to protect the natural heritage features through mitigation measures identified by the Gemtec Environmental Impact Statement (EIS) and to address retention of the rural landscape.

That the area outside the development envelopes on the severed and the retained lots be rezoned to Environmental Protection to protect the natural heritage features identified by the Gemtec EIS.

That, the applicant shall obtain Civic Address Numbers for the undeveloped severed and retained lands.

That, the applicant shall submit full entrance applications to the Township Public Works Department and install the entrances as required in the permit.

That, the owner/applicant shall prepare and implement the recommendations of a “Scoped Hydrogeological Evaluation Report” by a Professional Engineer, or a Professional Geoscientist to demonstrate a favourable groundwater quantity assessment, groundwater quality assessment, terrain evaluation and water quality impact risk analysis in accordance with the “Scoped Hydrogeological Report Requirements” guidelines dated July 2, 2015, for assessing the cumulative impact on surrounding wells as part of the scoped assessment.

That, the applicant shall provide confirmation of the title to the road adjacent to the severed lots. If the road should be owned by the Township, but the title is incorrect, the Township shall be responsible for the costs relating to the survey of the road (if required), and the applicant shall be responsible for all other costs to correct the title.

That, sufficient lands shall be dedicated to the Township of Tay Valley along the frontage of the lots to be severed to meet the Township’s road widening requirements at no cost to the Township.”

ADOPTED

v) **Report #PD-2019-45 - Severance Application – Whyte.**

RESOLUTION #C-2019-12-16

MOVED BY: Barrie Crampton

SECONDED BY: Gene Richardson

“**THAT**, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Applications for Whyte B19/065/066/067/068 (Con 3, Part Lot 23, geographic Township of Bathurst) be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township;

That, the applicant pays any outstanding fees to the Township prior to final approval;

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township for each severance, both hard copy and electronically;

That, payment of \$200.00 for each lot shall be made to Tay Valley Township representing Cash-in-Lieu of Parklands;

That, the lot proposed in B19/066 shall be rezoned to Residential Special Exception–24 (R-24) to permit undersized frontage of 45m instead of 60m, to specify a minimum 15m setback from the edge of the wetlands identified by the Environmental Impact Statement by Pinegrove Environmental, and to permit a

25m setback from the watercourse, and that the wetland area be rezoned to Environmental Protection to protect the natural heritage features identified by the Pinegrove EIS;

That, the lot proposed in B19/067 shall be rezoned to Residential Special Exception–25 (R-25) to permit undersized frontage of 45m instead of 60m, to identify a minimum 15m setback from the edge of the wetlands identified by the Environmental Impact Statement, and that the wetland area be rezoned to Environmental Protection to protect the natural heritage features identified by the Pinegrove EIS;

That the lot proposed by B19/065 be rezoned to Residential Special Exception–26 (R-26) to permit a 25m setback from the watercourse;
That, the retained lot be rezoned to Rural Special Exception–27 (R-27) to recognize the reduced frontage of 27m on the condominium road;

That, Development Agreements be entered into for B19/065/066/067 to protect the natural heritage features identified by the Pinegrove Environmental Impact Statement, in addition, the development agreements should note that groundwater elevations have been indicated to be close to the surface on-site and may need to be investigated to determine appropriate mitigation measures prior to construction;

That, B19/068 conforms to the Township standards for private roads (20m right of way maintained at a minimum of 6m with a 1m shoulder on either side).”

That, the applicant shall obtain Civic Address Numbers for the severed lots from the Township;

That the condominium road be named in accordance with the Rural Addressing Project standards.”

ADOPTED

vi) **Recreation Master Plan – Interim Report.**

RESOLUTION #C-2019-12-17

MOVED BY: Gene Richardson

SECONDED BY: Barrie Crampton

“**THAT**, the Recreation Master Plan – Interim Report dated November 2019, be received for information.”

ADOPTED

vii) **Zoning By-Law Review.**

RESOLUTION #C-2019-12-18

MOVED BY: Beverley Phillips
SECONDED BY: Gene Richardson

“**THAT**, staff bring back a report to outline the sections of the Zoning By-Law that need updating or that should be looked at, including Section 3.4, secondary suites, etc.”

ADOPTED

viii) **Christie Lake North Shore Road Reconstruction.**

RESOLUTION #C-2019-12-19

MOVED BY: Rob Rainer
SECONDED BY: Beverley Phillips

“**THAT**, the Chief Administrative Officer be authorized to provide a letter to the Ministry of Natural Resources regarding the Christie Lake North Shore Road Reconstruction Project indicating the Township’s intent to purchase the land along Christie Lake North Shore Road from the Crown at a price of \$1.08 per square foot with the quantity of land to be determined by surveying the area where rock fill will be placed below the normal water line and compared to the existing survey data.”

ADOPTED

ix) **19-11-27– Council Communication Package.**

RESOLUTION #C-2019-12-20

MOVED BY: RoxAnne Darling
SECONDED BY: Mick Wicklum

“**THAT**, the 19-11-27 Council Communication Package be received for information.”

ADOPTED

x) **Library Board Fundraiser.**

RESOLUTION #C-2019-12-21

MOVED BY: Mick Wicklum
SECONDED BY: Fred Dobbie

“**THAT**, Tay Valley Township take out a gold sponsorship for \$750 for the Perth and District Community Foundation’s charity casino night fundraiser in support of the library, to be funded from the Community Donations line item of the 2020 Budget.”

ADOPTED

xi) **Appointment of Re-Use Center Volunteer.**

RESOLUTION #C-2019-12-22

MOVED BY: Fred Dobbie
SECONDED BY: Mick Wicklum

“THAT, the Council of the Corporation of Tay Valley Township appoint the following as a volunteer for the ReUse Centre, subject to the Criminal Records Check Policy:

- Martine La Boissiere.”

ADOPTED

xii) **Appointment of Outdoor Ice Rink Volunteer.**

RESOLUTION #C-2019-12-23

MOVED BY: Barrie Crampton
SECONDED BY: Gene Richardson

“THAT, the Council of the Corporation of Tay Valley Township appoint the following person as a volunteer for the Outdoor Ice Rink in Maberly, subject to the Criminal Records Check Policy:

- William McCoy.”

ADOPTED

xiii) **Appointment of Hockey Volunteer.**

RESOLUTION #C-2019-12-24

MOVED BY: Gene Richardson
SECONDED BY: Barrie Crampton

“THAT, the Council of the Corporation of Tay Valley Township appoint the following person as a volunteer for the Tay Valley Hockey Program, subject to the Criminal Records Check Policy:

- Boyd Cowdy.”

ADOPTED

8. BY-LAWS

- i) **By-Law No. 2019-046: Tariff of Fees By-Law.**

RESOLUTION #C-2019-12-25

MOVED BY: Gene Richardson

SECONDED BY: Barrie Crampton

“**THAT**, By-Law No. 2019-046, being a by-law to Adopt a Tariff of Fees, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

- ii) **By-Law No. 2019-047: Waste Disposal, Composting & Recycling By-Law.**

RESOLUTION #C-2019-12-26

MOVED BY: Beverley Phillips

SECONDED BY: Gene Richardson

“**THAT**, By-Law No. 2019-047, being a by-law to Adopt a Waste Disposal, Composting & Recycling By-Law, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

- iii) **By-Law No. 2019-048: Building By-Law Amendment.**

RESOLUTION #C-2019-12-27

MOVED BY: Rob Rainer

SECONDED BY: Beverley Phillips

“**THAT**, By-Law No. 2019-048, being a by-law to amend Building By-Law No. 2013-005, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

- iv) **By-Law No. 2019-049: 2020 Budget – *attached, page 15.***

Council requested that the entire budget, not just the summary, page be included with the by-law.

RESOLUTION #C-2019-12-28

MOVED BY: RoxAnne Darling

SECONDED BY: Mick Wicklum

“**THAT**, By-Law No. 2019-049, being a by-law to Adopt the Estimates for the Sums Required for Municipal Purposes for the Year 2020, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

The Reeve requested a Recorded Vote on Resolution #C-2019-12-28.

For:	Reeve Brian Campbell	1
	Deputy Reeve Barrie Crampton	1
	Councillor RoxAnne Darling	1
	Councillor Fred Dobbie	1
	Councillor Beverley Phillips	1
	Councillor Rob Rainer	1
	Councillor Gene Richardson	$\frac{1}{7}$

Against:	Councillor Mick Wicklum	$\frac{1}{1}$
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Absent:		0
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Total:		8
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ADOPTED

v) **By-Law No. 2019-050: Road Naming – Lee Trail Lane.**

RESOLUTION #C-2019-12-29

MOVED BY: Mick Wicklum
SECONDED BY: Fred Dobbie

“**THAT**, By-Law No. 2019-050, being a by-law to amend By-Law No. 98-87 being a Road Naming By-Law (Lee Trail Lane), be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

vi) **By-Law No. 2019-051: Zoning By-Law Amendment – Van Adrichem.**

RESOLUTION #C-2019-12-30

MOVED BY: Fred Dobbie
SECONDED BY: Mick Wicklum

“**THAT**, By-Law No. 2019-051, being a by-law to Amend Zoning By-Law No. 2002-121 (1230 Black Lake North Shore, Part Lot 23, Concession 6, geographic Township of North Burgess), be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

9. NEW/OTHER BUSINESS

None.

10. CALENDARING

Meeting	Date	Time	Location
Committee of Adjustment	December 16 th	5:00 p.m.	Municipal Office
Library Board Meeting	December 16 th	5:30 p.m.	Perth Library
Committee of the Whole Meeting	January 14 th	6:00 p.m.	Municipal Office

The Planner, Public Works Manager and Treasurer left at 7:38 p.m.
Council recessed at 7:38 p.m.
Council returned to session at 7:43 p.m.

11. CLOSED SESSIONS

- i) **CONFIDENTIAL: Litigation – Claim No. SC-19-274 (Allan).**
Larry Donaldson, Chief Administrative Officer.

RESOLUTION #C-2019-12-31

MOVED BY: Fred Dobbie
SECONDED BY: Mick Wicklum

“THAT, Council move “in camera” at 7:44 p.m. to address a matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board regarding Litigation – Claim No. SC-19-274 (Allan);

AND THAT, the Chief Administrative Officer and Clerk remain in the room.”

ADOPTED

RESOLUTION #C-2019-12-32

MOVED BY: Fred Dobbie
SECONDED BY: Mick Wicklum

“THAT, Council return to open session at 8:32 p.m.”

ADOPTED

The Chair rose and reported that the Chief Administrative Officer was provided direction.

12. CONFIRMATION BY-LAW

- i) **By-Law No. 2019-052 - Confirmation By-Law – December 2nd and 10th, 2019.**

RESOLUTION #C-2019-12-33

MOVED BY: Barrie Crampton

SECONDED BY: Gene Richardson

“**THAT**, By-Law No. 2019-052 being a by-law to confirm the proceeding of the Council meetings held on December 2nd and 10th, 2019, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

13. ADJOURNMENT

Council adjourned at 8:32 p.m.

COMMITTEE OF THE WHOLE MINUTES

Tuesday, January 14th, 2020

6:00 p.m.

Tay Valley Municipal Office – 217 Harper Road, Perth, Ontario

Council Chambers

ATTENDANCE:

Members Present: Chair, Councillor Gene Richardson
Reeve Brian Campbell
Deputy Reeve Barrie Crampton
Councillor Rob Rainer
Councillor RoxAnne Darling
Councillor Mick Wicklum (left at 9:30 p.m.)
Councillor Fred Dobbie
Councillor Beverley Phillips

Staff Present: Larry Donaldson, Chief Administrative Officer
Amanda Mabo, Clerk
Sean Ervin, Public Works Manager
Noelle Reeve, Planner (left at 9:30 p.m.)

Regrets: None

1. CALL TO ORDER

The meeting was called to order at 6:00 p.m.
A quorum was present.

2. AMENDMENTS/APPROVAL OF AGENDA

The agenda was adopted as presented.

3. DISCLOSURE OF PECUNIARY INTEREST AND/OR CONFLICT OF INTEREST & GENERAL NATURE THEREOF

None at this time.

4. APPROVAL OF MINUTES OF PUBLIC MEETINGS

i) **Public Meeting: Zoning By-Law Amendment – December 3rd, 2019.**

The minutes of the Public Meeting – Zoning By-Law Amendment held on December 3rd, 2019, were approved.

5. DELEGATIONS & PRESENTATIONS

None.

6. PRIORITY ISSUES

i) **Report #PD-2020-06 - Severance Application – Trudeau/Shepherd.**

The Committee discussed the requirement for a road access agreement in relation to the discussion and resolution adopted in November 2019.

Staff informed the Committee that the Residential Limited Services (RLS) rezoning in Section 3.4 of the Zoning By-Law should only be applied to properties on private roads. The Leck property was incorrectly rezoned to RLS. After hearing the discussion and direction from Council in November that was given on the topic of road access agreements, in order to make the Leck application work, because the Leck property was rezoned, although in error to RLS, the RLS rezoning was applied in order to carry out the wishes of Council and to ensure applicable law was met so that a building permit could be issued. Although a resolution was passed to amend section 3.4 of the Zoning By-Law, until the Zoning By-Law is amended that direction will not come into effect; as a result, any applications on unassumed subdivision roads will require a road access agreement. A Member has brought up the fact that previously when Council passed a resolution with regards to Secondary Suites property owners were allowed to go ahead with their application prior to a zoning amendment being undertaken to enact those changes; the difference in this situation is that the Province had legislated to allow secondary suites and the Township's by-law just had to "catch up" to the Province's legislation; the current direction re road access agreements requires a formal public meeting and until an amendment is made the current interpretation of the by-law is still in place.

Recommendation to Council:

"THAT, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Application for Trudeau/Shepherd B19/121 (Con 4, Part Lot 12, geographic Township of South Sherbrooke) be approved subject to the following conditions:

That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.

That, the applicant pay any outstanding fees to the Township prior to final approval.

That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township for each severance, both hard copy and electronically;

That, the applicant shall obtain a Civic Address Number for the severed land;

That, a minor variance be undertaken to recognize the undersized area of both lots and the undersized frontage of the severed lot;

That, a road access agreement be signed to the satisfaction of the Township as the severed lot is proposed on a Township owned unassumed subdivision road;

That, payment of \$500.00 for shall be made to Tay Valley Township representing Cash-in-Lieu of Parklands.”

ii) **Report #PD-2020-01 - Severance Application – Roman Catholic Church.**

The Planner, before the Council meeting, will confirm if the application was deemed complete before the Tariff of Fees By-Law was adopted, which may affect the amount to be paid for cash-in-lieu of parklands.

Recommendation to Council:

“**THAT**, the Council of Tay Valley Township recommend to the Land Division Committee of Lanark County that the Severance Application for ROMAN CATHOLIC CHURCH C/O FATHER J. KUSYK, #B19/148 (Concession 8, Lot 15, geographic Township of North Burgess) be approved subject to the following conditions:

1. That, the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) shall be paid to the Township.
2. That, the applicant pay any outstanding fees to the Township prior to final approval.
3. That, two (2) copies of an acceptable reference plan (or legal description) and transfer document be submitted to the Township, in hard copy and electronically.”
4. That, payment of \$300.00 for each new parcel shall be made to the Township representing Cash-in-Lieu of Parklands.
5. A minor variance may be required if the set back from the house to the lot line is not met.
6. That an entrance permit for the retained lot be obtained.
7. That the application verify the addresses for the retained and new lot with the Township Public Works Department.
8. That, the Township shall address the incompatibility of the Institutional Zoning of the lot addition to a residential lot by undertaking a map correction to the Zoning By-Law as it appears that during amalgamation, a number of zoning errors were created with respect to the church properties in Stanleyville.

9. That, road widening be dedicated to the Township if determined to be required by the Township Public Works Department.”

iii) **Report #PD-2020-02 – Planning Department – Year End Summary.**

Recommendation to Council:

“**THAT**, Report #PD-2020-02 – Planning Department – 2019 Year End Report be received for information.”

iv) **Report #PD-2020-03 – Proposed Changes to Zoning By-Law.**

Recommendation to Council:

“**THAT**, a special meeting be scheduled so that Council and Staff can conduct a line-by-line review of the Zoning By-Law in order that all Members are aware of the content of the by-law and can identify areas for possible amendment, including the following areas already identified:

- Section 3.4 – Road Access Agreements
- Areas of Natural and Scientific Interest (ANSI) mapping
- Secondary Units – well and septic
- permit Additional Residential Units on a property
- cannabis growing and retail
- restricting boathouses
- clustered tiny homes
- site alteration by-law
- inclusionary zoning requirements
- development along unopened road allowances in North Burgess.”

v) **Report #PD-2020-04 – OPPI Conference.**

Recommendation to Council:

“**THAT**, the relevant information from Report #PD-2020-04 - 2019 OPPI Conference be used in the Township’s land use planning and climate change mitigation/adaptation planning;

AND THAT, the Planner continue to work with the County and local Indigenous representatives on issues related climate change as well as issues related to the Final Report of the Truth and Reconciliation Commission of Canada.”

The Committee recessed at 7:34 p.m.

The Committee returned to session at 7:43 p.m.

vi) **Report #PD-2020-05 – Opportunities Identified by the Green Energy and Climate Change Working Group.**

Recommendation to Council:

“**THAT**, the Public Information Centre for the Draft Climate Change Plan be held on Saturday, February 22, 2020;

THAT, the Local Climate Change staff member pursue the opportunity for Tay Valley Township to be part of the Home Energy Retrofit Loans Pilot Project;

THAT, the climate lens developed by the Green Energy Climate Change Working Group be presented to Senior Managers by its developer, Bob Argue;

AND THAT, the Planner work with Ministry of Natural Resources and Forestry and the Conservation Authorities on protecting the carbon sinks identified in the Green Gems article by Dr. Paul Keddy.”

vii) **Report #CBO-2020-01 - Building Department Report – January to December 2019.**

Recommendation to Council:

“**THAT**, Report #CBO-2020-01– Building Department Report – January to December 2019 be received as information.”

viii) **Report #PW-2020-01 – Waste Site Security Camera Options.**

Recommendation to Council:

“**THAT**, staff be authorized to proceed with the purchase and installation of the appropriate number of security cameras for the Glen Tay Waste Site;

AND THAT, the purchase of the security cameras be funded through the 2020 operating budget of the Glen Tay Waste Site.”

ix) **Report #CAO-2020–01 – Council Priorities.**

The Committee agreed that the process to set the priorities was course but even so decided to move forward with the current list.

The Chief Administrative Officer clarified the process regarding the service delivery review. The Municipal Modernization Funding Program grant was applied for by the deadline back in December. It is expected that an announcement will be made next week on whether the Township was successful in receiving the funds. This program allows municipalities to apply for funding to undertake expenditure reviews with the goal of finding service delivery efficiencies and lowering costs in the longer term. Some of the criteria include the use of an independent third-party reviewer who would identify savings and efficiencies. It specifically states that it is not a staff cutting exercise.

Even if the grant is obtained, there still may need to be further work conducted in order to complete the service delivery review. The municipality needs to determine what services they wish to continue providing and whether there should be new services introduced or some eliminated. Then the level of service needs to be set. Once that exercise has been complete the next steps will be to determine staffing levels and conduct a pay equity exercise.

Recommendation to Council:

“**THAT**, Staff bring back a report to Council identifying not only those priorities listed in Report #CAO-2020-01 for the Council term but other priorities identified by Staff such as the zoning by-law review, implementing the recommendations coming out of the Climate Change Action Plan, etc. and identify timing, costs, resources and a workplan for each priority.”

- x) **Contractor’s Breakfast.**
Reeve Brian Campbell.

Recommendation to Council:

“**THAT**, the Reeve work with Staff for the Township to host a contractor’s continental breakfast at the Municipal Office from 8:00 a.m. to 9:30 a.m. on a Thursday in March where the Planner, Chief Building Official, the Conservation Authorities and the Septic Inspector could be present to have an open discussion around development in the Township with what is working and what is not, with an overview on tiny homes, secondary suites, an overview of the planning and building departments, the conservation authorities and the septic office, and invite the Ministry of Municipal Affairs and Housing to provide an overview on the Ontario Building Code changes, specifically the Home Construction Regulatory Authority.”

8. **CORRESPONDENCE**

- i) **19-12-19 – Council Communication Package.**

Recommendation to Council:

“**THAT**, the 19-12-19 Council Communication Package be received for information.”

- ii) **20-01-08 – Council Communication Package.**

Recommendation to Council:

“**THAT**, the 20-01-08 Council Communication Package be received for information.”

- iii) **Complaint Summary (as at January 7th, 2020).**

Recommendation to Council:

“**THAT**, the Complaint Summary (as at January 7th, 2020) be received for information.”

9. COMMITTEE, BOARD & EXTERNAL ORGANIZATION UPDATES

- i) **Green Energy and Climate Change Working Group**
Deputy Reeve Barrie Crampton and Councillor Rob Rainer.

The Committee reviewed the minutes that were attached to the agenda.

- ii) **Recreation Working Group** – *deferred to the next meeting.*
Councillor Fred Dobbie and Councillor Beverley Phillips.

- iii) **Fire Board.**
Councillor RoxAnne Darling, Councillor Fred Dobbie, Councillor Mick Wicklum.

The Committee reviewed the minutes that were attached to the agenda.

- iv) **Library Board** – *deferred to the next meeting.*
Councillor Rob Rainer.

- v) **Police Services Board** – *deferred to the next meeting.*
Reeve Brian Campbell.

- vi) **County of Lanark.**
Reeve Brian Campbell and Deputy Reeve Barrie Crampton.

- had discussion about climate action plan at Lanark County; the modernization program funds will be used to hire a student to work with a climate protection program; funds towards an insulation grant program to insulate your home; tree planting, hiring a permanent position, Climate Environmental Services Coordinator
- there has been a recommendation to form a County climate change working group with reps from each municipality so that there is no duplication
- Lanark Lodge is presently a 163 bed nursing home; is close to a class A home but is not; all long term care homes by 2025 have to be brought up to a class A home; the plumbing, electrical are not up to standard, talking about redeveloping Lanark Lodge by 2025; Lanark County is losing \$2.5 million a year at Lanark Lodge; the care is excellent; the salaries are more money than most homes in the area; if decision is to build a new home would have it run by a third party
- at last week's Warden's caucus there was a presentation by EORN regarding cell coverage; they are willing to come to Tay Valley in late April to make the same presentation

- vii) **Mississippi Valley Conservation Authority Board** – *deferred to the next meeting.*
Councillor RoxAnne Darling.

- viii) **Rideau Valley Conservation Authority Board** – *deferred to the next meeting.*
Councillor Gene Richardson.

- ix) **Rideau Corridor Landscape Strategy** – *deferred to the next meeting.*
Reeve Brian Campbell.
- x) **Municipal Drug Strategy Committee** – *deferred to the next meeting.*
Councillor Gene Richardson.
- xi) **Rural Mayors Forum** – *deferred to the next meeting.*
Reeve Brian Campbell.
- xii) **CAO – Active Files.**
Larry Donaldson, Chief Administrative Officer.

- outdoor rinks are ready to go
- change “Special” COW Meeting on March 10th to February 27th

Recommendation to Council:

“**THAT**, the Township place a ¼ page ad in the 2020 Royal Canadian Legion Ontario Command – Service Recognition Book in the amount of \$750 in recognition of the 75th Anniversary of the end of WW2.”

The Committee recessed at 9:30 p.m.
Councillor M. Wicklum and the Planner left at 9:30 p.m.
The Committee returned to session at 9:33 p.m.

9. CLOSED SESSION

- i) **CONFIDENTIAL: Acquisition or Disposal of Land – Glen Tay Waste Site.**

The Committee moved “in camera” at 9:33 p.m. to address a matter pertaining to a proposed or pending acquisition or disposition of land by the municipality or local board regarding the Glen Tay Waste Site and the Chief Administrative Officer, Clerk and Public Works Manager remained in the room.

The Committee returned to open session at 9:57 p.m.

The Chair Rose and reported that the Chief Administrative Officer is to proceed as directed.

The Committee agreed to extend the meeting curfew to 10:30 p.m., if required.

ii) **CONFIDENTIAL: Litigation – Claim No. SC-19-274 (Allan).**

The Committee of the Whole moved “in camera” at 9:57 to address a matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board regarding Litigation – Claim No. SC-19-274 (Allan) and the Chief Administrative Officer, Public Works Manager and Clerk remained in the room.

The Committee returned to open session at 10:12 p.m.

The Chair Rose and Reported that the Chief Administrative Officer is to proceed as directed.

10. DEFERRED ITEMS

**The following items will be discussed at the next and/or future meeting:*

- ***Social Media Policy***
- ***Dark Skies***
- ***Dog Tags***
- ***Access to Township Roads Policy***
- ***Mutton’s Road (issues from Public Meeting)***
- ***Northland Solar Agreement - Outstanding Items***
- ***Norris Road***
- ***Inter-Municipal Recreation Agreement***
- ***Procurement Policy***
- ***Age Friendly Report Recommendations***
- ***Community Benefits Charges***
- ***Energy Conservation & Demand Management Plan***
- ***Tayside Estates – Outstanding Items***

11. ADJOURNMENT

The Committee adjourned at 10:12 p.m.

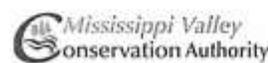
PRESENTATIONS/ DELEGATIONS



Tay Valley Township

2019 Sewage System Re-inspection Program

Prepared For Tay Valley Township
Prepared By Eric Kohlsmith, MRSSO
January 20, 2020



Contents

Executive Summary	5
1 Introduction	6
2 Program Implementation	8
2.1 Inspection Schedule	8
2.2 Property Selection Protocol	9
2.3 Distribution of Request for Participation	10
2.4 Scheduling	10
3 Results and Discussion	11
3.1 Distribution of Sewage System Re-inspections	11
3.2 Class of Sewage System	12
3.3 Class 4 and Class 5 Systems	14
3.4 Class 1, 2, and 3 Systems	14
3.5 Wells and Drinking Water	14
3.6 Tank Inspection	15
3.7 Separation Distances	17
3.8 Sewage System Status	18
3.9 Follow-up and Enforcement	20
4 Program Comparison	21
5 Recommendations	22
6 Conclusions	23

Figures, Tables, Illustration:

Figure 1 Properties Inspected per Lake	11
Figure 2 Property Use	12
Figure 3 System Class per Lake	13
Figure 4 Water Source	15
Figure 5 Tank Material	16
Figure 6 Separation Distance –Tank and Leaching Bed to Water	17
Figure 7 System Status – Mandatory Program	18
Figure 8 Voluntary System Status Results	22
Figure 9 Mandatory Sysytem Status Results	21
Table 1 Mandatory Inspection Schedule	8
Table 2 10 Year Mandatory Inspection Schedule	9
Table 3 Property variance	10
Table 4 System Deficiencies	20
<i>Illustration 1: Concrete Corrosion around Outlet Baffle</i>	16
<i>Illustration 2 – Clogged Effluent filter</i>	16

Appendices

<i>Appendix A Homeowner Package</i>	25
<i>Appendix B Description of a Site Inspection</i>	36
<i>Appendix C Ontario Building Code References</i>	38
<i>Appendix D Program Authority</i>	39
<i>Appendix E Property Selection Protocol</i>	39

Executive Summary

During the 2019 Sewage system Re-inspection program, one hundred (100) properties were inspected on 15 Lakes, listed in the table to the right. Eighty-eight (88) properties were inspected through the Mandatory program while twelve (12) were inspected through the voluntary program. One hundred (100) site visits were conducted. Some properties had more than one sewage system on the property, therefore a total of one hundred and six (106) inspection reports were conducted.

Properties included in the Mandatory program were notified of their appointment in the property owner package and were given the opportunity to arrange a new appointment, if required. Participants were asked to return the questionnaire, included in the property owner information package, to the Mississippi Rideau Septic System Office (MRSSO). Once received, the administration staff entered the questionnaire in our database as being returned. Properties that did not have returned questionnaires were still visited on the set appointment date. If no property owner was home at the time, a notice was left for them to reschedule.

Mandatory	
Lake	Properties
Adam	13
Bennett	8
Bob's	25
Farren	1
Little Silver	1
Long	7
Otty	29
Pike	4
Voluntary	
Big Rideau	3
Bolton Creek	2
Christie	2
Clear	2
Grants Creek	1
Mississippi River	1
O'Brien	1
Total	100

The inspections began on April 25, 2019 and the last inspection was completed on October 21, 2019. Most of the inspections were completed in July, a month when cottagers are most likely to be present.

As a result of the programs, sixty-three (63) systems were identified as having no concern, thirty-eight (38) systems required remedial work, four (4) system replacements were required and one (1) required more information. Note that some properties had more than one system.

In conclusion, the MRSSO was able to:

- Conduct one hundred and six (106) septic re-inspections in 2019; ninety-three (94) Mandatory and twelve (12) Voluntary
- Meet 73% of waterfront property owners on-site and provide information regarding the maintenance and operation of their sewage system;
- Identify 4 systems requiring replacement, therefore removing point source pollution from Bob's and Otty Lakes.

1 Introduction

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

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

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

The Tay Valley Township has led the way locally for the sewage system re-inspection program as well as other initiatives that work towards protecting the quality of surface and ground water. Since the voluntary sewage system re-inspection pilot program on Christie Lake was initiated in 2000, the Township has now conducted approximately 2794 re-inspections across the Township. The program combines the education of the homeowner regarding the maintenance of their sewage system with an inspection component. A follow-up component is also essential to ensure that the program effectively manages identified sewage system problems.

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

In 2012, Tay Valley Township implemented the Mandatory (mandatory) Re-inspection program, on seven lakes within the municipality with the addition of Little Silver Lake and Rainbow Lakes in 2016 (Appendix D), at the request of the Lake Associations. The term Mandatory Program comes from the Ontario Building Code which allows Municipalities the discretion to set up mandatory re-inspection programs. The Voluntary program continues on the remaining lakes and rivers.

The sewage system re-inspection program for 2019 began by selecting properties to be involved (based on a 10 year cycle), contacting property owners, and informing them of the inspection to take place. A site visit was made and either a visual inspection took place, or a visual and a tank inspection was completed. An inspection report was filled out and the owner was notified of any deficiencies to be rectified.

This year, 2019, was the first year in which an electronic form was used to complete the inspection report. Using an ArcGIS product called Survey123, an electronic form with the features of the original Septic Re-inspection Report Form was created. Since this new feature was finalized mid-season, one (1) report was conducted using the previous method of paper copy. This was then later uploaded to Survey123.

The results for the one hundred and six (106) inspections completed in 2019 were compiled and this report is the culmination of those efforts.

2 Program Implementation

2.1 Inspection Schedule

In 2012, By-Law No. 2012-009 was passed to implement a Mandatory Re-inspection program for seven lakes. An inspection schedule (Table 1, below) was developed for the properties that qualified for the program. These properties had systems that were 10 years and older and had not been inspected previously. Table 2 provides for the number of re-inspections over the next five years based on the selection criteria. Voluntary inspections are conducted based on the same parameters as the Mandatory program but are not mandatory and occur on the remaining lakes and rivers in the Township.

Table 1 *Mandatory Inspection Schedule*

Year 1 (2012)		Year 2 (2013)		Year 3 (2014)		Year 4 (2015)	
Lake	# of Properties						
Adams	12	Adams	<i>completed</i>	Adams	<i>completed</i>	Adams	<i>completed</i>
Bennett	10	Bennett	10	Bennett	44	Bennett	23
Bob's	10	Bob's	10	Bob's	19	Bob's	<i>completed</i>
Farren	20	Farren	25	Farren	<i>completed</i>	Farren	<i>completed</i>
Long	14	Long	<i>completed</i>	Long	<i>completed</i>	Long	<i>completed</i>
Otty	10	Otty	28	Otty	<i>completed</i>	Otty	<i>completed</i>
Pike	10	Pike	10	Pike	10	Pike	63
Total = 86		Total = 83		Total = 83		Total = 86	

* property information based on CGIS data in 2011 (best available data)

* undeveloped properties removed

* the number of properties shown represents those that have never been inspected under the program

* the original program began in 2002, therefore the 10 year re-inspection requirement will begin to apply to the mandatory water bodies in 2012, resulting in additional properties on the mandatory water bodies being re-inspected from 2012 forward

* inspections each year will occur first on the properties under the mandatory program, then on properties that are up for re-inspection under the 10-year timeframe, then inspections will occur on properties under the voluntary program to bring the total properties inspected to 200 per year

Table 2 10 Year Mandatory Inspection Schedule

Equalized - Mandatory 10 year Property Selection*

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total
Long	1	8	1	1	8	2	1	12	1	7	42
Farren	2	0	21	1	1	41	9	22	10	21	128
Pike	32	1	34	1	3	58	1	7	19	15	171
Otty	19	1	8	31	31	4	51	11	26	21	203
Adam	2	30	2	0	13	0	2	10	3	5	67
Bob's	19	5	4	41	24	2	4	9	9	12	129
Bennett	64	10	4	25	10	1	34	10	11	1	170
Total	139	55	74	100	90	108	102	81	79	82	910

Equalizing Changes:		
	Otty 30 from 2018 moved to 2019	Bennett 10 from 2018 to 2019
	Bob's 20 from 2018 to 2019	Farren 14 from 2023 to 2024

* Table developed using information in CGIS as of March 2015. Numbers derived from re-inspection age (≥ 10yrs), permit age (≥ 10yrs) and vacant properties removed (MPAC Property Code 100 Series). Numbers will change due to new development/re-development i.e. new sewage systems.

2.2 Property Selection Protocol

The re-inspection program in Tay Valley Township is a combination of mandatory and voluntary inspections, with the goal of conducting 200 inspections of waterfront properties each year. Seven hundred and forty (740) voluntary packages and ninety (90) mandatory property owner packages were mailed out (Appendix A).

Participants were selected using CGIS, the Township's GIS database program. The lakes involved in the 2019 program are outlined in the re-inspection document and were selected using CGIS. Lists were produced meeting the following criteria:

- Waterfront properties that either have a septic permit that is 10 years or older or does not have permit information and has not been re-inspected in the past 10 years and is not vacant.

A property selection protocol has been developed (Appendix E) to ensure the accuracy of the property selection process. The accuracy of the 2019 list was 97.8% based on the responses received from property owners that did not qualify.

For the Mandatory program, eighty-seven (87) properties were inspected, a total of three less than the ninety (90) properties that qualified for 2019. Table 3 shows the variance in inspections per lake.

Table 3 Property variance

Lake	Number to inspect	Actual number inspected	Reason for Variance
Adam	13	13	
Bennett	9	8	(1) Multiple cottages (business), governed by Ministry of Environment.
Bob's	25	24	(1) Scheduling issue; added to list for 2020 re-inspection program.
Farren	1	1	
Little Silver	1	1	
Long	8	8	
Otty	29	29	
Pike	4	4	

2.3 Distribution of Request for Participation

On April 9, 2019, the initial mail out for the Mandatory program was performed. Following the protocol set out in the Mandatory re-inspection by-law; mandatory inspections were completed on properties not previously inspected and those that have not been inspected in 10 years.

The inspections began on April 25, 2019 and the last inspection was completed on October 21, 2019. Most of the inspections were completed in July, the month when cottagers are most likely to be present.

2.4 Scheduling

Once a participant contacted our office, either by returning the questionnaire, calling, faxing, emailing or completing the online questionnaire, the information was recorded in the database under four different categories:

- Questionnaire returned with appointment
- Questionnaire returned without appointment
- Appointment without a Questionnaire
- Removed from list (permit number or reason recorded)

Voluntary program:

- As stated in our information package (Appendix A) appointments are first come, first served. Once the appointments made by property owners are scheduled, returned questionnaires without appointments are scheduled and the property owner notified of the scheduling at least one week in advance. The MRSSO's goal is to schedule 10 appointments per day. This approach was used for both programs, with one change for the

Mandatory program:

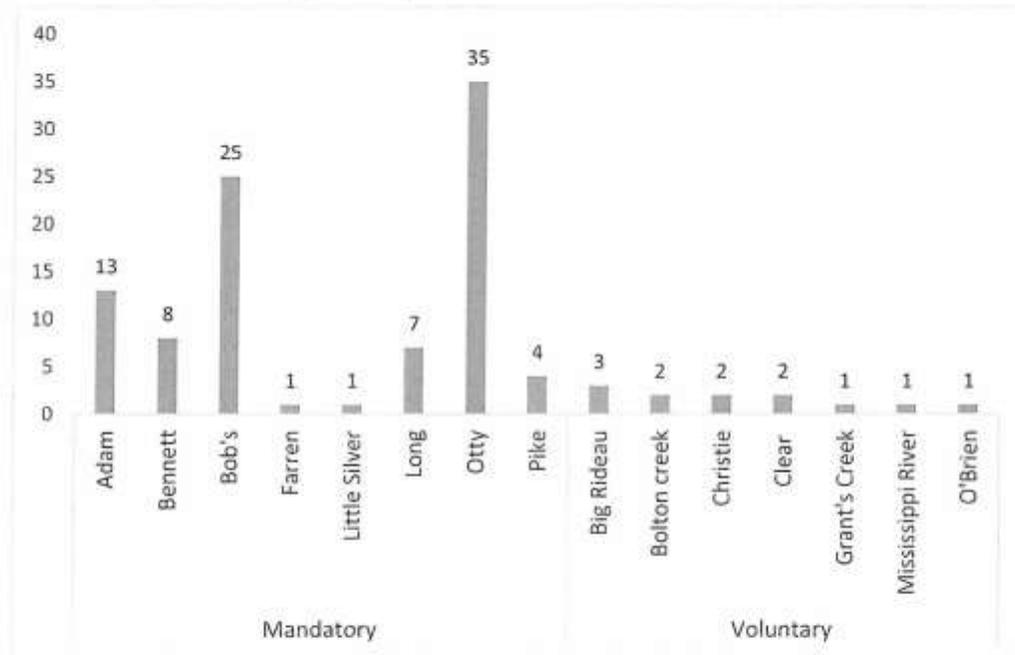
- Property owners were provided with a scheduled appointment with the option to change it upon request, in the property owner's package.
- 73% of property owners were present for the inspection.

3 Results and Discussion

3.1 Distribution of Sewage System Re-inspections

The re-inspection program resulted in one hundred (100) properties visited with one hundred and six (106) inspections completed in 2019 on fifteen (15) different bodies of water shown below in Figure 1.

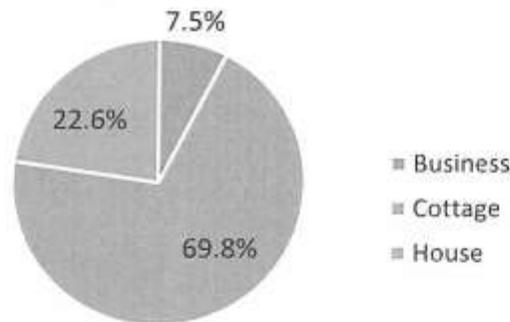
Figure 1 Properties Inspected per Lake



From information collected through the questionnaire, records of mailing addresses, and observations at the time of the inspection, the 106 properties inspected were designated to be cottage, house, or business.

Figure 2 illustrates that seventy-four (74) of the inspections were completed on cottage properties, twenty-four (24) on residential properties, and eight (8) on business properties. The systems on business properties were used for cottage rentals. While residential properties consistently generate more wastewater and have the potential to contribute more nutrients to the environment, seasonal properties often have older, under-sized systems that experience peak flows, which could lead to a greater environmental impact. Therefore, a mix of both seasonal and residential properties is desirable.

Figure 2 **Property Use**



3.2 *Class of Sewage System*

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

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

Class 2 - Greywater Systems

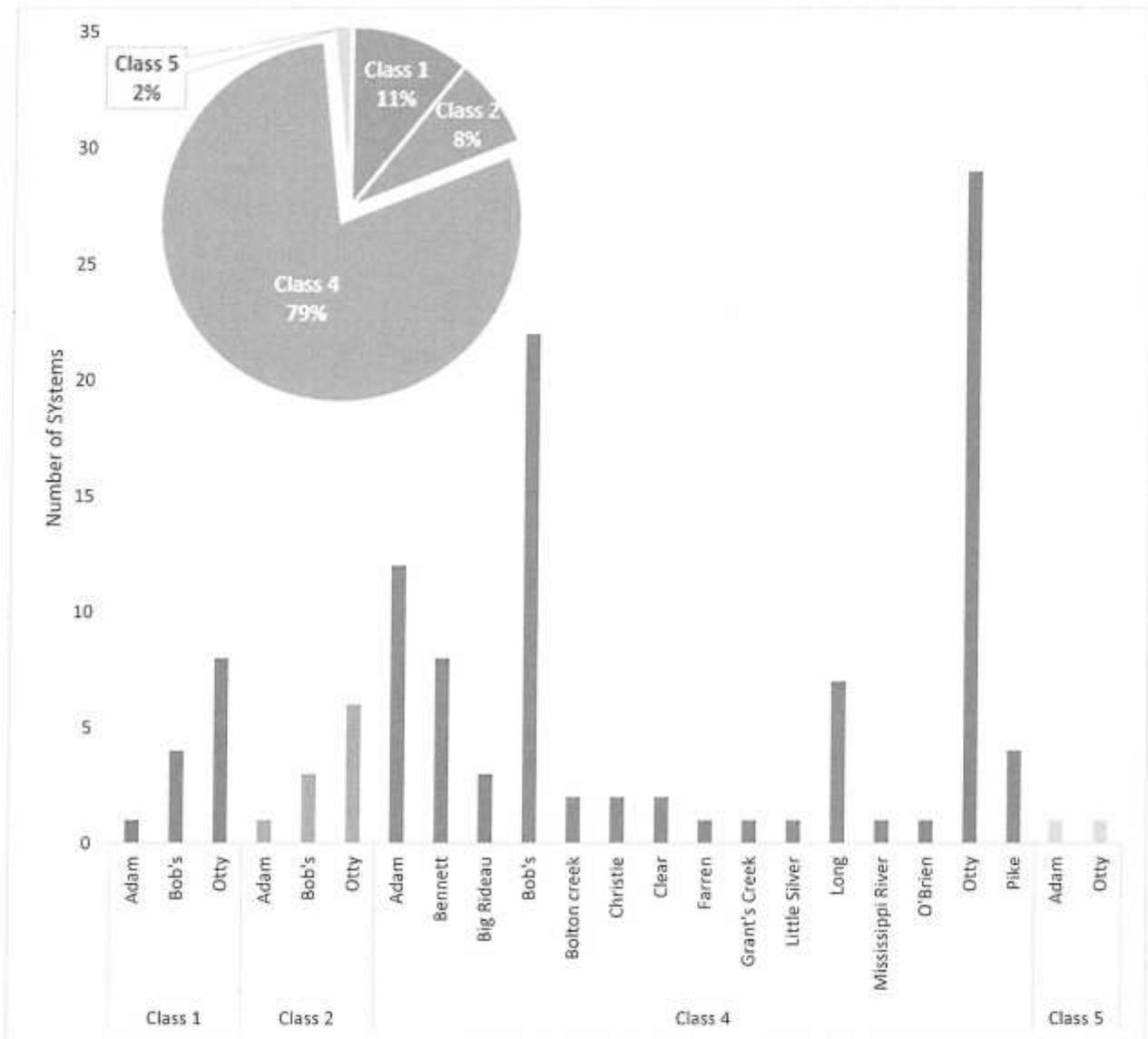
Class 3 - Cesspools

Class 4 – Septic Tank and Leaching Bed

Class 5 – Holding tanks

Figure 3 displays the primary type of on-site wastewater system for each property where it was known, either from the visual inspection, or from information provided by the homeowner.

Figure 3 System Class per Lake



It is not uncommon, and many times it is necessary, for properties to have more than one class of system present on the property. For instance, if the primary class of system is a privy, then generally a Class 2 system is required for greywater treatment. It is strongly recommended that property owners with a Class 4 or Class 5 system direct all sources of greywater to that system unless otherwise approved.

3.3 Class 4 and Class 5 Systems

The most prevalent Class of sewage system found was Class 4 at 78% of the systems inspected. Due to the difficulty in determining the type of Class 4 sewage system in use, and the lack of homeowner certainty, we did not distinguish between the different types of leaching fields of Class 4 systems.

Very stringent requirements are identified in the OBC for allowing the installation of a Class 5 system (holding tank). One of those requirements is that it can be installed only when no other type of Class 4 system, meeting the OBC requirements, can be placed on the property. Two holding tanks were identified during the 2019 re-inspection program.

3.4 Class 1, 2, and 3 Systems

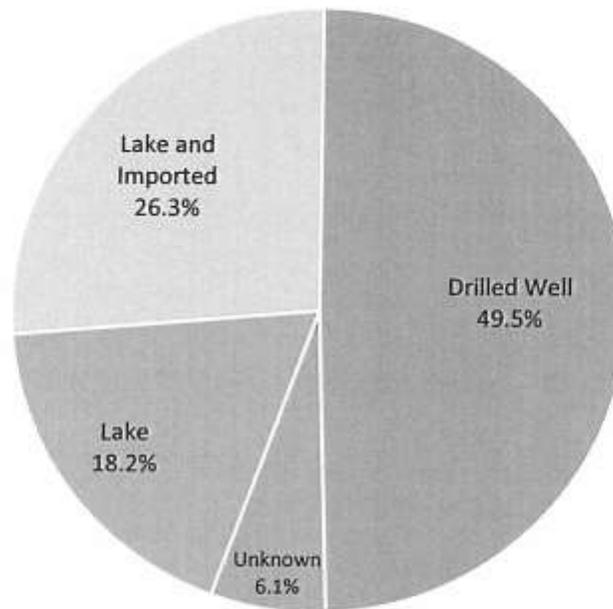
Throughout the inspections, there were thirteen (13) Class 1 and ten (10) Class 2 systems identified. Class 1, 2 and 3 systems are adequate options for protecting the environment when designed and installed correctly. The construction of Class 2 or 3 system requires a permit to construct while a Class 1 does not require a permit, but construction requirements are enforced. A Class 3 system can only receive waste from a Class 1. This type of system is most commonly associated with a composting toilet and the overflow option.

Typically, these classes of system do not provide pre-treatment of wastewater prior to entering the ground and therefore should be considered for use in temporary or very low-use conditions. If these systems are located too close to water, they can have a significant impact on water quality during seasons of peak use.

3.5 Wells and Drinking Water

Information was collected during the field inspection on the source of drinking water, and water treatment practices of the property owners. During the visual inspection, if a pipe pumping water from the water body was visible, and no well was located, then the water source was assumed to be the lake (or river). If no pipe was visible and a well was located, then the water source was recorded as a well. Water source indicated as "unknown" means the water source could not be determined. Information provided by the property owner is more accurate than that found during the visual inspection and is preferable for identifying the water source on-site. Figure 4 illustrates the percentage and type of water supply systems.

Figure 4 Water Source

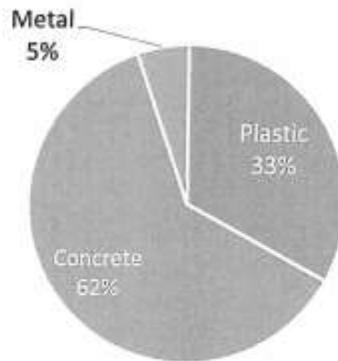


Although the Leeds, Grenville and Lanark Health Unit has free water testing available and water bottles are available for pick up at The Office in Perth, ON, many property owners do not test their drinking water regularly.

3.6 Tank Inspection

The tank material was observed during the tank inspection. If the tank was not uncovered for the re-inspection, the tank material was determined by using a soil probe to locate the tank and to determine the construction material by the sound/feel it created. Of the one-hundred and six (106) inspections, there were ninety-four (94) septic or holding tanks. Figure 5 shows the breakdown for the common tank materials found: concrete, plastic, and metal.

Figure 5 Tank Material



As a result of the re-inspection program, it was noticed that 34.5% of concrete septic tanks had signs of corrosion (Illustration 1). Concrete corrosion can be caused by a build up of gases (from normal operation) reacting with the concrete. The corrosion can cause baffles to fall off, effluent to escape around the outlet pipe and the tank to become structurally unsafe.



Illustration 1: Concrete Corrosion around Outlet Baffle

Effluent filters are generally a plastic screen with narrow slots (1.6 mm opening) which allows the effluent to pass through and helps retain solids in the tank. Not only does the effluent filter reduce solids, but it allows bacteria to grow on the surface providing further treatment. The combined effect means cleaner effluent enters the leaching bed which can extend the life of the system. The OBC requires an effluent filter in every new system installed since 2006; septic installers or sewage haulers can install a filter into an existing tank upon request. Although filters function passively, they do require regular maintenance to ensure proper operation. Regular maintenance requires the filter to be removed from its housing and rinsed off into the septic tank. The MRSSO recommends annual cleaning of the filter. As shown in Illustration 2, an unmaintained effluent filter can clog, potentially causing sewage break-out to the surface of the ground or even a back-up in the dwelling.



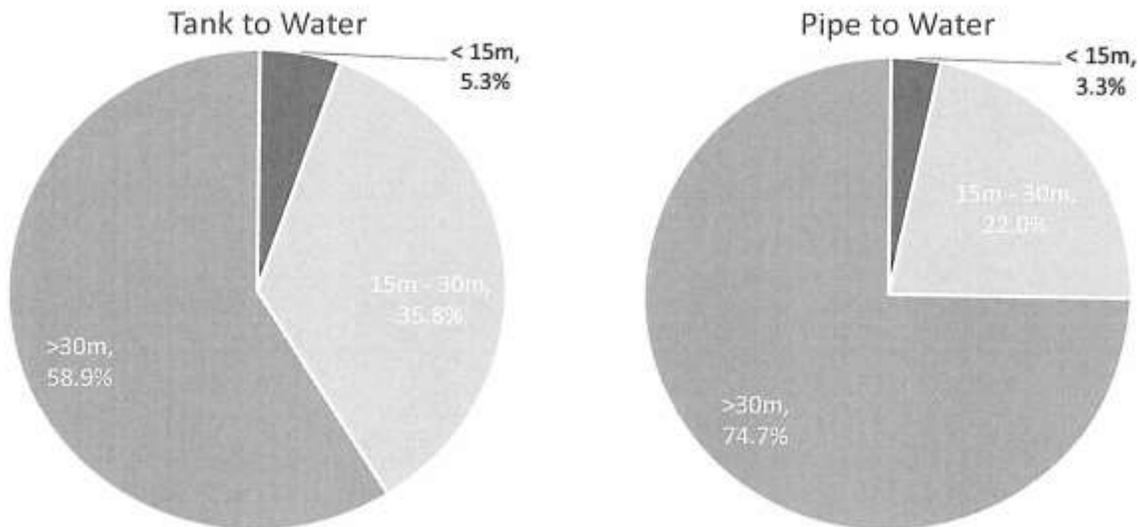
Illustration 2 - Clogged Effluent Filter

3.7 Separation Distances

Horizontal separation distances are measured from the dwelling, lot line, well and shoreline to the sewage system components. Figure 6 represents the separation distance measured from septic/holding tanks and leaching bed to the surface water. The measurements were sorted into three categories:

- Less than 15m (<15m) – Does not meet OBC or Official Plan requirements
- Between 15m – 30m – Meets OBC but does not meet Official Plan requirements
- Greater than 30m (>30m) – Exceeds OBC and meets Official Plan requirements

Figure 6 Separation Distance – Tank and Leaching Bed to Water



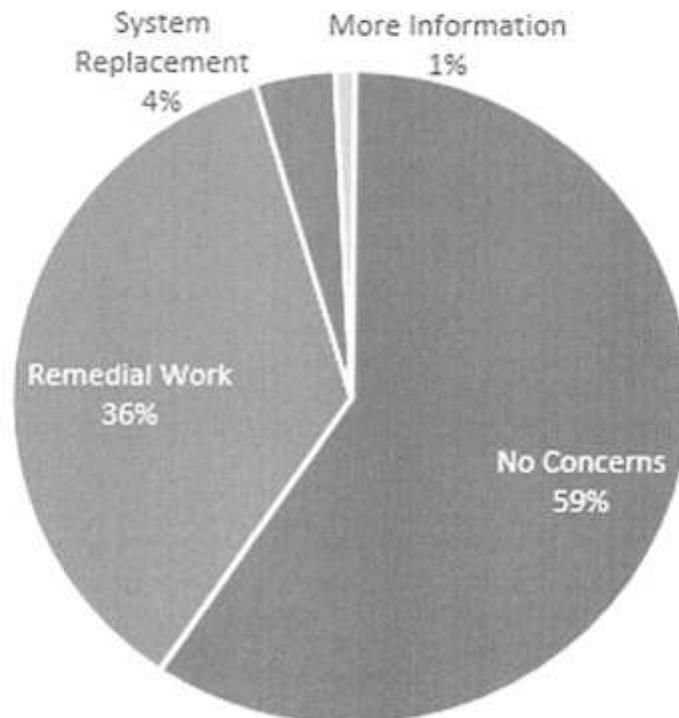
Although a reduced separation distance does not necessarily provide evidence of ground or surface water contamination, it is important to recognize that these systems are present.

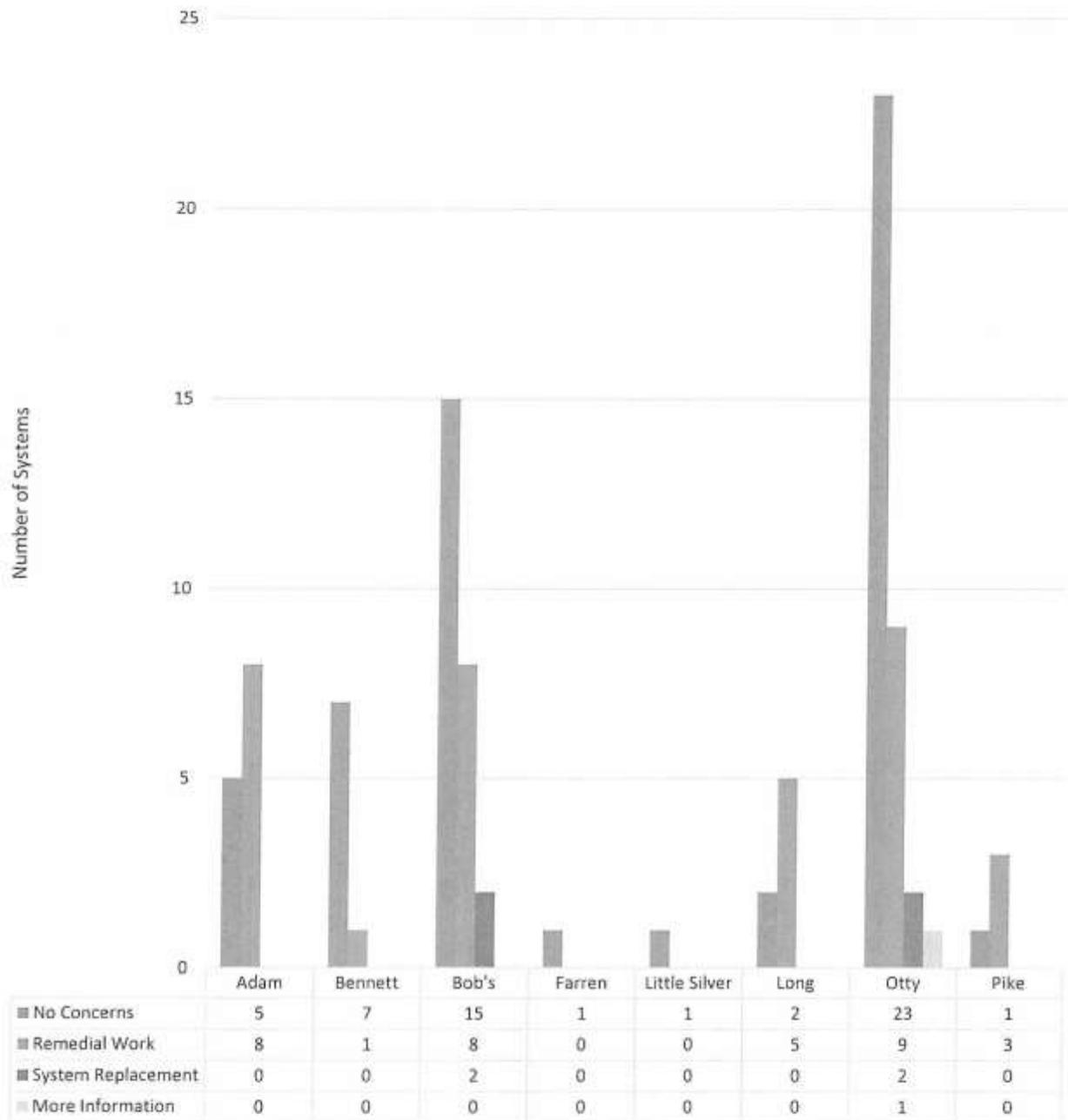
3.8 Sewage System Status

When completing an inspection of the existing sewage system the MRSSO has developed the following terms to identify the overall sewage system status or condition, as shown in Figure 7:

- **No Concern** – At the time of inspection there were no operational and/or maintenance issues identified.
- **Remedial Work Required** – At the time of inspection operational and/or maintenance issues were identified. These issues generally do not require a permit to remedy.
- **More Information Required** – At the time of inspection one or more questions arose regarding the class of system, location of components, water source, pumping, maintenance and/or operation of the system.
- **System Replacement Required** – At the time of inspection it was determined that the on-site system was not being maintained or operated properly and was posing or could pose a risk to human health and/or the environment.

Figure 7 System Status – Mandatory Program





Every septic system requires regular maintenance to ensure it is operating efficiently and safely. System deficiencies are generally classified as remedial work items. Table 4 illustrates the most common deficiencies found during the re-inspection program.

Table 4 System Deficiencies

Pump out required	22
Baffles require maintenance (broken/missing)	7
Effluent above/below operating level of tank	3
Filter cleaned/to be cleaned	5
Tank Corrosion	20
Recommend Risers	1

*note: some properties have more than one sewage system maintenance issue.

3.9 Follow-up and Enforcement

If the re-inspection report was completed on-site using a paper copy, a physical carbon copy of the re-inspection form was left with the property owner or in a visible, protected location (i.e. between doors). If the re-inspection report was filled using the electronic form using Survey123, a results post card (Appendix A) was left onsite and the report was downloaded at the office and returned to the property owner via email, mail or both; whichever was the preferred method. If the property owner was not present during the inspection, the report was sent via email if MRSSO had the property owner's email address or mailed if MRSSO did not have an email address. As a result, property owners have been able to deal with maintenance or operation issue(s) in a timely manner.

Items that require remedial work under the Mandatory program are now required to be followed up with. Property owners have been requested to provide proof of pump-out and additional inspections have taken place for other items. Of the 17 properties requiring follow up, 6 have been completed. Follow-up inspections include site visits, compliance letters and Orders to Comply. The type of enforcement is determined by the severity of the issue. Orders to Comply are issued under the Building Code Act, Division B, Section 8.9 and Division C Section 1.10 of the Ontario Building Code.

Sewage Systems found to be malfunctioning or posing a risk to human health or the environment will require replacement. The four (4) systems identified in the 2019 program are seasonal. These properties have been notified the systems are expected to be replaced or removed by summer 2020.

4 Program Comparison

The initial Mandatory Re-inspection program was established over a 4-year period, from 2012-2015, to complete inspections on all qualifying properties on Adam, Bennett, Bob's, Farren, Long, Otty and Pike Lake. Prior to the Mandatory program, these Lakes were included in the Townships voluntary program. *Figure 8* outlines the system status for the lakes during 2008-2011, when the inspections were voluntary, *Figure 9* provides the comparison of the same lakes from 2012 to 2015 under the Mandatory Program. As illustrated, the percentage of systems identified that required replacement under the voluntary program was 3% compared to 11% during the first four years of the Mandatory Program.

Figure 8 Voluntary System Status Results

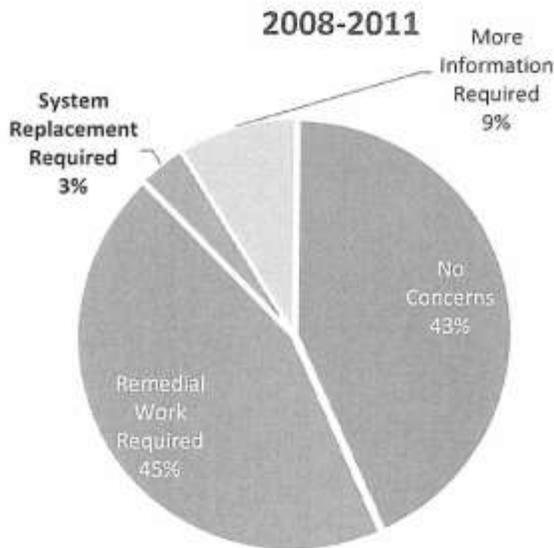
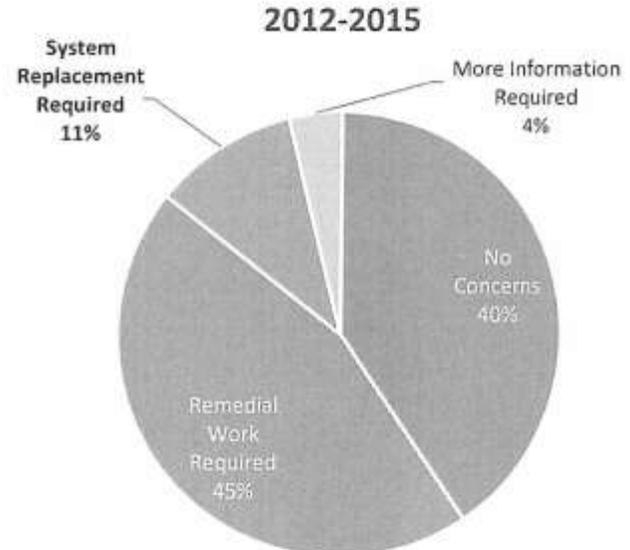


Figure 9 Mandatory System Status Results



5 Recommendations

While the 2019 Septic Re-inspection Program for Tay Valley Township was successful, MRSSO outlines recommendations that can be used in the following years in an effort to streamline the process and make any possible improvements. Some of these recommendations are MRSSO internal changes and will be used to improve all re-inspection programs in a general manner. These recommendations include:

- Continued Mandatory and Voluntary Septic Re-inspection Program,
- Follow up initial voluntary mail-out to promote increased participation for the Voluntary Septic Re-inspection Program,
- With the assistance of Township staff, arrange presentations for Lakes involved in 2020 program,
- Use of Survey123 electronic form for all septic re-inspections to avoid discrepancies,
- Update to Survey123 to better accommodate report factors such as holding tanks, remedial work required, etc. (This will require use of technical services), and
- Increase the MRSSO locating and excavation fee to \$80 (\$40 per lid). This better represents the cost and time associated with locating and excavating. The fee will be continued to be charged at the discretion of MRSSO staff and only in agreement with the property owner.

6 Conclusions

The 2019 program completed a full inspection on all properties selected. Approximately 59% of these systems had no concerns. It should be noted that the age of a system was not a significant factor in deficiencies identified. In turn, the diligence of the property owner in regard to the operation and maintenance of their system had a greater impact on the deficiencies identified.

Four (4) properties were re-inspected where it was determined that system replacement would be required. Only one of these systems was a Class 4 sewage system. The other three (3) systems that required replacement were greywater systems; including one (1) outdoor shower.

Interaction with property owners during the re-inspection program this year was very positive. Approximately 78% of property owners were able to be present during the re-inspection. Most of the homeowners encountered were very supportive of the re-inspection program.

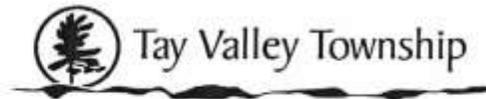
One hundred (100) properties were inspected on fifteen (15) Lakes. Eighty-eight (88) properties were inspected through the Mandatory program while twelve (12) were inspected through the voluntary program. The program identified four (4) systems requiring replacement, which will aid in the prevention of pollution along our waterways. The rest of the re-inspections provided insights on sewage system maintenance and operation standards. This insight, along with the continued re-inspection program in future years will provide major preventative action towards ensuring a cleaner and safer environment.

Having homeowners excavate their tanks prior to re-inspection will be continued in the 2020 re-inspection season. This enabled a much more efficient re-inspection process.

Continued emphasis will be placed on attending Lake Association functions and offering information seminars to the public regarding changes to the program and the maintenance and operation of sewage systems within the Township. The opportunity to hear the concerns of waterfront property owners and address misconceptions regarding sewage systems and the re-inspection programs is beneficial in promoting the proper maintenance and operation of sewage systems and identifying areas of concern.

The MRSSO's continued commitment to the property owners of Tay Valley Township is to provide fair, accurate and timely service. It is hoped that the momentum of the sewage system re-inspection program continues in the coming years, as it is a valuable asset to the health of the environment and the community.

Appendix A Homeowner Package



THE VOLUNTARY SEWAGE SYSTEM RE-INSPECTION PROGRAM IS AN IMPORTANT PART OF COUNCIL'S ENVIRONMENTAL STRATEGY.

A properly functioning septic system is an integral part of a healthy lake environment. Improperly maintained systems can be a significant contributor of nutrient and bacteriological pollution to an adjacent water body. The Septic Re-Inspection Program is aimed at achieving a better understanding of system function, increasing owner education and preventative measures. The implications of poor maintenance are costly to the owner and to the community. Our program history shows owners are committed to protecting their lake lifestyle, as is the Township.

The Mississippi/Rideau Sewage System Office (MRSSO), on behalf of the Tay Valley Township, will be conducting re-inspections in your area this summer. The MRSSO is a co-operation between the Rideau Valley and the Mississippi Valley Conservation Authorities, contracted to conduct the Sewage Re-Inspection Program. Re-inspections can be scheduled to better accommodate property owners wishing to be on-site. If you wish to be present during the re-inspection of your property, appointments will be made on a first come, first served basis during the dates outlined in the accompanying Program Procedure. In addition, we are asking that you have your sewage tank located and the lids exposed (excavated) prior to the arrival of MRSSO staff. If you require MRSSO staff assistance to locate/excavate the tank a \$20/lid (usually 2 lids) to a maximum of \$40 total will be charged for this service and again invoices will be issued in late fall at the end of the Program.

Please see the attached Septic Re-inspection Procedure for instructions on preparing for the inspection including filling out and returning the enclosed questionnaire.

Your active involvement in the Septic Re-Inspection Program begins with filling in the accompanying questionnaire to the best of your ability. After the re-inspection is completed, advice on proper maintenance will be provided both in person and in the report left onsite. If necessary, the MRSSO will initiate a dialogue and define an action plan with owners of systems deemed to be a concern to the environment or to public health. Owners of systems found to be installed, operating and maintained properly, but which are not in compliance with current requirements of Part 8 of the *Ontario Building Code* will be advised the system is likely to require upgrade or replacement prior to further site development. Funding assistance may be available for septic replacement depending on eligibility criteria.

Any comments regarding the Program in general or Council's strategy can be directed to Noelle Reeve, the Township Planner at (613) 267-5353. Program specifics or questions about your involvement in the Program should be directed to the MRSSO, (613) 253-6000

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

Noelle Reeve, Planner

PROGRAM AUTHORITY:

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

PERSONAL INFORMATION:

Collected as part of the Sewage Re-inspection Program will be used to facilitate communication between the Township, MRSSO and individual owners and will be protected in a confidential manner in accordance with the Municipal Freedom of Information and Protection of Privacy Act. A summary report, containing no owner names, will be prepared for public viewing. Questions about the collection of personal information should be directed to Noelle Reeve

Mailing Address

Date

Voluntary Sewage System Re-Inspection Program Procedure

1. The first step, if you choose to voluntarily participate, is to complete and return the questionnaire. Please fill in, sign, and return the questionnaire by fax, mail, email or now online, as soon as possible, to the number or address provided. Do not feel as though the form must be fully completed to return it to us; every bit of information is useful.

Classes of Sewage Systems Inspected:

Class 1-Earth Pit Privy, Composting Toilet..
Class 2-Greywater Pit
Class 3-Cesspool- Waste from a Class 1
Class 4-Septic Tank & Leaching Field
Class 5-Holding Tank

The intention of the Questionnaire is to provide our office with basic information regarding your sewage system(s) and its location on your property. Unfortunately the township does not have this information for every property.

The Questionnaire can be filled out and returned online at:
<http://mvc.on.ca/mrso-questionnaire/> . The Questionnaire only needs to be sent in using one of the listed methods above.

2. **Appointments** are not required but can be made between 9 am – 4 pm on a first come, first served basis, by contacting the MRSSO. If an appointment is not arranged, the MRSSO will schedule the re-inspection and notify you one week in advance.
3. The MRSSO requests that you expose both lids on your septic tank (most tanks have 2). **There will be a \$40 (\$20/lid) maximum charge for the MRSSO to assist in locating and excavating the septic tank lids.** This fee will be invoiced upon completion of the re-inspection. **No cost will be incurred if excavation is not required.** The MRSSO will re-cover the tank when the inspection is completed (at no cost) unless it is determined that a pump-out is required. The tank inspection includes a visual inspection of the tank components and measurement of sludge and scum in the tank. **Please do not pump tank before the re-inspection.**

Page 1 of 2

4. The septic re-inspection will include the following items:

- Determining location of all systems
- Measurement of separation distances to key lot features
- Visual inspection of tank structure
- Measurement of tank contents – **Please do not pump tank before inspection.**
- Visual inspection of bed
- Briefing the homeowner on proper system maintenance and operation.

5. A copy of the septic re-inspection report will be left on-site.

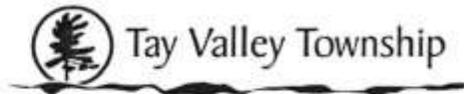
The primary role of the MRSSO, as the administrators of the re-inspection program, is to educate property owners about their onsite waste treatment system and any deficiencies with it. Our secondary role is to ensure that unsafe systems are reported to the appropriate Authority, based on the requirements of Part B of the Ontario Building Code. You, as the property owner, can expect the re-inspection, communication of results, and all inquiries to be dealt with in a professional manner.

Thank you in advance for your co-operation. We know you share the Township's desire to protect our water resources and ultimately the value of waterfront property around the lakes within the watersheds. Your participation in this program will assist in providing continued enjoyment of a clean, healthy waterfront environment for generations to come.

Yours Truly,



Eric Kohlsmith | Re-inspection Program Coordinator | 613-253-0006 ext. 256 | septic-inquiries@mvc.on.ca



SEWAGE SYSTEM RE-INSPECTION IS AN IMPORTANT PART OF COUNCIL'S ENVIRONMENTAL STRATEGY

[Date]

For over ten years Tay Valley Township has had a voluntary septic re-inspection program. Mandatory Re-inspections are new in the province and result from changes to the *Ontario Building Code* in January 2011 to implement requirements of the *Clean Water Act*. A properly functioning septic system is an integral part of a healthy lake environment. Improperly maintained systems can be a significant contributor of nutrient and bacteriological pollution to an adjacent water body. The Septic Re-Inspection Program is aimed at achieving a better understanding of system function, increasing owner education and preventative measures. The implications of poor maintenance are costly to the owner and to the community. Our program history shows owners are committed to protecting their lake lifestyle, as is the Township.

In the fall of 2011, the Lake and Property Owner Associations for Adam, Bennett, Bob's, Farren, Long, Otty and Pike Lake requested that Tay Valley Council consider implementing a program of mandatory septic re-inspections on these lakes. As Council agreed to the request, your property is included in the Tay Valley Township Mandatory Septic Re-inspection Program. In 2016, Little Silver and Rainbow Lakes Property Owners Association followed the same procedure to be included in the 2017 Mandatory Re-Inspection Program. To protect the water quality of your lake, you may schedule an appointment with the Mississippi Rideau Septic System Office (MRSSO) for the inspection at no cost to you. If you choose, you may be present for the inspection, but if it is not convenient you are not required to be present for the inspection. Alternatively, you may hire a third party certified inspection service to do the inspection.

Please see the attached Septic Re-inspection Procedure for instructions on preparing for the inspection including filling out and returning the enclosed questionnaire.

Your active involvement in the Septic Re-Inspection Program begins with filling in the accompanying questionnaire to the best of your ability. After the re-inspection is completed, advice on proper maintenance will be provided both in person and in the report left onsite. If necessary, the MRSSO will initiate a dialogue and define an action plan with owners of systems deemed to be a concern to the environment or to public health. Owners of systems found to be installed, operating and maintained properly, but which are not in compliance with current requirements of Part 8 of the *Ontario Building Code* will be advised the system is likely to require upgrade or replacement prior to further site development. Funding assistance may be available for septic replacement depending on eligibility criteria.

Any comments regarding the Program in general or Council's strategy can be directed to Noelle Reeve, the Township Planner, at (613) 267-5353 ext. 128. Program specifics or questions about your involvement in the Program should be directed to Eric Kohlsmith, at the MRSSO, (613) 253-0006 ext. 256.

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

Noelle Reeve, Planner
Tay Valley Township

PROGRAM AUTHORITY:

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

PERSONAL INFORMATION:

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

Mailing Address

Date

5 Easy Steps to Your Mandatory Sewage System Re-Inspection Program

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

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

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

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

Step 1 — Complete and return the attached questionnaire

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

Fax: 613-253-0122

Email: septic-inquiries@mvc.on.ca

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

Questionnaire can be filled out and returned online at <http://mvc.on.ca/mrssl-questionnaire/>.

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

Step 2 — Scheduled appointment

The re-inspection of your property LOCATION, is mandatory and will be conducted on DATE. If you would like to arrange an alternative inspection appointment, please contact our office - 613-253-0006 ext. 258 or septic-inquiries@mvc.on.ca.

Step 3 — Dig Your Lids

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

If you are unable to dig out your own lids, there will be a \$40 (\$20/lid) maximum charge for the MRSSO to assist in locating and excavating the septic tank lids. This fee will be invoiced upon completion of the re-inspection. No cost will be incurred if excavation is not required.

The MRSSO will re-cover the tank when the inspection is completed (at no cost) unless it is determined that a pump-out is required or you plan on conducting a pump out. The tank inspection includes a visual inspection of the tank components and measurement of sludge and scum in the tank.

Please do not pump tank before the re-inspection.

Step 4 — Inspection

The septic re-inspection will include the following:

- Location of all system elements
- Measurement of separation distances to key lot features
- Visual inspection of tank structure
- Measurement of tank contents – **Please do not pump tank before inspection.**
- Visual inspection of bed
- Briefing the homeowner on proper system maintenance and operation.

Step 5 — Review your Re-inspection Report

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

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

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

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

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

Yours truly,



Eric Kohsmith, MRSSO Re-inspection Program Coordinator
613-253-0006 ext. 256
septic-inquiries@mvc.on.ca

Questionnaire

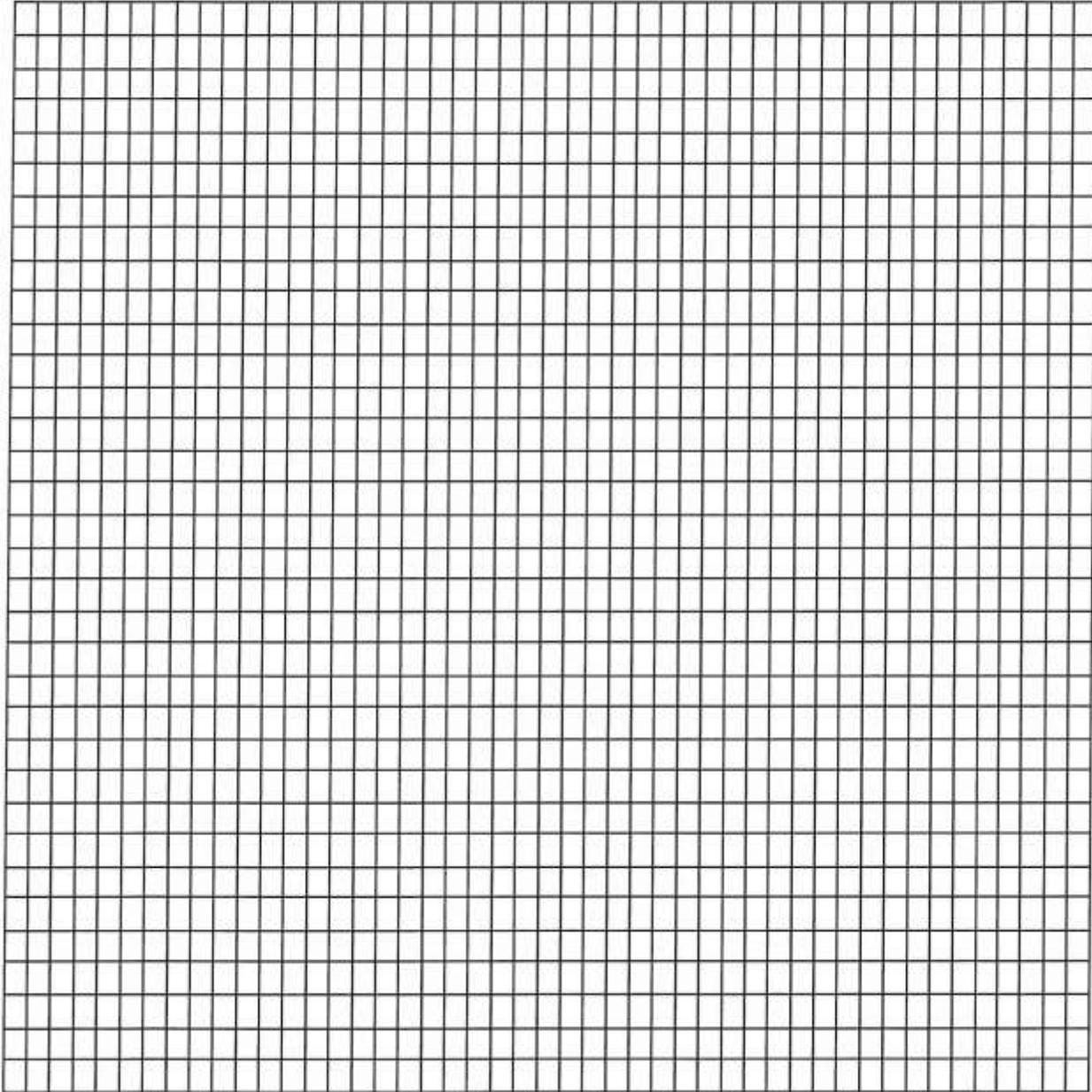
Please fill out as much information as possible, **as best as you can**, and return to the above address. Old septic or well records are excellent resources for the more technical questions. Mark any applicable boxes. If you select 'Other' please specify. Please use the space noted as '**Correction**'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

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

Participant Signature: _____ Participant Name: _____
(Signature) (Please Print)

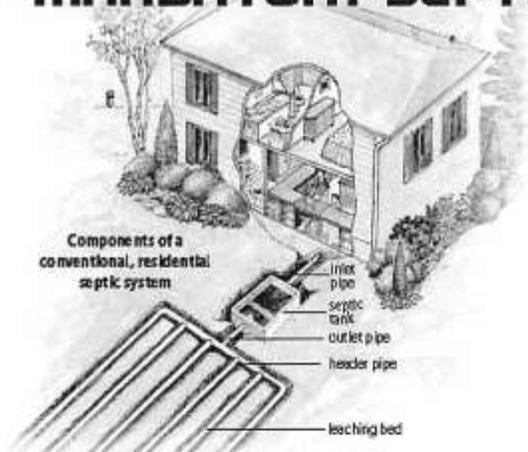
Site Sketch

Please include the **locations** as well as the distances between any **septic components** (tank, bed, privy, greywater pit), **structures** (house, shed, garage), **water bodies** (lakes, rivers, creeks, wetlands), **farming activities**, or **wells**.



Participant Signature: _____ Participant Name: _____
(Signature) (Please Print)

MANDATORY SEPTIC RE-INSPECTION PROGRAM



Your township is committed to protecting the health of the watershed. Your participation in this re-inspection program will ensure a safe home with healthy groundwater and surface water and the continued enjoyment of a clean, healthy waterfront environment for generations to come.

Questions? Contact: Eric Kohlsmith
 Mississippi Rideau Septic System Office (MRSSO)
 10970 Highway 7, Carleton Place, ON K7C 3P1
 T 613-253-0006 ext. 256 F 613-253-0122
 Email: ekohlsmith@mrv.ca



For the health of your home, your lake and your community!

MANDATORY SEPTIC RE-INSPECTION PROGRAM RESULTS:

Inspection No. _____ Inspection Date _____

System Class Class 1 (Privy/Composting Toilet) Class 2 (GW Pit) Class 3 Class 4 Class 5

System Status

- NO CONCERNS
- REMEDIAL WORK REQUIRED
- SYSTEM REPLACEMENT REQUIRED
- MORE INFORMATION REQUIRED

Remedial Work Required

- PUMP OUT REQUIRED
- MONITOR CORROSION IN TANK
- BAFFLE REQUIRED INLET OUTLET
- REMOVE TREES & SHRUBS FROM LEACHING BED

Recommendation

- HIGH LEVEL ALARM
- EFFLUENT FILTER
- TANK LID RISERS

Comments

Do

- familiarize yourself with the location of your system
- keep the tank access lid secured to the truer at all times
- keep an "as-built" system diagram in a safe place for reference
- keep accurate records of septic system maintenance and service calls
- test your well water at least three times a year – spring, summer and fall – for indicator bacteria
- have your tank inspected for sludge and scum buildup on a regular basis (3-5 years) and clean out when a third of the depth of your tank is full of sludge and scum
- have your effluent filter checked and cleaned every year, if you don't have an effluent filter, consider adding one
- divert surface water away from your leaching bed
- conserve water in the house to reduce the amount of wastewater that must be treated
- repair leaky plumbing fixtures and replace inefficient toilets with low-flush models
- consider installing a lint filter on your washing machine's discharge pipe
- spread the number of loads of laundry throughout the week

Don't

- enter a tank – gases and lack of oxygen can be fatal
- put cooking oils or food waste down the drain
- flush hazardous chemicals, pharmaceuticals, cigarette butts or sanitary products
- use a garbage disposal unit (garburator) unless your system has been designed for it
- use special additives that are claimed to enhance the performance of your tank or system – you don't need them!
- dig without knowing the location of your leaching bed
- drive or park over your tank or leaching bed
- pave over your leaching bed
- allow livestock on the leaching bed
- plant trees or shrubs too close to the septic tank or leaching bed
- connect rain gutters, storm drains, sump pumps or allow surface water to drain into a septic system
- connect leaching bed or greywater system to agricultural field drainage
- discharge water softener backwash to the septic system unless your system has been designed for it
- drain hot tub and spa water to the septic system

Thank you for your participation — your report will be emailed within 5 business days

Appendix B *Description of a Site Inspection*

Tank Inspection

The septic tank is located first by visually inspecting the property for signs of a system, using metal probes and information provided by the property owner. Once the tank was located both the inlet and outlet access ports are uncovered, and the soil placed on a tarp for tidiness. The lids are removed using a crow bar or shovel to 'crack' it open, or break the seal which forms over time if it is a concrete lid. The lids are lifted off with a 'J-hook', a long handled hook which allows two people, on either side of the lid to safely and easily lift off the heavy lid.

A visual inspection of the tank condition is made, and a measurement of the solids content is taken. A sludge judge is used for to take the measurement and is essentially a clear plastic tube with a ball valve on the bottom and 1 foot increments marked on the side of the tube. The judge is lowered into the first chamber of the tank and a cross section of the contents in the tank is obtained. The judge is then pulled out of the tank and the depth of the solids is noted. Often the ball valve plugs up and the contents run out of the bottom. In that case the solids in the bottom are felt by a change in density and the depth is noted.

A visual inspection of the baffles is done as well as a check that the partition wall is in working order. If the solids in the second chamber are as high as the first chamber it can be an indication that the partition wall has suffered some damage. We also check for roots in the tank, and look for the presence of effluent filters before replacing the lids and restoring the area to its original condition.

One of the most frequent questions a homeowner asks is "How often should I pump my tank?" Most government documents and information publications suggest that a septic tank should be pumped out every 3-5 years. Another resource is the OBC, which requires that a septic tank be pumped out when the sludge and scum occupy 1/3 of the working capacity of the tank (8.9.3.4.(1)). This will prevent the sewage from traveling too quickly through the septic tank, not allowing the solids and fats to properly separate from the effluent. To give the homeowner, on an individual basis, an estimation of the frequency for pumping out their septic tank, the depth of sludge and scum was measured during the tank inspection.

Estimated Septic Tank Pumping Interval in Years

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

Visual Re-Inspection

The visual re-inspection consists of a walk around the property looking for water sources, sewage systems or any suspicious things such as pipes to the surface. Measurements are taken between the sewage system components and water bodies, as well as to water sources. A GPS reading is taken at the shoreline, all sewage system components, and wells.

The operation or failure of the bed was assessed by looking for conditions of lush vegetation, wet areas, surface discharge, tree or root growth, side slopes and erosion control.

Appendix C Ontario Building Code References

System Classification

Class 1 – all privies (portable, earth pit, vault, chemical, incinerating and composting).

Class 2 – a greywater system

Class 3 – a cesspool

Class 4 – a leaching bed system

Class 5 – a holding tank

8.1.2.1(1)

Minimum Clearances for Classes 1, 2 and 3

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

Minimum Clearances for Treatment Units

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

Minimum Clearances for Distributing Piping

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

Minimum Clearances for Holding Tanks

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

Appendix D Program Authority

Voluntary

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

The authority for the Mississippi Valley Conservation and Rideau Valley Conservation Authority, and other enforcement agencies, to conduct inspections of potentially unsafe sewage systems is provided by BCA s.15.9(1). This act provides inspectors with the right of entry onto land "to determine whether a building is unsafe", under part 1 of the OBC an on-site sewage system is treated as a building and BCA s.15.9(3) deems a sewage system to be "unsafe" if it is not maintained or operated in accordance with the BCA and the OBC. BCA s.18 outlines the powers that an inspector may exercise for the purposes of carrying out an inspection. If the inspector finds the system to be "unsafe", he or she may make an order under BCA s.15.9(4) setting out the steps necessary to render the building safe, and may require that the steps be taken within a certain period of time. This enforcement for the Tay Valley Township will be carried out by their Chief Building Official (CBO) or his/her appointed representative.

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

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

Mandatory

See Tay Valley Township By-Law # 2012-009
Appendix E Property Selection Protocol

Tay Valley Township:

Voluntary Septic Re-Inspection Property Selection Protocol

Contents

Purpose _____ **42**
Point Form Overview _____ **43**
Detailed Standard Operating Procedure _____ **44**
Property Selection Example: _____ **49**
Identified Issues and Corrective Steps: _____ **50**

7 Purpose

The following protocol was developed to describe the current property selection procedure and identify any issues with the procedure. The Protocol shall be updated when required or at least once a year as indicated in the file name

Property Selection Protocol mm-dd-yyyy.docx

8 Point Form Overview

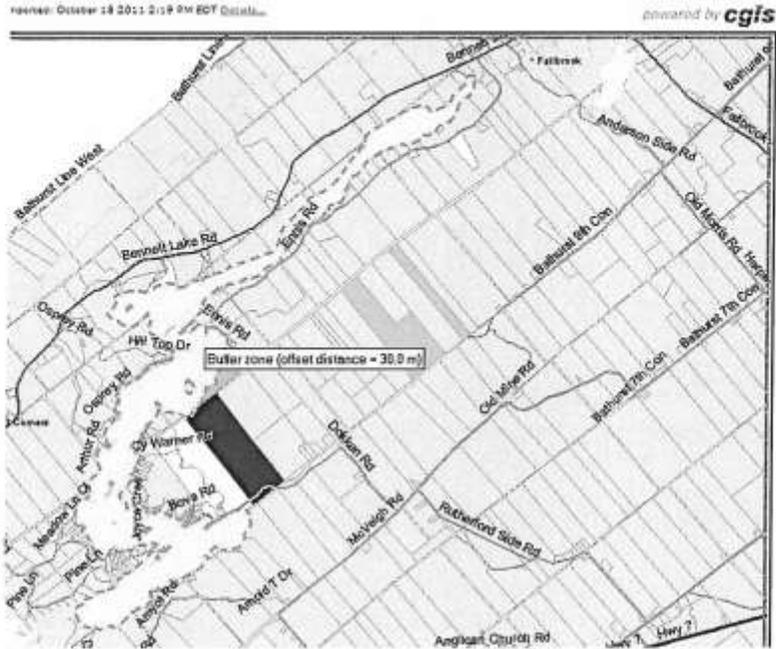
Instructions on how to select targeted properties using SLIM:

1. Start in May of current Year
2. Select a lake using the Lake Rotation Table
3. Log into SLIMS and create 30 meter buffer around a selected lake
4. Highlight desired layer and select within. i.e. Re-inspection...
5. Run mail list report (or custom report) and download into and Excel Workbook
6. Use roll numbers from worksheet to conduct search for properties that do not meet search criteria
7. Repeat steps 3 thru 6 to obtain the following information:
 - 1) septic permit >10 year ago
 - 2) has no permit
 - 3) has not been re-inspected
 - 4) the property is not vacant
8. Complete the same process for other lakes.
9. Sort worksheets from step 7 to create Master Mail-out worksheet.

9 Detailed Standard Operating Procedure

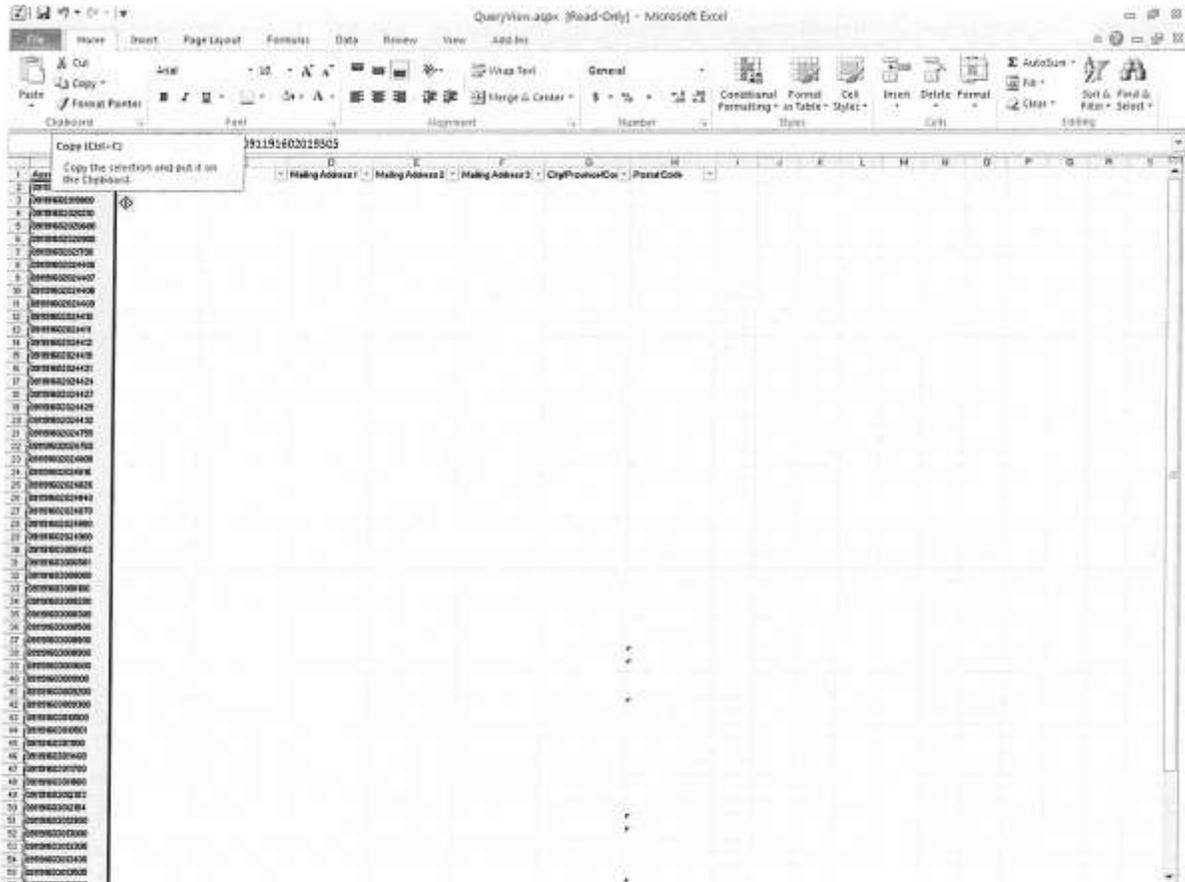
- Starts in May of current year
- Septic permit information and septic re-inspections are updated by CGIS twice annually – generally January and July
- The selection process starts with the lake rotation table.
- After lakes are selected the process is based on information provided to CGIS

- This buffer selection process is based on one provided by CGIS upon our request for assistance and is as follows:
 - Log into SLIMS and zoom to whatever Lake you are working on
 - Ensure the SLIMS Selection Mode is set to Intersection:
 - Right click on the map – Help – Preferences
 - Change Selection Mode to Intersection, if it's not already set
 - Turn on the Septic Reinspections layer
 - Select the lake you'd like to find the properties on
 - Create a buffer of, for example, 10 meters – 30m used - if that's far enough.



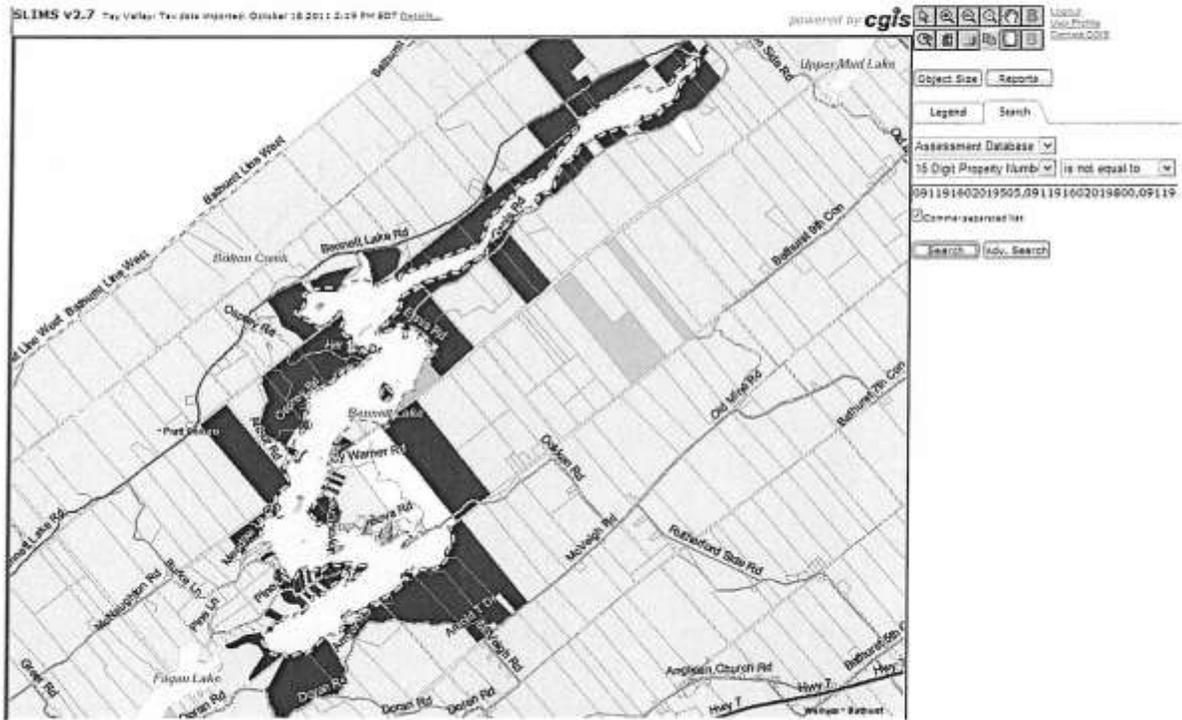
the buffer:

- Right click on the map – Select – Within
- Highlight the Septic Reinspection layer from the list, press OK (this will highlight all the properties that already have inspections done on that lake)



- Back in SLIMS
- Highlight the buffer again
 - Right click on the map – Select – Within
 - Highlight the Parcels layer from the list, press OK
- Under Search – paste the 15 digit property number list in the search box
 - Change the search criteria from “Contains” to “is not equal to”
- Check off the “comma separated list” box
- Press the Search button

- When the Search Results window comes up, check off the “Only show records that link to the selected features on map” box
- The Search Results will now display ONLY the parcels on that lake that DO NOT have a septic inspection registered with that 15-digit property number”



The process is repeated to create lists based on the following parameter . . .

- Total Parcels
 - Septic Permit
 - Re-Inspection
 - MPAC Property Codes (Vacant Property)
- Lists are then sorted against each other to obtain the end result – waterfront properties that either have a septic permit that is 10yrs or greater or does not have permit information, has not been re-inspected in the past, and is not vacant.
 - The process is completed for the other lakes.

A Master Mail out Excel Workbook is then created from the individual Excel Workbooks.

10 Property Selection Example:

For example our search for Bennett lake resulted in:

- 214 total parcels within 30m of the lake (waterfront)
- 180 parcels either have a septic permit that is 10yrs or greater or does not have permit information
- 128 parcels have not been re-inspected in the past
- 91 properties are not vacant (MPAC property codes are used to determine if a property is vacant)

***Therefore on Bennett Lake, 91 parcels are waterfront properties that either have a septic permit that is 10yrs or greater or does not have permit information, has not been re-inspected in the past, and is not vacant.**

11 Identified Issues and Corrective Steps:

The following table lists current issues and corrective steps the MRSSO has identified with the current selection process. An amended protocol will be created once all comments have been received.

Current Procedure	Identified Issue	Corrective Step
<i>Starts in May of current year</i>	Timeline too narrow	Selection process should begin in March to allow for cross-referencing of hard copy material – i.e. property files
<i>Septic permit information and septic re-inspections are updated by CGIS twice annually – generally January and July</i>	Report on Roll Numbers that do not link to a property should be requested to ensure accuracy of data	<ul style="list-style-type: none"> o Requested report from CGIS on Oct. 19/11 on incorrect Roll numbers to be researched and corrected by the next CGIS update (January 2019). o Have roll numbers auto filled in database to prevent entry error. o Research cost of an online CGIS based data form for permit and re-inspection entry. o Create a report of properties with septic permits but no permit number – work with Tay Valley to fill in gaps – co-op student may be utilized - We will look into ability to have student assistance for task.
<i>After lakes are selected the process is based on information provided to CGIS</i>	Property selection currently is not accurate	Other solutions should correct issue
<i>Right click on the map – Select – Within</i>	It has been noted that this can result in varying results when selecting – Bennett lake varied from 214 to 2008 parcels within the buffer.	Consulted with CGIS on Oct. 19/11 regarding issue.
<i>Lists are then sorted against each other to obtain the end result...</i>	Lists are sorted using the sort A-Z function in Excel and then duplicates are removed manually – the manual removal can cause an inaccurate list.	<ul style="list-style-type: none"> o Two identical files should be created and items sorted and removed and then compared for accuracy o Research other means in sorting or gathering data to eliminate the manual procedure.



Tay Valley Township

2019 Re-Inspection Results



MississippiRideau
SEPTIC SYSTEM OFFICE



Mandatory	
Lake	Properties
Adam	13
Bennett	8
Bob's	25
Farren	1
Little Silver	1
Long	8
Otty	29
Pike	3
Voluntary	
Big Rideau	3
Bolton Creek	2
Christie	2
Clear	2
Grants Creek	1
Mississippi River	1
O'Brien	1
Pike	1
Total	100

Participation

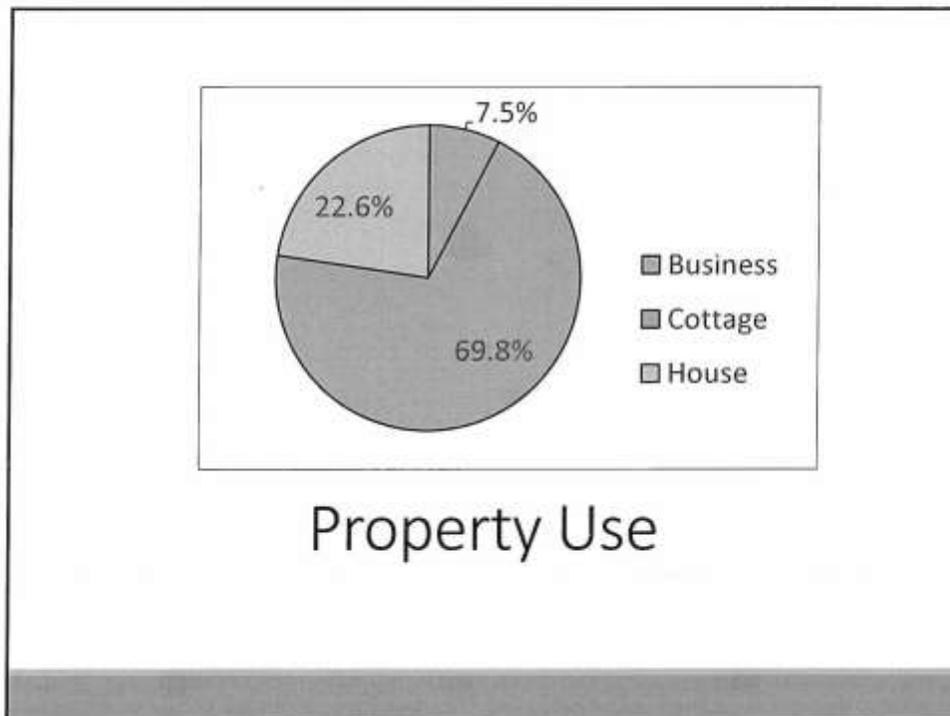
Conduct one hundred and six (106) septic re-inspections in 2019; ninety-three (93) Mandatory and thirteen (13) Voluntary

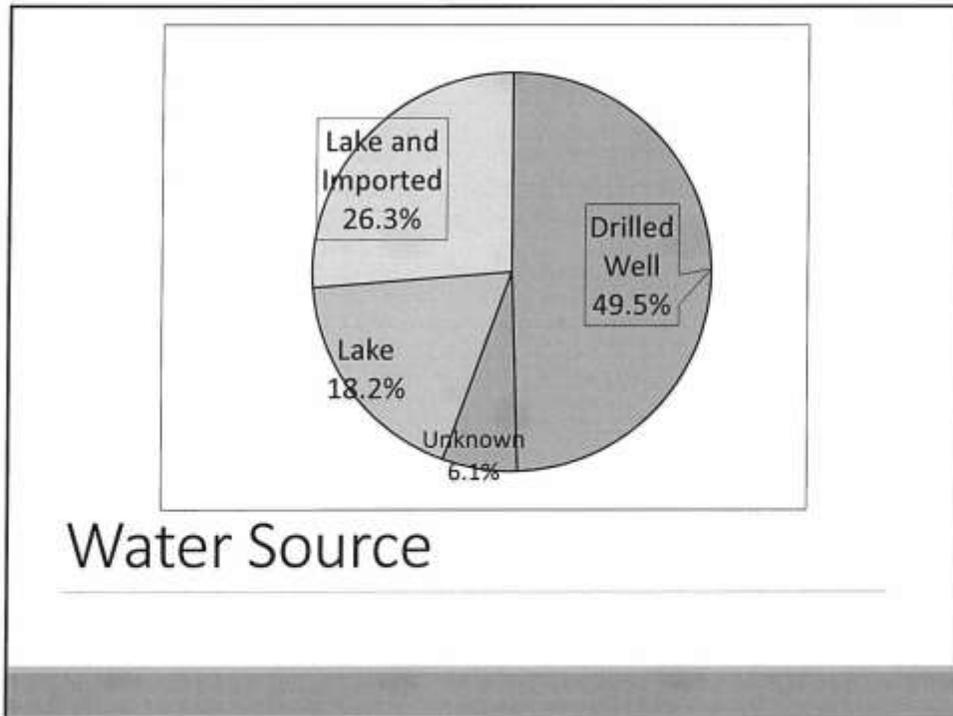
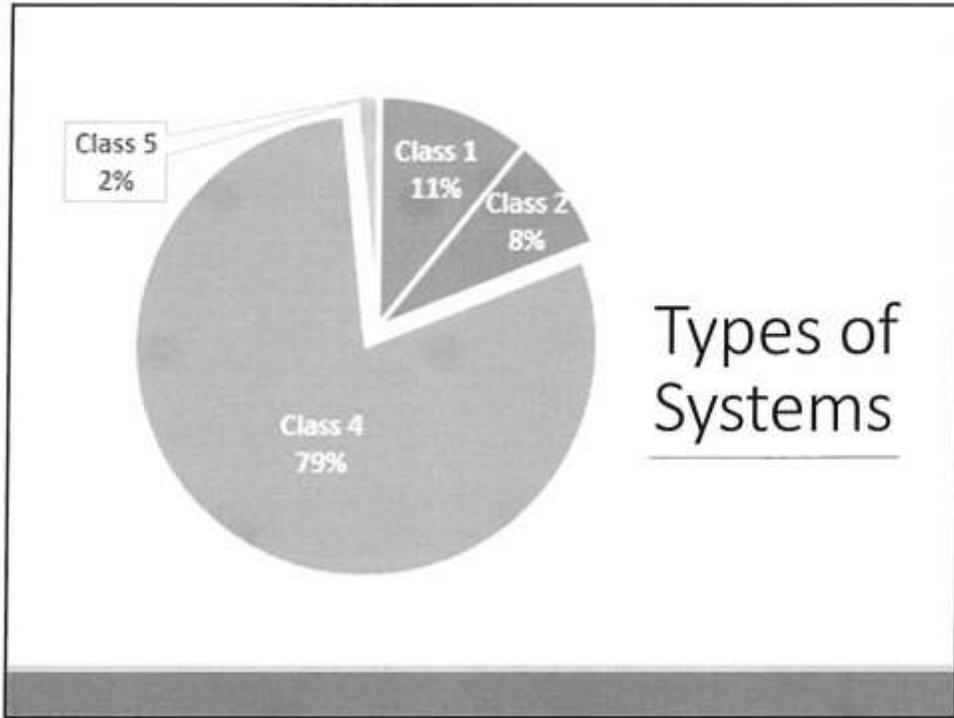
Meet 78% of waterfront property owners on-site and provide information regarding the maintenance and operation of their sewage system;

Identify 4 systems requiring replacement

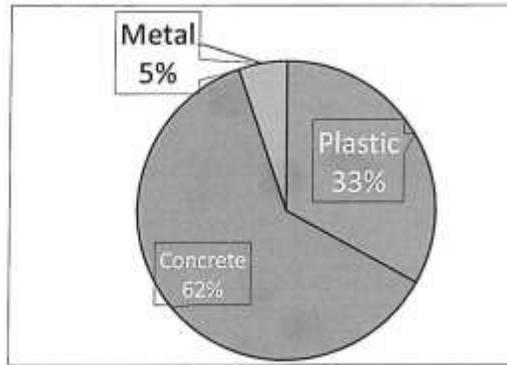
Lake	Number to inspect	Actual number inspected	Reason for Variance
Adam	13	13	
Bennett	9	8	(1) Multiple cottages (business), governed by Ministry of Environment.
Bob's	25	24	(1) Scheduling issue; added to list for 2020 re-inspection program.
Farren	1	1	
Little Silver	1	1	
Long	8	8	
Otty	29	29	
Pike	4	4	

Inspection Schedule

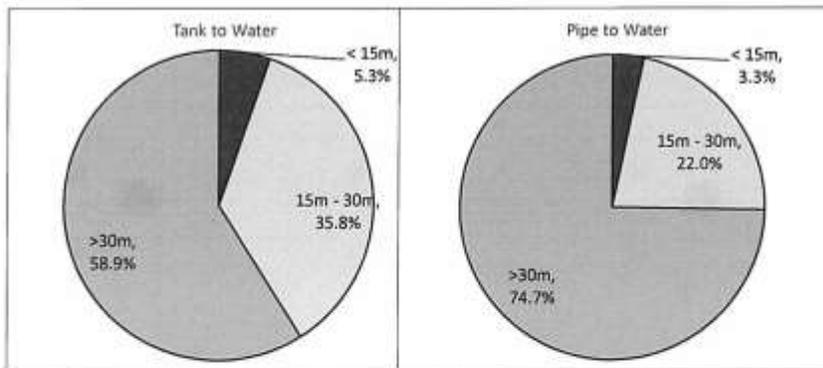




Tank Inspection



Separation Distance

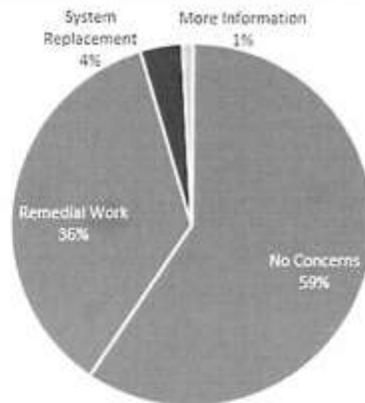


System Status – at the time of Inspection

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



System Status – at the time of Inspection



Pump out required	22
Baffles require maintenance (broken/missing)	7
Effluent above/below operating level of tank	3
Filter cleaned/to be cleaned	5
Tank Corrosion	20
Recommend Risers	1

*note: some properties have more than one sewage system maintenance issue.

System Deficiencies

Recommendations

Continued Mandatory and Voluntary Septic Re-inspection Program,

Follow up initial voluntary mail-out,

Arrange presentations for Lakes involved in 2020 program,

Use of Survey123 electronic form for all septic re-inspections to avoid discrepancies,

Update to Survey123 to better accommodate report factors such as holding tanks, remedial work required, etc.

Increase the MRSSO locating and excavation fee to \$80 (\$40 per lid), with the property owner.

Thank you



MississippiRideau

SEPTIC SYSTEM OFFICE

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

Eric Kohlsmith
Septic Inspector



Mississippi Valley
Conservation Authority



RIDEAU VALLEY
CONSERVATION AUTHORITY

BY-LAWS

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2020-001

MUNICIPAL FUNDING AGREEMENT AMENDMENT ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE (THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO)

WHEREAS, Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

AND WHEREAS, Section 5 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS, the Association of Municipalities of Ontario and Tay Valley Township entered into an agreement with an Effective Date of April 1, 2018 (By-Law No. 2018-031), to undertake activities under Ontario's Main Street Revitalization Initiative (hereafter the "Agreement");

AND WHEREAS, the Parties now wish to amend the Agreement to, amongst other things, extend the Project Completion Date, and the Agreement's terms provide for its amendment under section 2.2;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township enacts as follows:

1. GENERAL REGULATIONS

THAT, the Reeve and Clerk are hereby authorized on behalf of the Corporation of Tay Valley Township to execute an amending agreement to Ontario's Main Street Revitalization Initiative with the Association of Municipalities of Ontario, attached hereto as Schedule "A".

2. ULTRA VIRES

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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2020-001**

3. EFFECTIVE DATE

ENACTED AND PASSED this 28th day of January, 2020.

Brian Campbell, Reeve

Amanda Mabo, Clerk

THE CORPORATION OF TAY VALLEY TOWNSHIP BY-LAW NO. 2020-001

SCHEDULE "A"



AMENDMENT TO MUNICIPAL FUNDING AGREEMENT ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE

This Amendment

BETWEEN:

Association of Municipalities of Ontario

(referred to herein as "AMO")

AND:

The Township of Tay Valley

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

WHEREAS AMO and the Recipient entered into an agreement with an Effective Date of April 1, 2018, to undertake activities under Ontario's Main Street Revitalization Initiative (hereafter the "Agreement"); and

WHEREAS the Parties now wish to amend the Agreement to, amongst other things, extend the Project Completion Date, and the Agreement's terms provide for its amendment under section 2.2.

THEREFORE the Parties agree to amend the Agreement through this amendment agreement (the "Amendment") as follows:

- (i) setting aside the definition of "Project Completion Date" in section 1.1 of the Agreement and replacing it with:
"Project Completion Date" means the Recipient must complete its Project under this Agreement by October 31, 2020.
- (ii) setting aside section 2.1 of the Agreement and replacing it with the following:

2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including October 31, 2020.
- (iii) setting aside section 6.7 of the Agreement and replacing it with the following:

6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after October 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- (iv) setting aside section 7.3 of the Agreement and replacing it with the following:

200 University Ave. Suite 801
Toronto, ON, M5H 3C6

www.amo.on.ca
amo@amo.on.ca

Tel 416. 971.9856
Fax 416. 971.6191

Toll Free in Ontario
877.426.8527

- 7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO by October 31, 2020. Specifically the Results Report shall report on all items listed in section 7.2 of this agreement up to the Project Completion Date and document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

The Parties further agree that:

1. **Defined Terms.** Any capitalized term used in this Second Amendment, but not expressly defined herein, shall have the same meaning given to it in the Agreement.
2. **Agreement Continues.** The Parties acknowledge that the Agreement continues as a valid and binding agreement, subject only to the terms and conditions of this Amendment, and that all other terms and conditions of the Agreement still apply, the necessary changes having been made.
3. **Effective Date of Amended Terms and Conditions.** The terms and conditions within this Amendment affecting the Agreement are effective as of the date of AMO's signatures below.

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Amendment as of the dates indicated below:

The Township of Tay Valley

Brian Campbell
Reeve

Date:

Amanda Mabo
Clerk

Date:

Association of Municipalities of Ontario

Brian Rosborough
Executive Director

Date:

Afshin Majidi
Director, Finance and Operations Centre

Date:

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2020-002

INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP) RURAL AND NORTHERN STREAM TRANSFER PAYMENT AGREEMENT (CHRISTIE LAKE NORTH SHORE ROAD)

WHEREAS, the Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy;

AND WHEREAS, the Government of Canada announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth;

AND WHEREAS, the federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province;

AND WHEREAS, under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP, this stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs;

AND WHEREAS, Tay Valley Township has applied to the Province for ICIP Funds to assist in carrying out a rural and northern stream project;

AND WHEREAS, the Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement the Project as defined in Schedule “C” in the Agreement;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township enacts as follows:

4. GENERAL REGULATIONS

- 1.1 **THAT**, the Reeve and Clerk are hereby authorized on behalf of the Corporation of Tay Valley Township to execute the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP) Rural and Northern Stream for Christie Lake North Shore Road with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, attached hereto as Schedule “A”.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2020-002**

5. ULTRA VIRES

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.

6. EFFECTIVE DATE

ENACTED AND PASSED this 28th day of January, 2020.

Brian Campbell, Reeve

Amanda Mabo, Clerk

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2020-002**

SCHEDULE "A"

Case #2019-03-1-1296162057

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
RURAL AND NORTHERN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream Project (the "**Agreement**") is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Agriculture, Food and Rural Affairs

("Ontario" or the "Province")

- and -

THE CORPORATION OF TAY VALLEY TOWNSHIP

(CRA#867315699)

(the "**Recipient**")

BACKGROUND

The Investing in Canada Infrastructure Program ("ICIP") is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada ("**Canada**") announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agreed, amongst other things, to provide contribution funding to the Province under the rural and northern communities infrastructure funding stream of ICIP. This stream supports projects that improve the quality of life in rural and northern communities by responding to their specific needs.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a rural and northern stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as defined in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency;
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency; or
- (d) The Agreement and the *Rural and Northern Communities Funding Stream Ontario Program Guidelines* of March 2019 ("the Guidelines"), the Agreement will prevail.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** The 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.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** Subject to sections C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) and D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and 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 that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) the Recipient has read and understood the Bilateral Agreement;
 - (h) changes to the Project will require the Province's and Canada's approval, which may be subject to the terms and conditions of the Bilateral Agreement;
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- (i) entering into of the Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under the Agreement; and
 - (j) that complete, diligent and timely implementation of this Agreement within the funding limits and deadlines specified herein is imperative.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed the Agreement on the dates set out below.

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

Date

Name: Ernie Hardeman
Title: Minister of Agriculture, Food and Rural Affairs

AFFIX
CORPORATE
SEAL

THE CORPORATION OF TAY VALLEY TWSHP

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE "A" – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference 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) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) "include", "includes", and "including" denote that the subsequent list is not exhaustive.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

"Aboriginal Community" has the meaning ascribed to it in section I.1.1 (Definitions).

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

"Asset" means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

"Authorities" means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

"Bilateral Agreement" means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

"Business Day" means any working day the Province is open for business, 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 not open for business.

“**Canada**” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“**Committee**” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“**Contract**” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“**Effective Date**” means the date of signature by the last signing party to the Agreement.

“**Eligible Expenditures**” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“**Environmental Laws**” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“**Evaluation**” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“**Event of Default**” has the meaning ascribed to it in section A.12.1 (Events of Default).

“**Expiry Date**” means the expiry date set out in Schedule “B” (Specific Information).

“**Federal Approval Date**” means the date on which Canada has approved the Project

identified in Schedule "C" (Project Description, Financial Information, Timelines, and Project Standards).

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

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

"Holdback" means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

"ICIP" means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the "Background" to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

"Ineligible Expenditures" means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

"Loss" means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

"Maximum Funds" means the maximum Funds amount set out Schedule "B" (Specific Information).

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

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Person" means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or

agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Timelines” means the Project schedule described in Schedule “C” (Project Description, Financial Information, Timelines and Project Standards).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project will be situated within, and will be for the direct benefit of, rural and or northern community with a population of 100,000 people or less based on 2016 Statistics Canada Census Data;
- (e) the Project meets and will continue to meet all of the program's eligibility criteria, construction conditions and the Recipient will abide by all of the Province's and Canada's respective requirements set out in the Guidelines, including the financial, contractual and reporting requirements; and
- (f) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and

- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless it is extended by a written agreement pursuant to section 4.1 or terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. Subject to the terms and conditions of this Agreement and only after the Effective Date, the Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with Schedule "J" (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account the Recipient designates, provided that the account:

- (i) is at a branch of a Canadian financial institution in Ontario; and
- (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with

the progress of the Project;

- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) federal and provincial ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient; and
 - (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce the amount of Funds or terminate the Agreement in response to a reduction or absence of an appropriation federally or provincially, reduction to ministerial funding levels, or Canada's failure to make payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures that are necessary to carry out the Project on and after the Federal Approval Date;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's

immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario.

A.4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from the Funds;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds fifty percent of Total Eligible Expenditures (as identified in Schedule "C"), the Province or Canada may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or Province or Canada may reduce their respective contributions under the Agreement by an amount equal to the excess; and
- (c) if the Total Financial Assistance received in respect of any Project exceeds the one-hundred percent (100%) of Total Eligible Expenditures, the Province may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce its contribution under the Agreement by an amount equal to the excess.

~~A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.~~

A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding in respect of the Project ("**Holdback**") up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded to the satisfaction of Canada and the Province.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

~~A.5.5 Disposal of Assets.~~ The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset during the Asset Disposal Period.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or 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 by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

- A.7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:
- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
 - (b) all non-financial records and documents relating to the Funds or otherwise to the Project.
- A.7.4 Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of the Project;
 - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
-
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
 - (c) share any documents, records and findings with Canada.
- A.7.6 Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;

- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.
- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, 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 the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure 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 \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 Proof of Insurance.** At the Province's request, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any

of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any costs for the Project without the Province's prior written consent;
- (b) cancel all further instalments of Funds;
- (c) demand the payment of any Funds plus Interest Earned remaining in the possession or under the control of the Recipient; and
- (d) Subject to the limits of the Bilateral Agreement, determine the reasonable costs for the Recipient to wind down the Project and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(c); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 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 or to discontinue the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient plus Interest Earned;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used plus Interest Earned, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient plus Interest Earned;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), 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 Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;

- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial 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 Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **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 set out in Schedule "B" (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the 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.
- A.14.6 **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, health or economic programs or the provision of direct or indirect support to members of the public in connection with social, health or economic policy.

A.15.0 NOTICE

A.15.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule "B" (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and

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- (b) apply only to the specific obligation referred to in the waiver.

A.18.3 **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 in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, 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.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The 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 the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 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.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (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 for such period as the Province determines appropriate and may deduct amounts owing as a result of such Failure from the funds owing under this Agreement.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5

(Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal

Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community with an interest in the Project.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
 - (b) prior to submitting a request for payment in respect of the Project under the Agreement,

- (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has title to and ownership of any real property necessary for the completion of the Project; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

**SCHEDULE "B"
SPECIFIC INFORMATION**

B.1.0 EXPIRATION DATE

B.1.1 Expiration date. The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 Maximum Funds. Maximum Funds means the sum of Canada's Maximum Contribution and Ontario's Maximum Contribution.

B.3.0 ONTARIO'S MAXIMUM CONTRIBUTION

B.3.1 Ontario's Maximum Contribution. Ontario's Maximum Contribution means \$519,777.68, rounded to two decimal places.

B.4.0 CANADA'S MAXIMUM CONTRIBUTION

B.4.1 Canada's Maximum Contribution. Canada's Maximum Contribution means \$779,744.49, rounded to two decimal places.

B.5.0 ADDRESSEES

B.5.1 Addressees. All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPRural@ontario.ca</p>
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Contact information for the purposes of Notice to the Recipient	Address: Tay Valley Township 217 Harper Road, RR4 Perth, Ontario K7H 3C6 Attention: Amanda Mabo, Clerk Email: clerk@tayvalleytwp.ca
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[SCHEDULE "C" - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS FOLLOWS]

SCHEDULE "C"
PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The project involves the reconstruction of approximately 2.7km of Christie Lake North Shore Road, from Christie Lake Road to Christie Lane, and includes pulverizing existing roadway, raising the road profile, road widening, culvert replacement and ditching, clearing and brushing, new asphalt road surface, new guiderail and signage.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$1,559,488.98, rounded to two decimal places.

C.2.2 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places.

C.2.3 Percentage of Federal Support. Percentage of Federal Support means 50%, rounded to two decimal places.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal approval date means July 23, 2019.

C.4.0 PROJECT STANDARDS

C.4.1 Canada's Requirements. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada's *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.5.2 Minor Changes to the Project Description, Financial Information, Timelines and Project Standards.** Subject to sections C.5.1 (Province's and Canada's Consent) and C.5.3 (Amending the Agreement for Minor Changes to the Project Description, Financial Information, Timelines, and Standards), changes that, in the opinion of the Province, are minor may be made, in respect of the Project, to Schedule "C" (Project Description, Financial Information, Timelines and Project Standards).
- C.5.3 Amending the Agreement for Minor Changes to the Project Description, Budget, Timelines and Project Standards.** Any change made pursuant to section C.5.2 (Minor Changes to the Project Description, Financial Information, Timelines and Project Standards) must be documented through a written agreement duly executed by the respective representatives of the Parties.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE "D" REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 Reporting Requirements. Reports shall be submitted in a manner, format acceptable to the Province, by the due date specified by the Province. Electronic formats or further direction on how to complete the forms will be supplied to the Recipient of all Reports. The Reports will require the Recipient to provide the Province with an attestation as to the accuracy of the information contained therein. The Recipient acknowledges and agrees it will provide such attestation in the applicable Report prior to submitting the Report to the Province.

Reports shall include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (Expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other pertinent information regarding the Project.
- (b) **Claim and Progress Report.** The Claim and Progress Report provides an update on the Project's status, as well as a breakdown of amounts that are being claimed for reimbursement.

Claims may be submitted as frequently as needed, but no less than twice a year (if costs have been incurred). If no costs have been incurred in the previous six months, the Recipient will notify the Province that no claim is being submitted for that period. When submitting claims, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup must be provided at the time of claim submission, as directed by the Province.

The Recipient will include an updated record documenting its consultation with Aboriginal Groups, if consultation with any Aboriginal Community is required, in its Progress Report or upon request by the Province or Canada.

If requested by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

- (c) **Final Report.** The Final Report summarizes the Project's final timelines, costs, and outcomes. It may also include a Declaration of Substantial Completion and a Declaration of Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (d) **Other Reports.** On or before such date and with such content as the Province directs, the Recipient must provide the Province with other Reports, including but not limited to:
- (i) Climate Change Resilience Assessments;
 - (ii) Greenhouse Gas Emissions Assessments; and
 - (iii) Community Employment Benefit Assessments.

D.2.0 CHANGES TO SCHEDULE "D" (REPORTS)

D.2.1 **Minor Changes to the Reporting.** Subject to section D.2.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule "D" (Reports) that, in the opinion of the Province, are minor.

D.2.2 **Amending the Agreement for Minor Changes to the Reporting.** Any change made to this Schedule "D" (Reports) pursuant to section D.2.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule "B" (Project Specific Information).

D.3.0 COMPLIANCE AUDIT(S)

D.3.1 **Compliance Audit(s).** Without limiting the generality of section A.7.4 (Records Review), the Recipient may be required by the Province, at its own expense, to retain an independent third party auditor to conduct one or more compliance audits of the Recipient. If applicable, the audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. The audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Subject to the terms and conditions of this Agreement, Eligible Expenditures shall only include all direct and necessary costs for the successful completion of the Project, and that are in the Province's and Canada's sole and absolute discretion, properly and reasonably incurred and paid to an arm's length party as evidenced by invoices, receipts or other records that are acceptable to the Province and Canada, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but include:

- a) Costs directly associated with joint communication activities that are set out in Schedule "G" (Communications Protocol) of this Agreement, including the costs of communications support and logistics;
- b) Costs of Aboriginal consultation and engagement on matters pertaining to the Project, including the costs associated with translating of documents into languages spoken by an affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- c) The incremental costs of the Recipient's staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- d) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- e) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with the conduct and participation in consultation and engagement activities with Aboriginal Groups, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 The following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts awarded or executed prior to the Federal Approval Date;

- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or
 - iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, incurred before the Recipient has been notified in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Costs related to any underground infrastructure;
- l) Costs related to recreational trails;
- m) Real estate fees and related costs;
- n) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- o) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- p) Expenditures related to any goods and services which are received through donations or in-kind Contributions;
- q) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- r) Unreasonable meal, hospitality or incidental costs or expenses of Third Parties;
- s) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- t) Taxes of any kind;
- u) Costs of relocating entire communities;
- v) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- w) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;

- x) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods and Services and Disposal of Assets);
- y) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Cost.
- z) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- aa) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock; and
- bb) Any costs associated with projects which are determined by the Province and Canada, in their sole discretion, to be:
 - (i) Housing;
 - (ii) An early learning and childcare facility;
 - (iii) A health facility, or an education facility;
 - (iv) A health facility, or an education facility, except to benefit Indigenous peoples by advancing the Truth and Reconciliation Commission's Calls to Action, as approved by Canada;
 - (v) A highway or trade corridor infrastructure, except for portions that connect communities that do not already have year-round access; or
 - (vi) Resource development infrastructure, notably industrial resource development access roads.

[SCHEDULE "F" – EVALUATION FOLLOWS]

**SCHEDULE "F"
EVALUATION**

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient's Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient's Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE "G" – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE "G" COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Joint Communications" means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project's benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province's and Canada's Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province's and Canada's contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 Canada's Obligations. Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G.5.2 Restrictions. Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 Publication. The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.

G.5.4 Canada's Recognition in Documents. In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.

G.5.5 Acknowledgement of Support. Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 Responsibility of Recipient. The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 Facilitation of Communications. The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE "H" – DISPOSAL OF ASSETS FOLLOWS]

**SCHEDULE "H"
DISPOSAL OF ASSETS**

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule "H" (Disposal of Assets):

"Asset Disposal Period" means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project

[SCHEDULE "I" – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE "I"
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community", also known as "Aboriginal Group", includes First Nations, Métis, and Inuit communities or peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

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

I.2.0 PURPOSE

This Schedule sets out the respective roles and responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project and serves to specify the procedural aspects of consultation delegated from the Province and Canada to the Recipient.

I.3.0 PROVINCE'S ROLES AND 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.

I.4.0 RECIPIENT'S ROLES AND RESPONSIBILITIES.

The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province and Canada, if such notice has not already been given by the Recipient or the Province or Canada. Such notice must include language

- specifying that the Province and Canada are providing funding for the Project and that the Recipient is acting as the Province's and Canada's delegate for the purposes of the procedural aspects of consultation;
- (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;
 - (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 or Canada, providing the Province or Canada with the information reasonably necessary to answer the inquiry, upon the Province's request;
 - (m) Where directed by the Province or Canada, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding

I.6.0 ASSISTING THE PROVINCE AND CANADA.

The Recipient shall, upon request, lend assistance to the Province and Canada by filing records and other appropriate evidence of the activities undertaken both by the Province, Canada and 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 or Canada and by the Recipient, to the relevant regulatory or judicial decision-makers.

I.7.0 NO ACKNOWLEDGEMENT OF DUTY TO CONSULT OBLIGATIONS

The Parties agree that nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or Canada or the Recipient that a Section 35 Duty applies in relation to the Project, nor that any role or 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 this Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

I.8.0 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 and Canada 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, Canada and provincial and federal ministries, boards, agencies and other regulatory decision-makers.

I.9.0 NOTICES IN RELATION TO THIS SCHEDULE

All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Schedule "B" of this Agreement.

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE "J" **REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES**

J.1.0 DEFINITION

J.1.1 Definition. For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

"Final Payment" means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 of Schedule "A" (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 Procedures. The procedures provided for in Article J.3.0 of this Schedule "J" (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 Diligent and Timely Manner. The Recipient will submit its requests for payment to the Province in a diligent and timely manner, and no less frequently than twice a year if costs have been incurred. If no costs have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 Timing, Reports and Documents. The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule "D" (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Report in a format prescribed by the Province;
- (b) a report on the progress of the project, at least twice per year by the deadlines specified by the Province in a Notice;
- (c) for each request for Final Payment, a Final Report, acceptable to the Province; and
- (d) such other information as the Province may request.

J.4.0 PAYMENTS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will pay Funds to the Recipient based on the Recipient's incurred and paid Eligible Expenditures up to the Maximum Funds. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule "C".
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule "A";
 - (b) the special conditions listed in Article A.31.0 of Schedule "A" (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule "G" (Communications Protocol).
- J.4.3** The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 of this Schedule "J" (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after
- (i) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 Holdback. For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 Final Payment. Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

[SCHEDULE "K" – COMMITTEE FOLLOWS]

SCHEDULE "K" COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee's mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule "G" (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule "K" (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee's mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2020-003

A BY-LAW TO AMEND ZONING BY-LAW NO. 2016-049 (NASH – 495 BIG RIDEAU NORTH SHORE ROAD) (PART LOT 19, CONCESSION 3, GEOGRAPHIC TOWNSHIP OF NORTH BURGESS)

WHEREAS, the *Planning Act, R.S.O. 1990, Chapter P.13 Section 34 as amended*, provides that the Councils of local municipalities may enact by-laws regulating the use of land and the erection, location and use of buildings and structures within the municipality;

AND WHEREAS, By-Law No. 2002-121 regulates the use of land and the erection, location and use of buildings and structures within Tay Valley Township;

AND WHEREAS, By-Law No. 2016-049 amended By-Law No. 2002-121 to apply a Residential Exception zone to a specific property;

AND WHEREAS, By-Law No. 2016-049 recognized an undersized lot and the applicants now seek a reduction in water setback to allow for construction of a dwelling with a crawlspace;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township enacts as follows:

1. GENERAL REGULATIONS

THAT, By-Law No. 2016-049 is hereby amended by amending the zoning of Residential Limited Services Exception-157 on the lands legally described as Part Lot 19, Concession 3, geographic Township of Bathurst now in Tay Valley Township, County of Lanark (Roll # 091191102020000), in accordance with Schedule "A" attached hereto and forming part of this By-Law.

- Water Setback dwelling with crawlspace (minimum) 17m

2. ULTRA VIRES

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.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2020-003**

3. EFFECTIVE DATE

ENACTED AND PASSED this 28th day of January 2020.

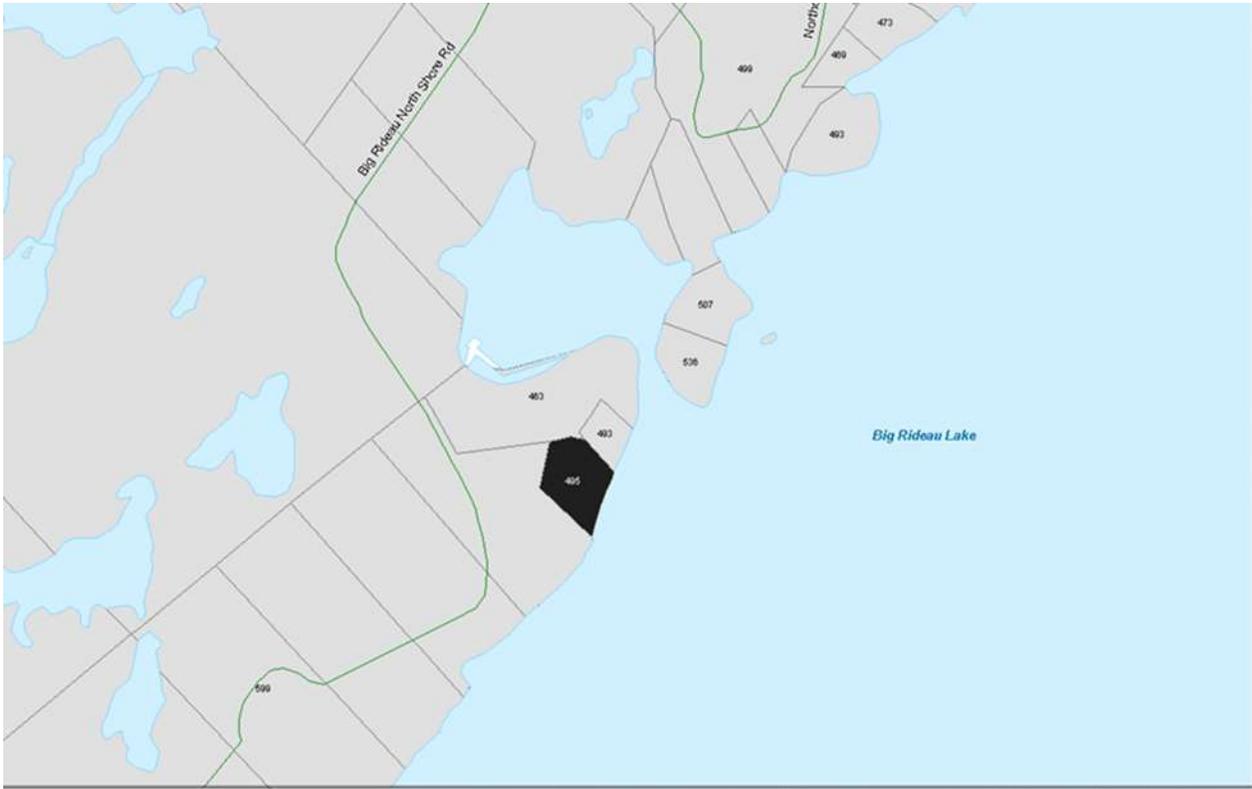
Brian Campbell, Reeve

Amanda Mabo, Clerk

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2020-003**

SCHEDULE "A"

495 Big Rideau North Shore Road
Part Lot 19, Concession 3
Geographic Township of North Burgess
Tay Valley Township



Area(s) Subject to the By-Law

To amend the Zoning Residential Limited Services - Exception 157 (RLS-157) to allow a reduction to the water setback to 17m for a dwelling with a crawlspace.

Reeve

Certificate of Authentication

This is Schedule "A" to By-Law 2020-003 passed this 28th day of January 2020.

Clerk

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2020-004

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF TAY VALLEY TOWNSHIP AT ITS MEETING HELD ON JANUARY 28TH, 2020

WHEREAS, Section 5 of *the Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that the powers of a municipality shall be exercised by its council;

AND WHEREAS, Section 9 of *the Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

AND WHEREAS, Section 5(3), provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS, it is deemed expedient that the proceedings of the Council of the Corporation of Tay Valley Township at its meeting be confirmed and adopted by By-Law;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township enacts as follows:

1. GENERAL REGULATIONS

- 1.1 **THAT**, the actions of the Council of the Corporation of Tay Valley Township at its meeting held on the 28th day of January, 2020 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of Tay Valley Township at its meetings is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law.
- 1.2 **THAT**, the Reeve and Proper Signing Official of the Corporation of Tay Valley Township are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of Tay Valley Township referred to in the preceding section hereof.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2020-004**

1.3 THAT, the Reeve and/or Deputy Reeve and Clerk and/or Deputy Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of Tay Valley Township.

2. ULTRA VIRES

Should any sections of this by-law, be declared by a court competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

3. EFFECTIVE DATE

ENACTED AND PASSED this 28th day of January, 2020.

Brian Campbell, Reeve

Amanda Mabo, Clerk