



COMMITTEE OF THE WHOLE AGENDA

Tuesday, May 6th, 2025
Immediately Following the Public Meeting at 5:30 p.m.
Municipal Office – Council Chambers – 217 Harper Road

5:30 p.m. *Public Meeting – Zoning By-Law Amendment(s)*
Following *Committee of the Whole Meeting*

Chair, Councillor Marilyn Thomas

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 OF PUBLIC MEETINGS**

- i) **Public Meeting: Zoning By-Law Amendment(s) – April 8th, 2025 – *attached, page 9.***

Suggested Recommendation:

“THAT, the minutes of the Public Meeting – Zoning By-Law Amendment(s) held on April 8th, 2025, be approved.”

5. **DELEGATIONS & PRESENTATIONS**

None.

6. PRIORITY ISSUES

- i) **Report #PD-2025-10 – Communal Services Policy and Procedure – attached, page 18.**

Noelle Reeve, Planner.

Suggested Recommendation to Council:

“THAT, once finalized, that a by-law be brought forward to adopt the Communal Servicing Policy and Procedures with a two-tiered approach for securities in Municipal Responsibility Agreements whereby a new system operated privately would require a 25% security of the replacement cost with the rest to be accumulated before the end of the useful life of the system, and for an existing system, the security would be negotiated with the owner based on legal advice.”

Suggested Recommendation to Council:

“THAT, Tay Valley Township pursue an agreement with the Frontenac Municipal Services Corporation to provide water and wastewater liability coverage for development proposing communal services in Tay Valley Township so that Municipal Responsibility Agreements would not be needed.”

- ii) **Report #PD-2025-09 – Bill 5 – Protect Ontario by Unleashing Our Economy Act, 2025, Schedule 10 – Proposed Changes to the Endangered Species Act, 2007 and a Proposal for the Species Conservation Act, 2025; Schedule 7 – Proposed Amendments to the Ontario Heritage Act; And Schedule 9 – Special Economic Zones Act, 2025 – attached, page 67.**

Noelle Reeve, Planner.

Suggested Recommendation to Council:

“THAT, staff submit comments to the Environmental Registry of Ontario posting on key areas of importance to Tay Valley Township, as identified in Report #PD-2025-09 – Bill 5 – Protect Ontario by Unleashing Our Economy Act, 2025; Schedule 10 – Proposed Changes to the Endangered Species Act, 2007 and a Proposal for the Species Conservation Act, 2025; Schedule 7 – Proposed Amendments to the Ontario Heritage Act; and Schedule 9 – Special Economic Zones Act, 2025, by the deadline of May 17, 2025;

AND THAT, this report be circulated to the Minister of Environment Conservation and Parks, Minister of Citizenship and Multiculturalism, Ministry of Economic Development, Job Creation and Trade, local MPP Jordan, and the Rural Ontario Municipal Association.”

- iii) **Report #PW-2025-09 – Blue Box Program Changes to Non-Eligible Sources – attached, page 72.**
Sean Ervin, Public Works Manager.

Suggested Recommendation to Council:

“THAT, staff prepare and distribute a survey to the Township’s Non-Eligible Sources to gather further information regarding the blue box recycling practices of these properties”

- iv) **Report #PW-2025-10 – Traffic Counting Services – RFP Award – attached, page 76.**
Sean Ervin, Public Works Manager.

Suggested Recommendation to Council:

“THAT, the Request for Proposal (RFP) #2025-PW-006 – Traffic Counting Services be awarded to Traffic-Survey-Analysis Inc;

AND THAT, the Reeve and Clerk be authorized to sign the necessary documentation.”

- v) **Report #FIN-2025-08 – New Financial System (ERP) – attached, page 80.**
Ashley Liznick, Treasurer.

Suggested Recommendation to Council:

“THAT, staff be authorized to place a deposit with Endeavour Solutions Inc. for the migration from Microsoft Dynamics Great Plains (GP) to Microsoft Dynamics 365 Business Central (SaaS Cloud ERP) inclusive of the SylogistGov recommended specific add-ons;

THAT, the deposit and initial licensing costs be funded from the Contingency Reserve;

THAT, the estimated ERP operating costs be included in the 2026 and future years budgets;

AND THAT, section 7.4 of the Procurement Policy, the requirement for competitive bid solicitations, be waived.”

- vi) **Report #CAO-2025-15 – Proposed New Road Name & Amendment to Road Naming By-Law – Cedarwood Way & Bishops Way – attached, page 85.**
Amanda Mabo, Chief Administrative Officer/Clerk.

Suggested Recommendation to Council:

“THAT, the necessary by-law to name an existing Private Road to Cedarwood Way and amend the description of another existing Private Road, Bishops Way, as outlined in Report #CAO-2025-15 – Proposed New Road Name & Amendment to Road Naming By-Law – Cedarwood Way & Bishops Way, be brought forward for approval.”

- vii) **Report #CAO-2025-16 – Road Naming Policy – Exemption Consideration – Crudden and Storer – attached, page 94.**
Amanda Mabo, Chief Administrative Officer/Clerk.

Suggested Recommendation to Council:

“THAT, the right-of-way on the property at 164 Althorpe Road be exempt from the Road Naming Policy as long as it continues to be used solely for farm access, the property at 164 Althorpe Road and the adjacent farm property continue to have frontage on a Public Road (Althorpe Road), and the farm property obtain a civic address, as outlined in Report #CAO-2025-28 – Road Naming Policy – Exemption Consideration (Crudden and Storer).”

- viii) **Report #CAO-2025-17 – Proposed New Road Name & Amendment to Road Naming By-Law – Buchanan Road & Clear Lake Lane 11 – attached, page 99.**
Amanda Mabo, Chief Administrative Officer/Clerk.

Suggested Recommendation to Council:

“THAT, the necessary by-law to name an existing Private Road “Buchanan Road” and to properly describe both Buchanan Road and Clear Lake Lane 11, as outlined in Report #CAO-2025-17 – Proposed New Road Name – Buchanan Road and Clear Lake Lane 11, be brought forward for approval following receipt of the final deposited survey.”

- ix) **Report #CAO-2025-18 – Proposed New Road Name – Little Beaver Bend – attached, page 105.**
Amanda Mabo, Chief Administrative Officer/Clerk.

Suggested Recommendation to Council:

“THAT, the necessary by-law to name an existing Private Road to Little Beaver Bend as outlined in Report #CAO-2025-18 – Proposed New Road Name – Little Beaver Bend, be brought forward for approval once the required survey is deposited with Land Registry.”

- x) **Report #CAO-2025-19 – Proposed Amendment to the Road Naming By-Law – By-Grove Lane (Public), Crozier Road and Posner Lane – attached, page 110.**
Amanda Mabo, Chief Administrative Officer/Clerk.

Suggested Recommendation to Council:

“THAT, the necessary by-law to amend the Road Naming By-Law to properly include and describe three existing Public Roads, as outlined in Report #CAO-2025-19 – Proposed Amendment to the Road Naming By-Law – Bygrove Lane (Public), Crozier Road and Posner Lane, be brought forward to the next Council meeting for approval.”

- xi) **Report #CAO-2025-20 – Road Closing – Mutton’s Road – attached, page 116.**

Amanda Mabo, Chief Administrative Officer/Clerk.

Suggested Recommendation to Council:

“THAT, Report #CAO-2025-20 – Road Closing – Mutton’s Road, be received for information;

AND THAT, the necessary by-law come forward to Council for approval.”

- xii) **Appointment of Soccer Volunteers**

Suggested Recommendation to Council:

“THAT, the Council of the Corporation of Tay Valley Township appoint the following volunteers for the Tay Valley Soccer Program, subject to the Criminal Records Check Policy:

- Erin Cameron
- Barry Emslie
- Ti Ertek
- Susan Leonard
- Todd McDonald
- Jayson Quinnville
- Nathan Riley
- Daelin Verkindt.”

7. CORRESPONDENCE

- i) **25-04-30 – Council Communication Package – attached, page 121.**

Suggested Recommendation to Council:

“THAT, the 25-04-30 Council Communication Package be received for information.”

- ii) **25-04-07 – 2024 Integrity Commissioner Services – Annual Report – attached, page 123.**

Suggested Recommendation to Council:

“THAT, the 05-04-07 2024 Integrity Commissioner Services - Annual Report be received for information.”

8. COMMITTEE, BOARD & EXTERNAL ORGANIZATION UPDATES

- i) **Bolingbroke Cemetery Board.**

25-04-03 – Draft Bolingbroke Cemetery Board Minutes – attached, page 125.

- ii) **Committee of Adjustment – deferred to the next meeting.**

iii) **Fire Board.**

25-04-03 – Draft Fire Board Minutes – *attached, page 128.*

iv) **Library Board** – *deferred to the next meeting.*

v) **Pinehurst Cemetery Board.**

25-04-17 – Draft Pinehurst Cemetery Board Minutes – *attached, page 133.*

vi) **Lanark County OPP Detachment Board** – *deferred to the next meeting.*

vii) **Green Energy and Climate Change Working Group.**

25-04-11 – Draft Green Energy and Climate Change Working Group Minutes – *attached, page 136.*

viii) **Mississippi Valley Conservation Authority Board** – *deferred to the next meeting.*

ix) **Rideau Valley Conservation Authority Board.**

25-03-27 – Draft Rideau Valley Conservation Authority Board Minutes – *attached, page 140.*

25-04-11 – Rideau Valley Conservation Authority Board of Directors Meeting Summary – *attached, page 146.*

25-04-17 – Rideau Valley Conservation Authority Board of Directors Meeting Summary – *attached, page 148.*

x) **Lanark County Traffic Advisory Working Group.**

25-04-16 – Lanark County Traffic Advisory Board Working Group Minutes – *attached, page 149.*

xi) **County of Lanark.**

Reeve Rob Rainer and Deputy Reeve Fred Dobbie.

9. CLOSED SESSION

None.

10. DEFERRED ITEMS

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

- *None.*

11. ADJOURNMENT

MINUTES

PUBLIC MEETING ZONING BY-LAW AMENDMENT MINUTES

Tuesday, April 8th, 2025

5:30 p.m.

**Tay Valley Municipal Office – 217 Harper Road, Perth, Ontario
Council Chambers**

ATTENDANCE:

Members Present:

Reeve Rob Rainer
Deputy Reeve Fred Dobbie
Councillor Wayne Baker
Councillor Greg Hallam
Councillor Korrine Jordan
Chair, Councillor Angela Pierman
Councillor Marilyn Thomas

Staff Present:

Noelle Reeve, Planner
Amanda Mabo, Chief Administrative Officer/Clerk
Aaron Watt, Deputy Clerk
Ashley Liznick, Treasurer

Public Present:

Jo Minnie
Penny Nault
Danny Nault
Ian Sherman
Randi Sherman
John Wasylyk
Helen Korzewicz
David Cope
Manuela Cope
Penny Flowers
Thies Schacht
Kevin Cornell
Richard Hepton
Dianne Quinn
Rosemary Tayler
Kevin Cornell

1. CALL TO ORDER

The public meeting was called to order at 5:30 p.m.

2. INTRODUCTION

The Chair provided an overview of the Zoning By-Law application review process to be followed, including:

- the purpose of the meeting
- the process of the meeting
- all persons attending were encouraged to make comments in order to preserve their right to comment should the application(s) be referred to the Ontario Land Tribunal (OLT)
- the flow and timing of documentation and the process that follows this meeting
- any person wanting a copy of the decision regarding the applications on the agenda was advised to email planningassistant@tayvalleytwp.ca

The Chair asked if anyone had any questions regarding the meeting and the process to be followed. Given that there were no questions, the meeting proceeded.

3. APPLICATION

i) **FILE #ZA24-12: Thies Schacht
3129 Narrows Lock Road
Part Lot 17, Concession 6
Geographic Township of North Burgess**

a) PLANNER FILE REVIEW & PROPOSED BY-LAW

The Planner reviewed the PowerPoint Presentation that was attached to the agenda.

The Planner reminded the attendees that zoning is about use of the lands, not the design of the structures.

b) APPLICANT COMMENTS

The applicant was present.

c) PUBLIC COMMENTS

David Cope, neighbour

- questioned where the 30-meter water setback would be and the location of a path

The Planner explained the 30m would be from the stream along the front of the property and indicated where the buildings are proposed to be built

on maps included in the presentation. The path would likely be the driveway.

Richard Hepton gave an explanation of where the water flows, across and along the road.

Helen Korzewicz , neighbour

- questioned the impact of drilling a well for such a large dwelling
- what if she loses water pressure from the new well

The Planner explained the 6-Hour Pump Test and how it is used to assess the performance of a well and a way of monitoring water level in nearby wells. If the pump test indicates the new well could affect nearby wells, a water storage component of the new well would be required for the applicant's property to hold water in storage. She indicated that the Ministry of Environment has D-5-4 and D-5-5 guidelines that must be followed for individual septic systems and wells. Because the amount of septic waste would be 4,500 l/day no hydrogeological study is required. Both water quality and water quantity must be demonstrated to be adequate according to Ontario Drinking Water Objectives.

The Planner explained that to qualify for a building permit, the septic system must be approved by the Mississippi Rideau Septic System Office (MRSSO) and the well must meet Ontario Regulation 903 requirements of the Ontario Water Resources Act.

Dianne Quinn

- questioned plans for garbage management regarding the five (5) units
- expressed concern regarding keeping residential garbage in small residential units, and the risk of leaving garbage outside to attract wildlife
- expressed concern regarding greenhouse gas emissions, how five (5) units mean at least five (5) driving to and from work

The Planner explained that those are Site Plan Control Agreement issues.

Members discussed:

- well depths
- how the rent will be determined to be within the requirements of affordable housing for next twenty-five (25) years
- the size of the units
- the need for single versus double bedroom units within the Township
- the concern that the units could be turned into motel rental style units rather than long term housing
- that parking was not included in the Site Plan

Thies Schacht explained that according to his research, 840 people in Lanark County were looking for either single- or double-bedroom affordable housing. He explained that the cost of rent is based on square footage and when the unit size goes up the rent goes up.

The neighbours also confirmed that the creek is only there in the Spring.

The Planner explained that the property is not zoned for use as a motel, and lease terms under one (1) year would not qualify as affordable housing. She also clarified that there is no commercial zone for housing in the Zoning By-law, but there may be a portion of the property zoned commercial, for example if there was a store with housing above it.

d) **RECOMMENDATION**

The Planner proposed that the amendments to Zoning By-Law No. 02-121 be approved and Members requested that the Site Plan Control Agreement for this file come to Council for review and approval.

ii) **FILE #ZA24-13 &: Rosemary Tayler
ZA25-02 160, 1, 2, and Vacant Land MacKay Line Road
109, 141, 155 and Vacant Land MacKay Line Road
Part Lot 25&26 Concession 11
Geographic Township of Bathurst**

a) **PLANNER FILE REVIEW & PROPOSED BY-LAW**

The Planner reviewed the PowerPoint Presentation that was attached to the agenda.

b) **APPLICANT COMMENTS**

The applicant was present. The applicant clarified that the southern end of the property is on Fall River and is part of the Algonquin to Adirondack corridor.

c) **PUBLIC COMMENTS**

Jo Minnie, adjacent neighbour, expressed concern regarding:

- impact to her property if this rezoning is approved
- impact to her animals on her property
- impact to the ability to operate a farm on her property
- impact to her ability to use farm equipment and all terrain vehicles (ATV) on her property
- not being able to carry on with future plans of building on the property
- limitations being imposed on her property because of the closeness to a conservation area
- traffic and noise caused by visitors to conservation area

- the impact of easements or restrictions potentially applied to her property as result of the applicant property rezoning
- the effect of increased vehicle and foot traffic on her land and animals
- the safety of her animals and public visitors

The Planner explained that:

- the application is to rezone the property as open space to ensure a dwelling, golf course or park is not built on it
- conservation areas and easements have nothing to do with zoning
- the rezoning will maintain the property as it is without development
- Jo Minnie's property will remain zoned as Rural
- the zoning changes do not change setbacks or the ability to build in the future on Jo Minnie's property
- rezoning as a conservation area and for conservation use are different things
- the property is currently zoned as Rural, not Agricultural
- a Conservation Authority is not purchasing the land,
- much of the Algonquin to Adirondack corridor is owned by private individuals
- if the property were sold or transferred to a Conservation Authority in the future, the land would have to be rezoned again if a Conservation Area with buildings, etc. was proposed

A Member noted that should a Conservation Authority own land, it does not necessarily become publicly accessible.

d) **RECOMMENDATION**

The Planner proposed that the amendments to Zoning By-Law No. 02-121 be approved.

iii) **FILE #ZA24-12: We the Shermans Inc.
750/761 Christie Lake Lane 32D
Part Lot 20-22, Concession 3,
Geographic Township of South Sherbrooke**

a) **PLANNER FILE REVIEW & PROPOSED BY-LAW**

The Planner reviewed the PowerPoint Presentation that was attached to the agenda.

b) **APPLICANT COMMENTS**

The applicant was present.

Ian Sherman read a statement explaining reasons for design choices, and clarifying the intended use of the house – *attached, page 9,*

c) PUBLIC COMMENTS

Received email from Penny Nault – *attached page 10.*

The Planner reminded Members that the decision to be made is for an exception for the building height and west side yard, not design.

The Planner reminded Members that the property is required to have a septic permit and well permit before construction, and that Mississippi Rideau Septic System Office (MRSSO) reviews the septic permit.

Penny Nault expressed concern that:

- the size of the proposed building will block sunlight, leaving her home in shade
- that the original site drawings do not identify previous building additions to the property that may have been made without permit by previous owners
- the design does not fit into the surroundings
- this has been a family home for over 50 years

The Planner suggested that it is not unreasonable to ask for an analysis of her property regarding the effect to sunlight and shadow.

Members requested that an additional staff report come to the next Council meeting.

Received email from Kevin Cornell – *attached page 13.*

Kevin Cornell:

- submitted an email to the Planner prior to the meeting
- cannot see structure from his property
- questioned the Township's 9-meter height limit as too short
- expressed concern over impact to neighbouring properties due to traffic
- expressed concern over impact to neighbouring properties from actions such as snowplowing
- expressed concern over changes of future ownership and property use
- questioned measurements as submitted on the site sketch for the detached deck
- not opposed to development on the lake
- concerned that a tactic of lot consolidation is being used to by-pass Township By-Law intent
- suggested a better design could be submitted that respected the original lot size
- concerned about a lack of clarity surrounding Township building and zoning rules and whether part of the dwelling must remain in place

- if someone is coming in and buying a property with an old cottage, tearing it down and building new, the Township should make it clear that people understand those (building) rules
- was previously told if a cottage was torn down, it was required that a new building had to be on the same footprint

The Planner explained that:

- The TDL decision removed the requirement for part of a dwelling to remain when renovations or a new dwelling is built and the Zoning By-law clearly reflects this decision
- the Zoning By-Law was written in 2002 and has not been amended since then with respect to height of a dwelling
- the height limit was consistent with other municipal Zoning By-Laws and building practices of the time but can be looked at in the update to the Zoning By-law this Summer and Fall

Randi Sherman, adjacent property owner:

- referred to a house on Patterson Road that appears to be 3 or 4 stories
- no other drivers would go by the front of the structure where the porch is proposed as it abuts her property, not the road
- snowplowing would only impact her property
- an engineering firm had been hired to review the property and due to awkward shape of the property the structure could not go further back
- the design of the proposed building was done with neighbours in mind as there are no windows on the wall facing neighbouring homes
- the area of the base of the structure was the size of the footprint there now, that is why the design was to build up and not out
- the properties have been owned by her family since 1989, been on the land for 35 years
- the intention is to have the property for family in the future
- have made significant investments to the property
- there other similar developments on the lake
- behind the structure is a garage, no blockage of view of the lake to other properties

Members discussed:

- aesthetics of the build
- how the build will fit in with the surrounding area
- how the area, and designs, are becoming modernized
- the concern of the structure becoming an 8 bedroom, 8 bathroom AirBnB
- building height and design effect on sunlight to neighbouring property
- concern of visual impact from the lake, and from neighbouring properties
- the need for additional time to review emails received regarding the application

d) **RECOMMENDATION**

The Planner bring a report with a final recommendation, which could include obtaining a rendering regarding sunlight and shadow affect due to height of proposed building to the April Council meeting.

4. ADJOURNMENT

The public meeting adjourned at 7:28 p.m.

PRIORITY ISSUES

COMMITTEE OF THE WHOLE**May 6th, 2025****Report #PD-2025-10
Noelle Reeve, Planner****COMMUNAL SERVICING POLICY AND PROCEDURE****STAFF RECOMMENDATION(S)**

It is recommended:

“THAT, once finalized, that a by-law be brought forward to adopt the Communal Servicing Policy and Procedures with a two-tiered approach for securities in Municipal Responsibility Agreements whereby a new system operated privately would require a 25% security of the replacement cost with the rest to be accumulated before the end of the useful life of the system, and for an existing system, the security would be negotiated with the owner based on legal advice.”

It is recommended:

“THAT, Tay Valley Township pursue an agreement with the Frontenac Municipal Services Corporation to provide water and wastewater liability coverage for development proposing communal services in Tay Valley Township so that Municipal Responsibility Agreements would not be needed.”

BACKGROUND

In 2016, Tay Valley Township's Official Plan was changed to permit communal septic and communal water systems. Communal systems have been used in the United States and in Ontario for decades. The technology is proven. The regulatory regime, however, presents some challenges for developers.

Developments of five (5) residential units or less do not require Municipal Responsibility Agreements (as long as they are located on one lot and produce less than 10,000 l/day of effluent). However, larger developments using communal systems will require Municipal Responsibility Agreements to protect the Township from liability if the system fails.

No development using communal services has been undertaken in Tay Valley and other nearby rural areas due to the requirements for a Municipal Responsibility Agreement (MRA) for such systems. (The closest communal system is in Quinte and has been in use since

2016 servicing 350 new homes, three existing schools, and some commercial property.)

A MRA is recommended by the Ministry of Environment Conservation and Parks (MECP) and by the Township solicitor before a communal septic or communal water system permit is issued by MECP.

A MRA contains many clauses to limit the liability of the Township, with the most significant requirement being that a developer must install the communal system and also post a letter of credit covering the cost of replacement of the communal system. Developments with 25-50 single family dwellings are typical of the size proposed on rural land in Lanark County. These small developments cannot carry the cost of installing the services and posting their replacement cost immediately.

DISCUSSION

If Tay Valley wants to plan for density that will revitalize our Hamlets and allow for a range of housing stock for workforce housing, seniors housing, co-housing, starter family housing, etc. we need to have the ability for developers to use communal services.

There are already existing developments in the Township that operate septic systems over 10,000 l/day and serve more than 5 dwelling units (on upper Scotch Line, Highway 7, and Christie Lake Road) but do not have Municipal Responsibility Agreements. If these properties required Building Permits that triggered the need for septic permits, they would be required to get approval from MECP and enter into a MRA with the Township.

The Planning Department, therefore, commissioned a report by Jp2g on options for Communal Servicing. (See attachment 1). The proposed policy and Municipal Responsibility Agreement template were reviewed by the Township solicitor. Legal counsel suggested the Township require 100% security for both new and existing systems.

The Planner is bringing the proposed policy before Council now because she has been approached by a number of different groups interested in creating larger affordable housing developments (60-120 units) as well as smaller cohousing groups (7-15 dwelling units). Also the Tay Ridge Trailer Park has submitted an Environmental Compliance Approval application to the Ministry of Environment, Conservation and Parks to allow it to expand its septic and water systems to fill vacant trailer pads and to create an additional area for a tiny homes community.

Discussions with potential developers and the Tay Ridge Trailer Park owner indicated that they feel 100% security and even 50% seems high when a new communal system has an engineered design, has been approved by MECP engineers, and should last for 20-25 years or more. The Planner agrees with this perspective.

An Operations and Maintenance security is also required which can be negotiated on the advice of the Township engineers, based on the type of system installed. Capital replacement should be undertaken by the owner (and demonstrated to the Township annually) as a fund to be accrued until sufficient funds are collected.

It is a matter of what level of risk Council is comfortable with placing on the taxpayers as they are the recipients of the burden of paying the replacement cost if a communal system fails, and the MECP orders the Township to assume the system as its own infrastructure. For a Clear Cube 105 sized to service approximately 50 homes, the capital cost would range from \$850,000 to \$950,000.

As well as proposing the Municipal Responsibility Agreement policy, the Planner recommends that Council authorize staff to pursue an agreement with the Frontenac Municipal Services Corporation to provide water and wastewater liability coverage for development proposing communal services in Tay Valley Township so that Municipal Responsibility Agreements would not be needed.

The policy and procedures are still being finalized with legal and the insurer, pending Council's direction.

OPTIONS CONSIDERED

Option #1 (Recommended) – 2 Tier Approach

Council adopt the Policy and Procedures, once finalized with legal and the insurer. A two-tiered policy for securities for communal systems be developed whereby a new system would require a security of 25% of replacement cost with the rest to be accumulated before the end of the useful life of the system and for an existing system, the security would be negotiated with the owner, based on legal advice.

Also, that Tay Valley pursue an agreement with the Frontenac Municipal Services Corporation to provide water and wastewater liability coverage for development proposing communal services in Tay Valley Township so that Municipal Responsibility Agreements would not be needed.

Option #2 – 2 Tier Approach with Different Amount of Securities

Council propose an amount greater than 25%.

Option #3 – 100% Securities

Implement a single fee structure policy for a MRA to require 100% securities for both new and existing communal systems.

STRATEGIC PLAN LINK

Thriving Economy - Communal septic and water systems allow the possibility of new forms of housing development in Tay Valley Township to be undertaken in a more affordable configuration and also allow for the revitalization of Hamlets.

Healthy Environment – Communal systems reduce sprawl and treat wastewater in an environmentally responsible manner.

FINANCIAL CONSIDERATIONS

The Township has a responsibility to protect the taxpayers from assuming the private risk of a developer’s infrastructure requirements.

CLIMATE CHANGE CONSIDERATIONS

Clustered development reduces the negative impacts of GHG emissions generated by sprawl.

CONCLUSIONS

Staff believe they have proposed a cost sharing formula to keep the private risk with the private developer and to protect the taxpayers from bearing that risk, through requirement of securities. Risk is however a political decision and that is why staff is seeking direction from Council.

ATTACHMENTS

- 1. Draft Tay Valley Township Communal Servicing Policy and Procedure

Prepared and Submitted By:

Approved for Submission By:

Original Signed

Original Signed

**Noelle Reeve,
Planner**

**Amanda Mabo
Chief Administrative Officer/Clerk**

Tay Valley Township

Communal Servicing Policy and Procedure



TABLE OF CONTENT

1.0	INTRODUCTION.....	3
2.0	DEFINITION OF COMMUNAL SERVICES	3
3.0	LEGISLATIVE AUTHORITY	4
4.0	TOWNSHIP REVIEW AND APPROVAL PROCESS FOR COMMUNAL SYSTEMS	5
5.0	PARTNERSHIPS	7
	REFERENCES	9
	APPENDIX A: TAY VALLEY TOWNSHIP COMMUNAL SERVICING POLICIES.....	10
	APPENDIX B: MUNICIPAL RESPONSIBILITY AGREEMENT TEMPLATE	16
	APPENDIX C: DESCRIPTION OF MUNICIPAL RESPONSIBILITY AGREEMENT ELEMENTS	40

TAY VALLEY TOWNSHIP

COMMUNAL SERVICING PROCEDURE & POLICY

1.0 INTRODUCTION

Over the past five years, Tay Valley Township has experienced a significant increase in the demand for rural lot creation and single detached housing. As a rural township, all of this new growth has occurred on individual private wells and private septic systems (i.e. private services).

The Township has a desire to maintain the rural character of the Township, and to grow the Township in a sustainable manner that supports a strong sense of place. It is acknowledged that development on private services is considered the least efficient form of residential development, resulting in a development pattern that strips the township roads with large lots, supporting one house. There are also concerns with the expansion of existing hamlets based on a private servicing model which has the potential to create health and safety issues associated with concentrated development on private services.

Being limited to the use of private services means that the Township will not be able to respond to community needs nor the direction of the Provincial Policy Statement, to provide a full range of diverse housing options, promote affordable housing at scale, and create compact small communities which have vibrant commercial cores, are walkable, and can accommodate new development in its Hamlets. Private services limit the ability of the Township and developers to respond to market trends, accommodate diverse housing types and needs, and infill development on smaller lot sizes which could assist in addressing increasing concerns related to rural housing affordability and accessibility. Thus, the need to look at other forms of servicing which would allow Tay Valley Township to grow in an efficient and sustainable manner.

Tay Valley Township has been exploring the potential of communal servicing models which would allow rural municipalities to grow and accommodate a more diverse range of housing than is supported by private services. Council commissioned a background study on communal servicing in 2020 by Bolivar and Phillips. This document benefited from the Bolivar and Phillips report as well as the various resources they identified.

The implementation of communal services has the potential to address many of the concerns of development on private services and allow the Township to realize the planning and economic development objectives of its Official Plan. It is also worth noting that there are properties in the Township on private communal systems, currently without Municipal Responsibility Agreements (MRA).

This document contains proposed procedures, policies, and document templates that will assist the Township when considering development supported by communal services. It will identify the definitions of the various types of communal services, establish the legislative context for the approval of communal services, and recommend a Township approval process for communal services. The document will confirm the responsibilities of the developer and the information they are required to submit to the Township (engineering, financial, etc.). Finally, the document will contain template examples of "Municipal Responsibility Agreements" (MRA) which are recommended by MECP for private communal services.

Much of the document is focused on mitigating or reducing risks associated with communal servicing and empowering the Township with the tools to receive development proposals based on communal services, advance and negotiate appropriate terms and conditions to allow development supported by communal services, and ultimately approve communal servicing development proposals.

The policies recommended are intended to recognize the various provincial approvals and provide a guide to introducing communal services.

The communal servicing policies are found in Appendix A. A template of a Municipal Responsibility Agreement is found in Appendix B. A description of the various elements of an MRA are found in Appendix C.

2.0 DEFINITION OF COMMUNAL SERVICES

In its simplest form, communal services are shared drinking water and sewage systems that provide water and wastewater treatment to clusters of residences and businesses. While

operating on the same basic principles as conventional municipal services (i.e., collection and treatment), communal services are not connected to a single central facility and are classed as a decentralized system. The facilities are sized to support a specific development and are located within close proximity to that development. The distinguishing feature between a central municipal system and communal services is that the treatment of the water and wastewater is within the development proposed and does not need to be piped from/to central facilities.

Many different designs, technologies, and approaches exist within the broad category of communal servicing. Systems may be municipally or privately owned, utilizing several different ownership and operation models. The type of technology used by the communal service system depends on many factors, including development scale, site soil characteristics, geotechnical characteristics, the presence of surface water features and ground water table, design sewage flows, raw sewage strength, and effluent requirements.

The Provincial Planning Statement (2024) (PPS) contains definitions for municipal sewage and water services, private communal sewage and water services, and private services which are contained in the Township's Official Plan. These definitions are general in nature.

The definition of communal services scale and ownership are the most helpful. The Township of Rideau Lakes study "A Fresh Look: Alternative Servicing Model's for Ontario Villages" provides very useful definitions of the different types of services and was used as a basis for the following definitions referenced throughout this document.

"Cluster communal systems" are communal water and sanitary services shared by five (5) or fewer dwellings/units. The Ontario Building Code, O. Reg. 170/03 and other regulations provide separate categories and regulatory requirements for a system servicing less than five (5) units. Such systems do not require an MRA and may be appropriate in a wide variety of small-scale developments. An Environmental Compliance Approval may be required depending on scale (greater than 10,000 l/day) and design (crosses lot lines). Cluster communal systems benefit from the shared ownership and responsibilities which can be achieved with the use of a "common element condominium".

"Private communal systems" are privately owned and operated communal water and sanitary services, typically on a single lot or condominium e.g., a permanent Mobile Home Park.

"Municipal communal systems" are municipally owned and operated communal systems.

Both private and municipal systems are required to be reviewed through the Municipal Class EA process. Where a municipal communal water system is proposed, there is a requirement for a source water protection plan to be established.

3.0 LEGISLATIVE AUTHORITY

There are a number of legislative authorities that relate to the establishment of communal services.

The **Planning Act** and **2024 Provincial Planning Statement (PPS)** establish directions for sewage and water services that the Township must be consistent with. The Planning Act in Section 1 clearly identifies the "adequate provision and efficient use of sewage and water services" as a provincial interest and priority. The PPS establishes provincial policies related to sewage, water, and stormwater services, and establishes a hierarchy for provision of sewer and water services. Municipal sewer and water services are the most preferred form of service delivery. Where municipal services are not available, the PPS states that private communal sewer and water services may be considered for multi-lot developments. Private individual sewer and water services are the least preferred option but can be considered where municipal and private communal services are not an option.

The province also requires an "Environmental Compliance Approval" (ECA) for all discharge into the environment, including from municipal and private communal sewage and water systems.

The Lanark County Sustainable Communities Official Plan (SCOP) contains specific policies related to communal services. Section 3.3.4.3 reads as follows:

"3.3.4.3 Communal services which are not connected to full municipal sewage and/or water services, may be permitted provided that they are for the common use of more than five units/lots and are owned, operated, and managed by the township, another public body, or a condominium corporation or single owner which has entered into an agreement with the township or public body, pursuant to Section 51 of the Planning Act. Such agreement shall provide for municipal/public body assumption of the communal services in the event of default by the owner. It is recognized that local municipalities may not have the financial or human resources to own, operate and manage such systems and as such local municipalities are not obligated to accept communal systems."

These policies clearly see the benefits of communal services but also recognize the demands that the provincial regulations place on municipalities when considering communal services. Thus, the proliferation of development supported by private wells and septic systems.

The recent update to the Tay Valley Official Plan, as adopted by the Township Council recognized, revised the communal service policies to be:

"Communal services may be permitted provided that they are for the common use of more than five residential units/lots. Any such system will have to meet the requirements of the Township, this Plan and the Ministry of the Environment, Conservation and Parks, as well as the approval processes under the *Environmental Assessment Act*, *Ontario Water Resources Act*, *Safe Drinking Water Act* and the *Planning Act*.

It is recognized that the implications for municipal responsibility for communal systems resulting from Provincial policy can present challenges to both the developer and the Township, and as such, the Township is not obligated to approve the use of communal systems. Once a communal system is approved, the use and operation of the communal system and the role and responsibilities of the Township shall be governed by the agreement. The need to develop on private services may place limits on the amount, distribution and type of development which may take place.

The Township, in approving any communal system, will have particular regard for the documented performance of the proposed system, the financial securities which are to be provided, the long-term maintenance requirements, and the operation and administration requirements for the system. In reviewing proposals for development on communal systems, the Township will also determine the number and types of communal systems that will be accepted by the Township. In general, the Township shall only accept developments on communal systems when it can be clearly demonstrated that such systems will not create an unacceptable financial burden on the Township.

Communal systems must be owned, operated and managed by a township or another public body if servicing freehold residential development. They may be owned, operated and managed by a condominium corporation or single owner of land if serving condominiums or mobile home parks respectively, provided an agreement has been entered into with the Township or public body pursuant to Section 51 of the *Planning Act*. Condominium ownership is preferred.

Such agreement entered into under this Section shall provide for municipal/public body assumption of the communal services in the event of default by the owner. It is recognized that the Township may not have the financial or human resources to own, operate and manage such systems and as such the Township is not obligated to accept communal systems. Once a communal system is approved, the use and operation of the communal system and the role and responsibilities of the Township shall be governed by the agreement."

4.0 TOWNSHIP REVIEW AND APPROVAL PROCESS FOR COMMUNAL SYSTEMS

The following are recommended steps in the Township's review and approval of proposals involving communal services.

1. Receive inquiry/proposal from a developer for a development involving communal services.

The developer should include information on the location and scale of development, a concept plan, and preliminary plans for the communal services system. It is anticipated that this would be in the form of a formal pre-consultation submission along with any necessary fees.

2. Staff should make an initial determination as to whether the proposal involves a cluster communal system, private communal system, or municipal communal system, and convey this information to the developer.
3. If the development is to be a cluster communal system, the development may proceed through the normal planning approval process, establishing the appropriate zoning on the property, lot creation approval, development agreements (subdivision or consent) which detail the design of services, necessary easements, and financial securities for the use of communal services on five or less lots/units. Such development should use the condominium process or single owner for the ownership and operation of the cluster communal system. Information requested through pre-consultation should focus on the design of the system and the easements, agreements, and site development conditions which manage the introduction of cluster communal systems.
4. If the development is to be a private communal system, the Township should provide direction to the developer during pre-consultation on what is expected in terms of information, process, and approvals:
 - a. Information regarding the design of private communal system – need for preliminary understanding of the proposed communal system product - design must be to the satisfaction of Township and Ministry of Environment, Conservation and Parks - # of users/connections, design flows, land needs, water usage, eventually leading to construction grade drawings.
 - b. Construction details – timing, necessary approvals, cost estimates, securities.
 - c. Information related to financial controls - confirmation of financial means of the developer to execute the work and any related experience with such projects (first priority), initial discussions regarding establishment, and administration of a reserve fund to ensure adequate revenue to cover Operation and Maintenance (O & M), capital repairs, plant upgrades/replacement over time, expectations for annual reporting, discussions on a contribution calculator, expectations for annual revenue stream, and the need for insurance. All of which will eventually lead to a Municipal Responsibility Agreement with the Township to be approved by the Ministry of Environment, Conservation and Parks.
 - d. Preliminary discussion with developer regarding Operation and Maintenance (O & M) demands of the system. There will be a need for the developer to eventually submit to the Township an O & M Program Manual including description of normal operating procedures, annual O & M costs, major rehabilitation costs, insurance costs, system replacement costs, sampling procedures (including frequency of sampling), and annual O & M inspection.
 - e. Expression by developer of who will be operating the private communal system – must be by a qualified operator certified by the Province.
 - f. Discussions regarding the need for easements in favour of the Township and to provide legal right of access to the private communal works should the Township need access to the site.

- g. Preliminary discussions with developer regarding annual reporting expectations – annual report from financial controller outlining the status of reserve funds, and annual report from engineer regarding deficiencies in the communal services works.
 - h. Present draft Municipal Responsibility Agreement to developer to provide an indication of the expectations of the Municipal Responsibility Agreement.
5. If the development is to be a municipal communal system, the Township should provide the developer with direction on what is expected in terms of information, process, and approvals:
- a. Information related to financial viability - confirmation of financial means of the developer to execute the work, and any related experience with such projects.
 - b. Information regarding the design of municipal communal system – need for preliminary understanding of the proposed communal system product; is it similar to other systems in the Township? Is it proven technology? Does it address the servicing needs of the proposed development? Design must be to the satisfaction of Township and Ministry of Environment, Conservation and Parks and address the number of users/connections, design flows, land needs, and water usage, eventually leading to construction grade drawings.
 - c. Construction details – timing, necessary approvals, cost estimates, securities.
 - d. Initial discussions regarding financial expectations of the project - establishment of a reserve fund to ensure adequate revenue to cover Operations and Maintenance, capital repairs, plant upgrades, discussions on a contribution calculator, expectations for annual revenue stream, and the need for insurance (for construction and up to transfer to Township). The system must be self-financing and not result in a financial drain on the Township, and there will need to be discussions regarding the potential cost/benefit analysis of the system from the Township's perspective. All of which will eventually lead to a development agreement (subdivision/condo) – this will be similar to a subdivision agreement that sets out the transfer of assets to the Township (road, stormwater, parkland).
 - e. Preliminary discussion with developer regarding Operation and Maintenance (O & M) demands of the system. There will be a need for the developer to eventually produce an O & M Program Manual including description of normal operating procedures, annual O & M cost estimates, major rehabilitation costs, system replacement costs, sampling procedures (including frequency of sampling), and annual O & M inspection. This is to enable the Township to have an understanding of the demands of the system O & M.
 - f. Determination by the Township of who will be operating the municipal communal system once assumed by Township, and who the developer will have operate the system until assumption – must be by a qualified operator certified by the Province.
 - g. Discussions regarding the ownership of the lands on which the communal system is located, necessary easements in favour of the Township to provide legal right of access onto private lands that are tied to the communal works should the Township need access to the private lands.
 - h. Although no MRA is required there will be the need for agreements covering the construction of the infrastructure and operation and maintenance for a warranty period (1 – 3 years).
 - i. Develop a funding mechanism for operations, maintenance and a reserve fund for capital upgrades and replacement costs over time. Options may include: a fees and charges by-law; Local Improvement Charge (capital costs only); development agreement ; or special levy.
 - j. In addition to the requirement to obtain an Environmental Compliance Approval (ECA) from the Ministry of Environment, Conservation and Parks for the operation of the system, the Township would also be required to initiate a Municipal Class Environmental Approval (EA) process through Section C. This can be combined with the planning approval process. Where a municipal communal water system is proposed there will also be a requirement to undertake a source water protection plan.

5.0 PARTNERSHIPS

The establishment of communal services in the Township will require close working relationships with the developer and the Ministry of Environment, Conservation and Parks to ensure all necessary approvals and agreements are executed.

Currently there are no full municipal or communal services in the Township, and as a result the Township has very limited experience in managing a municipal servicing system. For municipal communal services, the Township will be required to retain the services of a qualified professional to operate and maintain the new municipal communal system. There will also be a need to

prepare annual reports to be submitted to the Ministry of Environment, Conservation and Parks as part of maintaining the Environmental Compliance Approval.

The increased demand that will be placed on the Township related to the new municipal communal services will have a direct impact on the financial arrangements made with the developer. The concept of "growth pays for growth" should be maintained, where the new municipal communal services will not be a financial drain on the tax base and self-financed Operations and Maintenance and capital replacement.

Other municipalities are facing the same situation as Tay Valley Township, having a desire to support communal services but without the expertise and experience to do so.

In an Eastern Ontario context, the County of Frontenac has established a municipal utility corporation to operate, maintain, and oversee new municipal communal servicing on behalf of the County's four lower tier municipalities. In discussions with senior staff at Frontenac County, there appears to be the potential to expand the municipal utility corporation beyond the four Frontenac municipalities, including those in other Counties. It is recommended that Tay Valley Township monitor the advances at Frontenac County and explore the possibility of becoming a member of the Frontenac Utility Corporation to be responsible for future municipal communal services, should the need arise.

REFERENCES

Ontario D-5 Planning For Sewage and Water Services Guideline

Ontario D-5-2 Applications of Municipal Responsibility for Communal Water and Sewage Services

Tay Valley Township, Considering Private Communal Servicing, Bolivar Phillips

Township of Rideau Lakes "A Fresh Look" report

County of Frontenac Communal Services Study, June 2019

County of Frontenac Communal Services Governance Model, March 2021

Ontario Municipal Board PL001281 (2001) and a complex analysis of the relationships between the township, the Ministry and the owner

Township of North Grenville, Featherston Park Municipal Responsibility Agreement

City of Quinte West, Greenlife Retirement Residence Trento Inc Municipal Responsibility Agreement

City of Hamilton, Municipal Responsibility Agreement

Interviews:

- Jon Orpana, Regional Environmental Planner, MECP
- Joe Gallivan, Director of Planning & Economic Development Frontenac County
- Charles Mitz, P.Eng, Greer Galloway
- Nadia DeSanti, Senior Planner, WSP

APPENDIX A

TAY VALLEY TOWNSHIP COMMUNAL SERVICING POLICIES

1.0 Introduction

The following policy is intended to guide Township decisions related to development proposals involving the use of communal servicing.

The following policy contains definitions of the different types of communal services, and when the different types of systems are appropriate. As well, the policy includes:

- an outline of the information requirements from developers for the establishment of a communal system;
- the various times in the approval process that require Township Council's decisions and the "go no go" points in the process; and
- a description of when a municipal responsibility agreement is recommended, and the content of such an agreement, including financial securities, operation and maintenance requirements, default provisions, right of access, and other elements. A series of three (3) draft templates of a municipal responsibility agreement is appended to the policy as examples of the different approaches to municipal responsibility agreements.

2.0 Communal Services Definitions

This policy defines three different types of communal servicing options which in turn will have their own criteria for consideration by the Township.

"**Cluster communal systems**" are communal water and sanitary services shared by five or fewer dwellings/units. The Ontario Building Code, O. Reg. 170/03 and other regulations provide separate categories and regulatory requirements for a system servicing less than five units. Such systems **do not** require a Municipal Responsibility Agreement and may be appropriate in a wide variety of small-scale developments. Environmental Compliance Approval (ECA) may be required depending on scale (greater than 10,000 l/day) and design (crosses lot lines). Cluster communal systems benefit from the shared ownership and responsibilities which can be achieved with the use of a "common element condominium".

"**Private communal systems**" are privately owned and operated communal water and sanitary services, typically on a single lot or condominium. With all private communal systems there is a recommendation for a Municipal Responsibility Agreement (MRA) to be entered into by the developer and the Township.

"**Municipal communal systems**" are municipally owned and operated communal systems servicing greater than five units/dwellings. No Municipal Responsibility Agreement (MRA) is required for a municipal communal system, but there is a need for an agreement with the developer to include, but not be limited to, reference to design, operation and maintenance, and financial securities during construction and prior to acceptance.

Both private and municipal systems are required to be reviewed through the Municipal Class Environmental Approval process. Where a municipal communal water system is proposed, there is a requirement for a source water protection plan to be established.

3.0 Information Requirements to Be Provided By Developer

When considering development proposals involving communal services, the Township will require that the developer provide the following information based on the system type.

3.1 Cluster Communal Servicing Proposals Information Requirements

For development proposals involving five (5) or less residential units and proposing the use of Cluster Communal Services, the proponent will be required to provide the following information

through the normal land use planning process. Through the planning process which establishes the appropriate zoning on the property, lot creation approval, and development agreements (subdivision/condo or consent), the applicant is to provide:

1. details of design of services and confirmation of number of lots/units being serviced;
2. the need to establish easements for access and maintenance between benefiting properties;
3. shared use agreements & other agreements as required, registered on title – preferred to have a common element condominium as the ownership model for the system;
4. details on the operation and maintenance program for the system;
5. financial securities to ensure development is constructed as proposed; and,
6. a hydrogeological assessment and geotechnical assessment which details the system design and construction requirements.

It is anticipated that the development will be going through some form of lot creation which will also include agreements that may be able to capture the cluster communal servicing agreements noted above.

It is also important, as early in the process as possible and ideally at the pre-consultation stage, to determine the design flow for the sanitary communal servicing, and whether the 10,000 l/day is exceeded or if the system crosses lot lines and requires an Environmental Compliance Approval from the Ministry of Environment, Conservation and Parks.

There are benefits to having the cluster communal services owned and operated by a "common elements condominium corporation", which is designed to manage disputes, long term financial planning, and system repair and replacement, as well as detailing individual property owner responsibilities.

It is assumed that cluster communal services will result in reduced lot sizes and setbacks. If this is the case, the Township should be sure to advise the proponents that once the system is established, eliminating the system and reverting to individual private wells and septic systems will not be possible due to the reduced lot sizes originally established.

3.2 Private Communal Servicing Proposals Information Requirements

For developments involving a single property (e.g., resort, or mobile home park) or a condominium proposing private communal services, the proponent will be required to provide a significant amount of detailed information, making it important for the Township to engage the developer and provide direction on what is expected in terms of information, process, and approvals through the pre-consultation process. The applicant will be required to provide:

- Information regarding the design of private communal system – need for preliminary understanding of the proposed communal system product - design must be to the satisfaction of Township and Ministry of Environment, Conservation and Parks - # of users/connections, design flows, land needs, water usage, eventually leading to construction grade drawings.
- Construction details – timing, necessary approvals, cost estimates, and securities.
- Information related to financial controls - confirmation of financial means of the developer to execute the work and any related experience with such projects (first priority), initial discussions regarding establishment and administration of a reserve fund to ensure adequate revenue to cover Operation and Maintenance (O & M), capital repairs, plant upgrades/ replacement over time, expectations for annual reporting, discussions on a contribution calculator, expectations for annual revenue stream, and the need for insurance. All of which will eventually lead to a Municipal Responsibility Agreement with the Township to be approved by Ministry of Environment, Conservation and Parks through the issuance of the Environmental Compliance Approval.
- Preliminary discussion with developer regarding Operation and Maintenance (O & M) demands of the system. There will be a need for the developer to eventually produce an O & M Program Manual including description of normal operating procedures, annual O & M costs, major rehabilitation costs, insurance costs, system replacement costs, sampling procedures (including frequency of sampling), and annual O & M inspection.
- Expression by developer of who will be operating the private communal system – must be by a qualified operator certified by the Province.
- Discussions regarding the need for easements in favour of the Township to provide legal right of access to the private communal works should the Township need access to the site.
- Preliminary discussions with developer regarding annual reporting expectations – annual report from financial controller outlining the status of reserve funds, and annual report from

engineer regarding deficiencies in the communal services works.

- Present draft Municipal Responsibility Agreement (MRA) to developer to provide an indication of the expectations of the MRA. This should be presented early in the process and updated as needed to ensure that the developer understands the detailed requirements of the Township throughout the planning phases – to avoid incurring costs only to be deterred by the detailed requirements of the MRA.

3.3 Municipal Communal Servicing Proposals Information Requirements

For subdivision developments involving more than five residential units/lots there will not be a requirement for a Municipal Responsibility Agreement (MRA) with the Township, however, the information required from the development is very similar to a private system. Typically, the Township would assume responsibility for a system constructed by the developer, similar to how you would assume other future municipal assets in the plan of subdivision process (e.g., roads, stormwater, parks). For Municipal Communal Services systems, although there is no need for an MRA, the Township will be required to take the proposal through the Municipal Class Environmental Approval (EA), Schedule C process (up to 2 years long). This process should be integrated into any necessary Planning Act approval (e.g., plan of subdivision, zoning amendment) to bring efficiencies to the approval process. With a new municipal communal water system there will also be a need to establish a "source water protection plan" for the future well. The Municipal Class EA process and source water protection plan will form part of the requirements of the Ministry of Environment, Conservation and Parks to approve an Environmental Compliance Approval for the operation of the systems.

The Township should engage the developer as early as possible and provide direction on what is expected in terms of information, process, and approvals:

- Information regarding the design of municipal communal systems – need for preliminary understanding of the proposed communal system product - design must be to the satisfaction of Township and Ministry of Environment, Conservation and Parks - # of users/connections, design flows, land needs, and water usage, eventually leading to construction grade drawings.
- Information regarding the design of municipal communal systems – need for preliminary understanding of the proposed communal system product; is it similar to other systems operated by the Township? Is it proven technology? Does it address the servicing needs of the proposed development and the potential for expansion of the system? Design must be to the satisfaction of Township and Ministry of Environment, Conservation and Parks - # of users/connections, design flows, land needs, and water usage, eventually leading to construction grade drawings.
- Construction details – timing, necessary approvals, cost estimates, and securities
- Information related to financial controls - confirmation of financial means of the developer to execute the work and any related experience with such projects, initial discussions regarding provision of funds to ensure adequate revenue to cover Operation & Maintenance (O & M), capital repairs, plant upgrades, expectations for annual reporting, discussions on a contribution calculator, expectations for annual revenue stream, and the need for insurance. All of which will be included in the Municipal Class EA, Schedule C exercise.
- Initial discussions regarding financial expectations of the project – construction securities, covering Township costs associated with the Municipal Class EA requirements and source water protection plan, and O & M responsibilities until assumed by Township. The financial system being proposed must be self-financing and not result in a financial drain on the Township and there will need to be discussions regarding the potential cost/benefit analysis of the system from the Township's perspective. All of which will eventually lead to a development agreement (subdivision/condo) – this will be similar to a subdivision agreement that sets out the transfer of assets to the Township (road, stormwater, parkland).
- Preliminary discussion with developer regarding Operation and Maintenance (O & M) demands of the system. There will be a need for the developer to eventually produce an O & M Program Manual including description of normal operating procedures, annual O & M costs, major rehabilitation costs, insurance costs, system replacement costs, sampling procedures (including frequency of sampling), and annual O & M inspection.
- Determination by the Township of who will be operating the municipal communal system once assumed by Township and who the developer will have operate the system until assumption – must be by a qualified operator certified by the Province.
- Discussions regarding the ownership of the lands on which the communal system is located, and necessary easements in favor of the Township to provide legal right of access onto private lands that are tied to the communal works should the Township need access to the private lands.

- Discussions with developer regarding annual reporting expectations, prior to assumption by the Township – annual report from financial controller outlining the status of reserve funds and annual report from engineer regarding deficiencies in the communal services works.
- Determine what funding mechanism the Township will rely on for operations, maintenance and a reserve fund for capital upgrades and replacement costs over time. Options may include: a fees and charges by-law; Local Improvement charge (capital costs only); development agreement ; or special levy.

4.0 Council's Review and Approval Process

Council understands that the introduction of development involving communal services brings many benefits associated with higher densities and more land use efficiencies than traditional private individual systems, but with increased financial risks and a lengthy approval process that must be appreciated.

Council's role in the approval process is to ensure that any development utilizing communal services protects the interest of the public, ensures growth pays for growth, and advances the Township's community development goals and objectives as expressed in the Official Plan.

There are four specific times in which a development proposal involving communal service should be presented to Council for deliberation:

1. **Pre-consultation** of development proposal with Staff should include a concept plan and a preliminary assessment of the financial cost benefit and expectations of the Township. At this time, staff should introduce the project along with the preliminary supporting information to Council for deliberation. This may be through a staff report or a delegation by the developer. Council may wish to provide a resolution of "support in principle" subject to the development addressing the communal servicing policy and requirements of Ministry of Environment, Conservation and Parks, or "receive it for information".
2. **Application Review** for developments involving lot creation (subdivision/condominium/ consent), circulated by the Lanark County Approval Authority, including supporting information, should be introduced to Council by Staff and include a detailed list of conditions being recommended to ensure the Township's interests are addressed. Such conditions would detail the finalization of any design plans, agreements, strategies, or other information required by the Township to ensure the information requirements of the Township and Ministry of Environment, Conservation and Parks are addressed.
3. **Application Review** for developments involving communal services on a single site will be required to proceed through the Planning Act site plan control process. There may be a need for additional Planning Act approvals to support the development. The staff report should detail the conditions of site plan approval, including construction design plans, execution of agreements, securities, etc. It is also possible that the zoning by-law amendment process could be triggered and provide an option for a Holding (h) zone being applied to the property, which requires specific actions such as design plans, agreements, or securities.
4. **Satisfying Conditions** established by the approval authorities for the development involving communal services will include all the detailed submissions for design and construction, operation and maintenance, financial controls, and all other matters associated with an MRA and or transfer to the Township. Council should be updated by Staff on how the conditions are being satisfied. Notwithstanding normal practices associated with the clearance of conditions, it is recommended for development involving communal services, that Staff receive direction from Council prior to providing a clearance letter to the approval authority (i.e., Lanark County). It is recommended that staff confirm with Council how the specific condition is being addressed.
5. **Execution of Agreements** Given the significance of the Municipal Responsibility Agreement (MRA) and other Planning Act agreements in the provision of communal services, it is recommended that MRA and other related agreements associated with the establishment of private and municipal communal services first be reviewed by Township legal services and then presented to Council for review and endorsement prior to execution and registration on the title of the property. This can be an iterative process throughout the planning process to

ensure that the expectations of the Township are clearly communicated and the developer can build in all necessary design and cost requirements early in the process.

In addition to the above, Council should monitor the use of communal services and be presented with annual monitoring and financial reports associated with the Operations & Maintenance of established communal systems within the Township.

5.0 Securities

It is critical that through the approval process, appropriate financial controls be established to protect the Township from negative financial impacts of the development on communal services. In addition to the necessary agreements, Council should also require various types of securities for the development. These include:

1. At the beginning of the approval process the developer must demonstrate the financial capacity to undertake the development of communal services.
2. All Planning Act applications involving communal services are to include a security deposit (\$10,000 minimum) to cover the cost of peer review of the various reports/studies and agreements to be submitted to the Township.
3. With the execution of the subdivision/condo/consent or site plan agreement, require:
 - i. 100% securities equal to the amount of the estimate for the **construction of a municipal communal services** (i.e., construction securities) – 60% to be released once construction is completed and certified by an engineer – 30% to be released once Environmental Compliance Approval is approved by Ministry of Environment, Conservation and Parks – 10% to be released following mandatory operation and maintenance period (1 year minimum – recommended 3 years);
 - ii. 25% securities equal to the amount of the estimate for the **construction of a cluster or private communal services** (i.e., construction securities) – 60% to be released once construction is completed and certified by an engineer – 30% to be released once Environmental Compliance Approval (if necessary) is approved by Ministry of Environment, Conservation and Parks. – 10% to be released following mandatory operation and maintenance period (1 year minimum – recommended 3 years – for private communal systems only);
 - iii. 100% securities to cover up to **three (3) years of the estimated Operation and Maintenance** (O & M) costs to be maintained in perpetuity for private communal systems. For municipal communal systems, the O & M securities can be released when the warrantee period has expired.
 - iv. **Capital Replacement Costs** – for private and municipal communal services there is a need for a long-term capital replacement fund to be established. This is a fund that can be contributed to upfront by the developer and/or through monthly service fees by the benefiting property owners. The plan should ensure that the capital replacement cost is 100% at the projected dates for capital replacement (i.e., specific component replacement costs over time and complete replacement at the expected end-of-life of the system - depending on system design).

6.0 Municipal Responsibility Agreement

One template of a Municipal Responsibility Agreement (MRA) is attached as Appendix A to this policy. The template is derived from executed MRAs from the Township of North Grenville. As a minimum, an MRA should include reference to the following matters:

- Owner's obligations, Township's obligations
- Design and specifications of the communal system
- Operating and maintenance standards
- Definition of "default" and remedial actions in event of default
- Financial assurances
- Requirement for registration on title
- Annual reporting requirements
- Dispute resolution process
- Easements, rights of entry, and right to inspect to be established
- Transfer of the system to the Township in the event of default

A comprehensive MRA is the Township's best "insurance" against not just ultimate responsibility due to default, but also to remedy issues and avoid assuming responsibility for the system. The creation of the MRA shall involve direction from the Township's legal counsel, using the template as a base for the development specific MRA. A description of the various elements of the MRA are found in Appendix B of this policy.

APPENDIX B
MUNICIPAL RESPONSIBILITY AGREEMENT TEMPLATE

MRA TEMPLATE (NG EXAMPLE)

THIS PRIVATE COMMUNAL WATER SYSTEM AND PRIVATE COMMUNAL WASTEWATER SYSTEM
MUNICIPAL RESPONSIBILITY AGREEMENT made in duplicate the _____ day of
_____, 20____.

BETWEEN:

Hereinafter called the "Owner"

OF THE FIRST PART

Hereinafter called the "Operator"

OF THE SECOND PART

AND:

CORPORATION OF TAY VALLEY TOWNSHIP

Hereinafter called the "Township"

OF THE THIRD PART

WHEREAS the Owner is the Corporation set up for the purpose of managing the
_____ (DEVELOPMENT) which includes the requirement to provide, own and
construct the Private Communal Water and Wastewater Services for the development.

AND WHEREAS the Owner has contracted with _____ (licensed individual) and
operate the private communal water and wastewater services.

AND WHEREAS the Owner has agreed to take full financial responsibility for the private
communal water and wastewater facilities.

AND WHEREAS the Owner has contracted with _____ (the licensed Operator)
whereby the Operator has agreed to assume full responsibility to provide the day-to-day
operations and maintenance requirements for the private communal water and wastewater
services under an agreement.

AND WHEREAS the Owner and the Operator have submitted to the Ministry of the Environment
Conservation and Parks (Ministry of Environment, Conservation and Parks) for approval, plans
and specifications for the establishment or expansion of a Private Communal Water System and
Private Communal Wastewater System (hereinafter the "Systems") which are to be constructed
by the Owner on the lands described in Schedule "B" (hereinafter the "Lands");

AND WHEREAS the Township has been directed by the Ministry of Environment, Conservation and Parks under its Procedure D-5-2, "Application of Municipal Responsibility for Communal Water and Sewage Services" and as per the requirements of the Township's Official Plan, to enter into a Municipal Responsibility Agreement with the Owner concerning the Systems;

AND WHEREAS the Township deems it expedient and in the public interest that the Owner be required to comply with certain requirements imposed by the Township and the Ministry of Environment, Conservation and Parks with respect to the Systems;

AND WHEREAS the Owner and the Operator, and the Township have reached an agreement with respect to the construction, maintenance and operation of the Systems;

AND WHEREAS the lands described in Schedule "B" are not serviced by a municipal water system or wastewater system and are not intended to be serviced by such systems.

AND WHEREAS the Owner and the Operator have agreed to enter into a Municipal Responsibility Agreement (MRA) with the Township and to the satisfaction of the parties, acting reasonably and in good faith, which will be executed by all parties prior to the application for the Ministry of Environment, Conservation and Parks Compliance Approval being filed with the Ministry. The Owner acknowledges and agrees that the Systems shall be installed in accordance with the design brief dated _____, 20__ by _____ (engineering firm) and shall ensure the Systems are operated in accordance with the Safe Drinking Water Act, and shall secure and maintain _____ (three years) operational cost security with the Township. .

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants, conditions and the sum of \$1.00 set forth (the receipt of which herein is acknowledged by all parties), the Township, the Operator and the Owner agree as follows:

I. DEFINITIONS

- 1.1. "Agreement" means this Agreement and the Schedules, which shall be deemed to be covenants as though specifically set out herein.
- 1.2. "Planner" means the Township staff representative responsible for the oversight of the Township's land use planning program.
- 1.3. "Default" means any one or more of the following:
 - 1.3.1. failure by the Owner/Operator to comply with a condition of an order or approval issued by the Medical Officer of Health or the Ministry of Environment, Conservation and Parks with respect to the Systems or within a time frame specified in the Order or which, in the absolute discretion of the Planner, is reasonable;
 - 1.3.2. receipt by the Township of notice of a proposed cancellation or non-renewal of any form of Security required by this Agreement to be provided to the Township by the Owner, where no alternate form of Security acceptable to the Township has been provided by the Owner within ten (10) days prior to the cancellation or expiry of the existing Security;
 - 1.3.3. receipt by the Township of notice of a proposed cancellation or non-renewal of any form of Insurance required by this Agreement, where no alternate form of insurance acceptable to the Township has been provided by the Owner within

ten (10) days prior to the cancellation or expiry of the existing insurance;

- 1.3.4. failure of the Owner to have a licensed Operator at all times retained to operate the Systems;
 - 1.3.5. failure of the Owner to provide written notice to the Township of any change in the ownership or the corporate control of the Owner or any proposed sale, subdivision or severance of all or a part of the Lands at least thirty (30) days prior to such change or proposed sale, subdivision or severance occurring in accordance with Section 14 of the Agreement;
 - 1.3.6. receipt by the Township of notice of the impending insolvency of the Owner or any surety of the Owner, and in the case of the surety, where no alternate surety acceptable to the Township has been provided by the Owner, within ten (10) days prior to the cancellation or expiry of any of the Security provided pursuant to the Agreement;
 - 1.3.7. failure by the Owner to meet its obligations to any third party that would affect the operation, maintenance or management of Systems, including but not limited to the failure of the Owner to pay any or all amounts owing to third parties relating to encumbrances on any part or all of the Systems.
- 1.4. "Environmental Compliance Approval" means an approval issued under the Authority of the Ontario Water Resources Act, the Environmental Protection Act or other applicable legislation for the Private Communal Water and Private Wastewater Systems or a portion thereof.
 - 1.5. "Lands" means those lands and premises of the Owner as more particularly described in Schedule "B" to this Agreement.
 - 1.6. "Medical Officer of Health" means the Medical Officer of Health of the Leeds, Grenville Lanark District Health Unit, or his/her designated agent.
 - 1.7. "Ministry of the Environment, Conservation and Parks" (Ministry of Environment, Conservation and Parks) means the Ministry of the Environment, Conservation and Parks for the Province of Ontario
 - 1.8. "Township Solicitor" means the Solicitor of the Township or his/her designated agent.
 - 1.9. "Township Treasurer" shall mean the senior financial officer of the Township, an appointed officer, or his/her designated agent.
 - 1.10. "Ontario Drinking Water Quality Standards" means the standards set out in Ontario Regulation 169/03 under the Safe Drinking Water Act, 2002, as amended from time to time.
 - 1.11. "Operator" shall mean a fully qualified potable water treatment plant and wastewater treatment plant operator subcontracted by the Owner to operate the Systems and acting as the designated Overall Responsible Operator for the Private Communal Water System as defined in Section 23 of the Safe Drinking Water Act, 2002.
 - 1.12. "Operating Costs" means all charges for the operation, repair, management and maintenance of the Systems.

- 1.13. "Plumbing" means a drainage system, a venting system and a water system or parts thereof, as defined in the Ontario Building Code (O. Reg. 332/12 under the Building Code Act, 1992).
- 1.14. "Private Communal Wastewater System" means the wastewater treatment system and the wastewater collection system, but excludes the internal plumbing and is more particularly described in the attached Schedule "A";
- 1.15. "Security" shall mean all liquid instruments, including but not limited to cash, Irrevocable Letters of Credit in the form attached as Schedule "C" to this Agreement (or such other form that is satisfactory to the Township Treasurer), required from time to time by the Township Treasurer to be posted by the Owner to secure the operation, maintenance and management of the Systems in accordance with the terms and conditions of this Agreement.
- 1.16. "Systems" shall mean the Private Communal Water System and the Private Communal Wastewater System or any part of either of them.
- 1.17. "Unsafe Drinking Water Quality" means water that does not meet the standards of Ontario Regulation 169/03, as amended, made under the Safe Drinking Water Act, 2002, as amended and also includes water, contained within the piping of a distribution system or Internal Plumbing, that has been depressurized for any reason whatsoever thereby possibly allowing infiltration of groundwater to said water.

2. DESIGN AND CONSTRUCTION

- 2.1. Pursuant to this Agreement, the Owner covenants and agrees that it will at its own cost and expense, design, construct and install the Systems in, over, along and upon the Lands in accordance with the Environmental Compliance Approval, to the satisfaction of the Planner, and the Ministry of Environment, Conservation and Parks, for the sole purpose of providing water and wastewater treatment services and for no other purpose, unless approved in advance by the Township and the other applicable approval authorities and notwithstanding any of the provisions herein, the Systems shall, at all times, remain the property of the Owner for the term of this agreement.
- 2.2. The Owner covenants and agrees to prepare entirely at its own cost and expense all plans, specifications, profiles, contours and other engineering material, drawings and data required in the reasonable opinion of the Planner, to implement this Agreement.

The Owner shall ensure that all such plans satisfy all government requirements including, but not limited to, the Ministry of Environment, Conservation and Parks design guidelines for water treatment plants and that all such plans are prepared in accordance with sound engineering and construction standards and practices applicable to the Systems of the kind and nature set out in this Agreement.
- 2.3. The Owner covenants and agrees not to commence work on the construction of the Private Communal Water Distribution System until it has received the Environmental Compliance Approval from the Ministry of Environment, Conservation and Parks and has submitted the Environmental Compliance Approval to the Planner.
- 2.4. The Owner covenants and agrees not to commence work on the construction of the

Private Communal Wastewater System until it has received the Ministry of Environment, Conservation and Parks Certificate of Approval for the Private Communal Wastewater System and has submitted a copy of the Environmental Compliance Approval for the Private Communal Wastewater System to the Planner.

- 2.5. The Owner further covenants and agrees that no work will commence on the Systems prior to the registration of this Agreement on title to the Lands.
- 2.6. The Owner covenants and agrees to comply with all laws, regulations and guidelines regulating the design, construction and installation of the Systems, including, but not limited to, the Ontario Water Resources Act, R.S.O. 1990, c. 0.40, as amended, and the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, and to exercise due diligence at all times with respect to the Systems.
- 2.7. The Owner covenants and agrees not to permit the use of the Systems or to apply for any building permits for any dwellings or other structures that will be connected to the Systems until all of the following have been complied with: (i) the Private Communal Water System has been installed, disinfected and commissioned in accordance with its Ministry of Environment, Conservation and Parks Drinking Water System Number, (ii) the Private Communal Wastewater System has been installed and commissioned in accordance with its Ministry of Environment, Conservation and Parks Environmental Compliance Approval, and (iii) Security as required by section 4 of this Agreement and a certificate of insurance as required by Section 2 of Schedule "E" hereto have been provided to the satisfaction of the Township.
- 2.8. Prior to the services of the new Private Communal Water System being provided, the Owner covenants and agrees that it will provide to the Medical Officer of Health a series of water samples with their results and analysis to the satisfaction of the Medical Officer of Health, and the Ministry of Environment, Conservation and Parks that the water meets the Ontario Drinking Water Standards as issued by the Ministry of Environment, Conservation and Parks with respect to both health parameters and non-health related parameters.
- 2.9. The Planner, and the Medical Officer of Health shall have free and unrestricted access, at all times subsequent to the completion of the construction of the Systems over, under and on the Lands for the purposes of inspecting the Systems, inspecting and monitoring the Private Communal Wastewater System and the quality of the water produced by the Private Communal Water System and ensuring the Owner's compliance with any and all of its obligations contained herein.
- 2.10. The Owner covenants and agrees to provide the following documents to the Planner, prior to commencement of operations:
 - 2.10.1.1 reproducible copies of all "as built" drawings showing the location of the Systems, and other utilities. A member of the Professional Engineers Association of Ontario shall certify the "as built" drawings;
 - 2.10.1.2 operation and maintenance manuals for the Systems which shall include an emergency response and contingency plan. The Owner shall establish notification procedures to be used to contact the Township and the Ministry of Environment, Conservation and Parks and other relevant authorities in the case of all emergency conditions;
 - 2.10.1.3 a copy of the Permit to Take Water, if required, from the Ministry of

Environment, Conservation and Parks; and

2.10.1.4 an equipment maintenance manual for all equipment used in the operation and maintenance of the Systems.

2.11. The Owner acknowledges and agrees that the Township is under no obligation under this Agreement or otherwise to construct or complete the construction of the Systems (or any phase or portion thereof) should such system(s) not be constructed or completed by the Owner in accordance with approvals issued.

2.12. The Owner acknowledges and agrees to provide the Township with annual updates to the Emergency Response and Contingency Plans.

3. OPERATION AND MAINTENANCE

3.1. The Owner represents and warrants that it shall own all of the assets, both new and existing, of the Systems during the term of this Agreement.

3.2. The Owner represents and warrants that it has entered into a servicing agreement with a qualified operator, to operate and maintain the Systems and will ensure a qualified operator is retained at all times throughout the term of this Agreement. The Owner shall provide the Township with a copy of the servicing agreement with the operator and copies of any new or amended agreements within ten (10) days of execution.

3.3. The Owner covenants and agrees to operate and maintain the Systems, at its own expense and without contribution from the Township. The Owner/Operator shall have full control and management of the Systems and shall comply with all applicable laws, including but not limited to governmental statutes, regulations, Drinking Water System Numbers, Certificates of Approval, permits, guidelines and procedures with respect to the Systems to the satisfaction of the Ministry of Environment, Conservation and Parks, the Township and all other appropriate approval authorities.

The Owner/Operator agrees to exercise due diligence at all times with respect to the operation, maintenance and management of the Systems.

3.4. The Owner and the Operator acknowledge and agree that the Private Communal Water System shall be operated by a person who is trained and qualified to operate the Private Communal Water System in operation at the time during the term of this Agreement, as set out by the Ministry of Environment, Conservation and Parks in Ontario Regulation 128/04 under the Safe Drinking Water Act, 2002, as amended, or other applicable Provincial regulation.

3.5. The Owner and the Operator acknowledge and agree that the Private Communal Wastewater System shall be operated by a person who is trained and qualified to operate the Private Communal Wastewater System in operation at the time during the term of this Agreement, as set out by the Ministry of Environment, Conservation and Parks in Ontario Regulation 129/04, under the Ontario Water Resources Act, as amended or other applicable Provincial regulation.

3.6. The Owner/Operator acknowledges and agrees to provide the following documents

on an annual basis to the Planner;

- 3.6.1. copies of all reports and inspection reports submitted by the Owner/Operator or on behalf of the Owner/Operator to the Ministry of Environment, Conservation and Parks, as required by the Ontario Drinking Water Standards, the Drinking Water System Profile (as amended), the Owner's Environmental Compliance Approval and Permit to Take Water, if required;
 - 3.6.2. copies of any and all directions, orders and inspection reports issued by the Ministry of Environment, Conservation and Parks to the Owner in relation to the Systems;
 - 3.6.3. copies of any and all directions and orders from the Medical Officer of Health in relation to the Systems, to the Owner;
 - 3.6.4. operations and equipment maintenance manuals where said manuals have been changed or updated in the previous calendar year;
 - 3.6.5. a summary of all power failure events and the Operator's responses thereto; and,
 - 3.6.6. a description of any deficiencies in the Systems and, outstanding maintenance and repair items of the Systems.
- 3.7. The Operator acknowledges and agrees that in the event that the water fails to meet the non-health related parameters set out in the Ontario Drinking Water Quality Standards, or other applicable Provincial regulations, the Township shall not be required to take any remedial action to meet such non-health related parameters at any time during construction, installation or operation of the Private Communal Water System, whether the Private Communal Water System is being operated by either the Operator or the Township in accordance with the provisions of this Agreement.
- 3.8. The Owner acknowledges and agrees that in the event of the temporary operation or maintenance and management of the Systems by the Township in accordance with the provisions of this Agreement, the Township shall not be liable in any manner for any loss in the quantity of the water or any reduction in the quality of the water or the disruption or cessation of water services to the Owner or persons being served by the Systems.
- 3.9. When a Director of the Ministry of Environment, Conservation and Parks sends a written report to the Township as per the procedure set out in subsection 62(1) of the Ontario Water Resources Act, R.S.O. 1990, c. 0.40, as amended, or as per Sections 106, 108 to 114 or 119 of the Safe Drinking Water Act, 2002, c.32, as amended, or similar legislation, the Owner acknowledges and agrees that the Township shall implement the report of the Director, and shall be entitled to recover its costs from the Owner in accordance with subsection 4.2 of this Agreement.
- 3.10. The Owner shall implement any changes in the operation and maintenance of the Systems as may be required by written notice of the Planner, or the Medical Officer of Health, acting reasonably, from time to time.
- 3.11. The Owner acknowledges and agrees that should the level of operation and maintenance of the Systems not be satisfactory to the Planner, the Township shall give notice in writing to the Owner, requiring that the Owner/Operator promptly rectify the deficiency.

Should the Owner/Operator fail to rectify the deficiency, as required by the Township, within such time as specified within the notice requiring them to do so, the Township may then, upon seven (7) days' notice in writing given to the Owner, enter upon the Lands of the Owner and take all necessary action to rectify the deficiency, unless the deficiency presents a public health safety issue determined by the Medical Officer of Health. In this event, the Township will have an immediate right to enter upon the Lands of the Owner and take all necessary action to rectify the deficiency.

All of the Township's costs and expenses associated with such action shall be to the expense of the Owner. The Township shall be entitled to draw upon the security as set out in Section 4.2.3 to reimburse it for all costs incurred.

- 3.12. If, in the opinion of the Township Staff Representative or the Medical Officer of Health, the Owner/Operator or the Owner/Operator's agent commit any act of Default, as defined by this Agreement, the Township may, in its sole discretion, upon the Township Staff Representative, or the Medical Officer of Health giving at least twenty-four (24) hours written notice to the Owner/Operator, temporarily operate or cause to be operated, maintain and manage the Systems, or appoint a new private operator, and all of the Township's costs and expenses associated therewith, on a full cost recovery basis, shall be borne by the Owner. The Township shall be entitled to draw upon the security as set out in Section 4.2.3 to reimburse it for all costs incurred.

4. ANNUAL OPERATING COST FINANCIAL SECURITY

- 4.1. The Owner undertakes, covenants and agrees to guarantee all the provisions of this Agreement by providing to the Township security in the amount set out in Schedule "D" of this Agreement.

The form of security must be to the satisfaction of the Township .

1. The parties acknowledge and agree that the capital equipment replacement costs of the Systems are set out in Schedule "C" to this Agreement. The parties acknowledge and agree that capital upgrades and replacement shall be the responsibility of the Owner. The parties further acknowledge and agree that the Owner shall maintain a capital reserve fund dedicated to the capital upgrade and replacement of the Systems, which reserve fund shall be sufficient to ensure the long-term functioning, repair, upgrade and replacement of the Systems and, subject to 4.1(2) below, shall under no circumstances be less than the full value to replace the Systems.
 2. The capital reserve fund shall contain an amount equal to the full capital replacement costs of the Systems within five (5) years of substantial completion of the Systems. The Owner shall deposit and maintain with the Township twenty percent (20%) of the capital reserve amount immediately upon execution of this Agreement and then shall make equal annual installments of security over each of the subsequent four (4) years on the anniversary of the execution of this Agreement to satisfy this obligation.
- 4.2. The Owner acknowledges and agrees, subject only to section 4.1(2) above, that all of the Security set out in this Agreement shall remain in place in during the term of this Agreement notwithstanding that the Township may have assumed the temporary operation, maintenance and management of the Systems, in accordance with the provisions of this Agreement.

The Township shall be entitled to draw upon the Security set out in this Agreement at any time and during the term of this Agreement:

- 4.2.1. to pay the cost of any matter or obligation for which the Owner is liable under this Agreement including, but not limited to, the failure of the Owner to pay the Township for the operating costs set out in section 4.1 of this Agreement;
- 4.2.2. to remedy any Default or deficiency of the Owner;
- 4.2.3. to remedy any deficiency of the Operator as defined in Section 3.11; or
- 4.2.4. any combination of the foregoing.

In the event that the Township is required to draw upon the security within the first five (5) years of this Agreement, the Owner agrees that it shall make an immediate payment to the Township in an amount equal to the balance of the capital reserve fund that at that time has not been funded by the Owner.

In the event that the Township shall draw upon the Security as set out in this subsection, then the Owner shall provide to the Township additional Security within 90 days of notice by the Township so as to restore the overall value of the Security referred to in subsection 4.1 above and held by the Township to the original amount, upon the request of the Township Staff Representative. The Owner's financial obligations under this agreement shall not be limited to the amount of the Security held by the Township.

- 4.3. The Owner and the Township agree that on the second and the 10th anniversary from the date that this Agreement is registered on title to the Lands and every 5th year thereafter, the Township has the right to review the Security requirements under section 4.1 of the Agreement and determine if a recalculation of such Security requirements is required.

The Township shall review the Security then being held by the Township for the estimated operating costs of the Systems, as required under section 4.1 of this Agreement, and shall determine if an adjustment to the amount of the Security is necessary in order for the said Security to equal the operating costs of the Systems for a three (3) year calendar period.

5. ALTERATION AND EXTENSION OF THE PRIVATE COMMUNAL WATER SYSTEM AND THE PRIVATE COMMUNAL WASTEWATER SYSTEM

- 5.1. The Owner acknowledges and agrees that they shall not add to, alter or extend the Systems for servicing more than _____ (# of units) to be built pursuant to a building permit to be issued by the Township on a location to be approved by the Township, without the prior written approval of the Ministry of Environment, Conservation and Parks, the Township, and all other appropriate

approval authorities, and without providing the Township with any additional required securities in accordance with subsection 4.1 of this Agreement.

- 5.2. The Operator shall implement all changes in the operation and maintenance of the altered/extended Systems as may be required by the Township throughout the term of this Agreement.
- 5.3. In the event that any addition, alteration or extension of the Systems is approved in accordance with subsection 5.1 of this Agreement, then such addition, alteration or extension, once approved by all regulatory authorities having jurisdiction, shall be deemed to constitute the Systems as defined in this agreement and shall be subject to the terms of this Agreement without the need to amend this agreement.

6. EMERGENCY OPERATION AND REPAIRS

- 6.1. The Owner/Operator acknowledges and agrees that if, in the opinion of the Township, the Medical Officer of Health, or the Ministry of Environment, Conservation and Parks, the Systems requires emergency operation or repairs, such operations or repairs shall be carried out by the Owner/Operator, at its expense.
- 6.2. Despite subsection 6.1, the Owner and Operator acknowledge and agree that any emergency operation or repairs to the Systems may be carried out by the Township at the Owner's expense without notice to the Owner and that the Township may draw upon the Security as per subsection 4.2.
- 6.3. The Owner acknowledges and agrees that in the event that the Township proposes to remedy a problem with respect to the Systems, which has not been remedied by the Owner or the Operator to the Township's satisfaction, the Township is hereby granted unimpeded access to the Lands, Systems and Plumbing for purposes of effecting such remedy and any such access and work shall be as an agent of the Owner and shall be done at the Owner's sole expense.

7. TESTING OF WATER AND NOTIFICATION OF UNSAFE DRINKING WATER QUALITY

- 7.1. The Owner/Operator covenants and agrees to perform bacteriological and chemical sampling and testing of the water in the Private Communal Water System, at the Owner/Operator's expense, in accordance with the Ontario Drinking Water Quality Standards as established by the Ministry of Environment, Conservation and Parks, the Environmental Compliance Approval issued for the Private Communal Water System and such other requirements as may be enforced by the Medical Officer of Health.

The Owner/Operator further covenants and agrees to inform the Medical Officer of Health, the Ministry of Environment, Conservation and Parks and the Planner, immediately of any indication of Unsafe Drinking Water Quality.

8. INDEMNITY AND PAYMENT UPON DEMAND

- 8.1. The Owner shall indemnify and keep indemnified and save harmless the Township, its officers, officials, employees, contractors and agents from all loss, damage, cost and

expense of every nature and kind whatsoever arising from or in consequence of the construction, maintenance, operation and management of the Systems, or both, or any other matter under this Agreement, unless such loss, damage, cost or expense is incurred by reason of negligence on the Township's part, and whether such loss, damage, cost or expense is sustained by the Township or the Owner or their several and respective employees, workers, servants and agents, or any other person or corporation.

8.2. The Owner and Operator shall jointly and severally indemnify and save harmless the Township, their officers, officials, employees, contractors and agents from all loss, damage, cost and expense of every nature and kind whatsoever arising from or in consequence with any default or failure by them to comply with any of the obligations or provisions of this Agreement applicable to them.

8.3. Notwithstanding anything herein to the contrary, the Township's obligations under this Agreement shall be limited by and to the sum of funds available from the Securities herein described.

8.4. The Operator covenants and agrees to pay all accounts rendered by the Township for work done under this Agreement within thirty (30) days of the day of billing. In the event of failure to pay, a penalty will be charged on the amount outstanding at the rate of one (1 %) percent per month (12 percent per annum) on the first day of each calendar month thereafter in which the account is outstanding.

Any payments received on accounts rendered shall be applied first towards any penalties or interest outstanding and then to the principal balance outstanding.

8.5 The Township may call upon the security held by the Township, to pay for any and all outstanding accounts, in addition to any and all other remedies available to the Township in law.

9. INSURANCE

9.1. The Owner and its Operator shall maintain in force at the Operator's sole cost and expense, including payment of all deductibles, the insurance policies set out in Schedule "E" to this Agreement, and to require from any contractor retained to construct, repair or maintain the Systems the policies of insurance set out in Schedule "E" to this Agreement.

10. AUTHORITY

10.1. The Township Planner, the Medical Officer of Health or the Ministry of Environment, Conservation and Parks, on behalf of the Township, may exercise any authority or decision under this Agreement.

11. ADDITIONAL PROVISIONS

11.1. The Owner covenants and agrees that it will not convey the Lands to any third party nor apply to subdivide or sever the Lands during the currency of this Agreement without giving at least thirty (30) days prior written notice to the Township.

11.2. The Owner covenants and agrees to provide written notice to the Township of any change in the ownership or corporate control of the Owner at least thirty (30) days prior

to such change occurring.

11.3. The Owner further covenants and agrees to provide written notice to the Township of any change in the status of the Operator at least thirty (30) days prior to such change occurring.

11.4. Notwithstanding that the Owner has or may contract out some or all of the obligations contained within this Agreement, the Owner acknowledges and agrees that it shall ensure the Systems are installed in accordance with the _____ (design brief), shall insure the Systems are operated in accordance with all applicable law and all approvals issued for the Systems, and shall secure and maintain the three-year operational cost security with the Township.

12. NOTICE

12.1. All notices required under the terms of this Agreement shall be in writing, by registered mail or by personal delivery or email. Any such notice shall become effective four (4) days after mailing or after date of personal delivery or twenty-four (24) hours after email. All such notices shall be sent to the addresses specified in writing, by each of the parties hereto:

To the Owner: _____

To the Township:

Corporation of the Tay Valley Township
217 Harper Road
Perth, ON
K7H 3C6
Attention: Township Clerk

To the Operator: _____

Such addresses may be changed from time to time by either party giving notice as provided in this Section.

13. TERMINATION

13.1. This agreement shall be effective from the date it is fully executed and shall be operative in perpetuity until it is terminated by the Township in its sole discretion.

13.2. In the event of termination of this Agreement for any reason, the Township shall negotiate with the Owner, with any financial institution holding the Security, and any other interested party as to the disposition of any securities in the possession of the Township at the time of such termination.

13.3. Notwithstanding section 13.1, the Township may, at any time after termination, pay the amount of securities on hand at termination into Court and the Court shall determine the entitlement to such securities.

13.4. Upon payment into Court in accordance with section 13.2, the Township's obligation with respect to the securities shall be satisfied and no person shall, at

any time, make any claim or have any claim against the Township for any loss, costs, damages, expenses, directly or indirectly related to the said securities.

14. REGISTRATION AND EASEMENTS

- 14.1. This Agreement shall not be in force, or bind any of the parties hereto, until the date that this Agreement is registered on title to the Lands and the Private Communal Water and Wastewater Services are operational.
- 14.2. The Township shall register this Agreement on title to the Lands at the Owner's cost and expense and shall provide to the Owner confirmation of registration within thirty (30) calendar days of execution by the last of the parties to this Agreement.
- 14.3. The Owner shall, on or before registration of this Agreement, grant to the Township, easements in a form and of a quality satisfactory to the Township Solicitor, that provide full and complete access to the Lands, Plumbing and Systems for purposes set out or related to this Agreement.

15. GENERAL

- 15.1. The Owner shall not make any application, permit or authorize any person to make application to remove this Agreement from the title of the Lands. The Township may, upon termination of this Agreement, in its sole discretion, remove the Agreement from the title to the Lands at any time.
- 15.2. It is understood and agreed that the following Schedules appended hereto are included in and form part of this Agreement and consist of:
 - 15.2.1. Schedule "A" - Description of Private Communal Water System and Private Communal Wastewater System
 - 15.2.2. Schedule "B"- Description of the Lands to Which this Agreement Applies
 - 15.2.3. Schedule "C"- Sample Form Letter of Credit
 - 15.2.4. Schedule "D"- Security Provisions
 - 15.2.5. Schedule "E"- Insurance Requirements
- 15.3 This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument. An executed counterpart of this Agreement may be delivered by facsimile transmission, in which case an original executed counterpart of this Agreement shall be personally delivered to the other parties to this Agreement within two (2) business days immediately following the date of such transmission.

16. ENTIRE AGREEMENT

- 16.1. This Agreement between the Owner, Operator and the Township, constitutes the entire Agreement between the parties hereto with respect to all of the matters herein. This Agreement may be amended only by a further instrument in writing, signed by the parties hereto or their successors or assigns.

17. GOVERNING LAW

17.1. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada as applicable in the Province of Ontario.

17.2. Any reference to a statute means the legislation bearing that name at the time the Agreement is signed and includes its regulation and any amending or successor legislation.

18. SEVERABILITY

18.1. Each provision of this Agreement shall be severable from the other and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision.

19. REMEDIES OF THE TOWNSHIP

19.1. No reference to or exercise of any specific right or remedy by the Township shall prejudice or preclude the Township from any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein, and the Township may, during the term of this Agreement exercise any one or more of such remedies independently or in combination.

20. HEADINGS

20.1. Headings appearing in this Agreement are for convenience only.

20.2. This agreement shall be read with such changes of gender or number or corporate status as the context may require.

21. COVENANTS TO RUN WITH THE LANDS

21.1. All of the obligations, provisos, covenants and conditions contained in this Agreement shall be deemed to be covenants running with the Lands, shall ensure to the benefit of and shall be binding upon the parties, their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF THE Owner has hereunto set his Hand and Seal or affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

We have authority to bind the corporation

IN WITNESS WHEREOF the Tay Valley Township has hereunto affixed its Corporate Seal duly attested to by its Reeve and Township Clerk.

CORPORATION OF TAY VALLEY TOWNSHIP

Per: _____

Clerk

Per: _____

Reeve

We have authority to bind the corporation

IN WITNESS WHEREOF THE Operator has hereunto set his Hand and Seal or affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

Per: _____

We have authority to bind the corporation

3. If, in the reasonable opinion of the Township, the Owner commits any act of Default as defined in this Agreement, the Township may serve upon the Owner a notice prescribing the nature of the default, the remedial actions necessary and the time by which all remedial actions must be taken, which period to cure shall be no less than thirty (30) days. Upon receipt of a notice of default, the Owner shall, within the time specified in the notice, take all steps necessary to rectify the default. Where the Owner has not rectified the default to the satisfaction of the Township, acting reasonably, within the time provided in the notice, the Township may, without written notice, enter upon the Lands and take all necessary action to rectify the deficiency or default, including but not limited to temporarily operating, maintaining and managing the Systems (which may include appointing a private operator), and all of the Township's costs and expenses associated therewith, on a full cost recovery basis, shall be borne by the Owner. At the sole discretion of the Township, acting reasonably, the Township may agree to extend any deadline necessary to correct the deficiencies noted in the notice of default provided that the Owner is diligently working to correct the deficiencies and there is no risk to public health or safety, in the Township's sole opinion.
4. In the event that the Township temporarily operates, maintains or manages the Systems, or any part thereof, such actions shall:
 - a. be deemed to be performed as an agent of the Owner;
 - b. be deemed to constitute a service for which the Township may impose fees or charges in accordance with the Municipal Act, 2001 on all owners of lands benefiting from the Systems;
 - c. be subject to cost recovery by the Township where the Township elects not to proceed by way of fees and charges by-law. The Township may invoice the Owner for all costs and expenses of maintenance, operation and management of the Systems and such other costs and expenses as are set out in any applicable legislation and the Owner hereby covenants to pay such costs and expenses, as invoiced by the Township;
 - d. constitute services for which the Township may draw upon any Security posted with the Township;
 - e. where the Township incurs any costs associated with such actions, and notwithstanding any other rights provided to the Township under this Agreement, constitute a debt owed to the Township which may be enforced as a lien against the real property owned by the Owner which receives the benefit of the Systems; and

- f. the parties agree that at such time as the Owner is capable of resuming the operation, management and maintenance of the Systems the Township shall restore the operation, management and maintenance of the Systems to the Owner. Where the permanent operation, management and maintenance of the Systems are returned to the Owner, this Agreement shall remain in full force and effect as if the operation, management and maintenance of the Systems had not been undertaken by the Township.
- 5. The Owner further agrees that it will authorize the Township to assume the permanent operation, maintenance and management of the Systems upon receipt of an order from the Ministry of the Environment, Conservation and Parks requiring such.
- 6. In the event of the permanent operation, maintenance and management of the Systems by the Township in accordance with the provisions of this Agreement, title to the Systems will remain with the Owner. The Owner will execute all necessary documents, consents and authorizations as may be deemed necessary by the Township to permit the Township to encumber those portions of the Systems the Owner owns for the purpose of obtaining funding necessary for the operation, maintenance and management of the Systems.
- 7. In the event that the Township assumes the permanent operation, maintenance and management of the Systems the Owner agrees that such operation, maintenance and management shall:
 - a. be deemed to be performed as an agent of the Owner;
 - b. be deemed to constitute a service for which the Township may impose fees or charges in accordance with the Municipal Act, 2001 on all owners of lands benefiting from the Systems;
 - c. be subject to cost recovery by the Township where the Township elects not to proceed by way of fees and charges by-law. The Township may invoice the Owner for all costs and expenses of maintenance, operation and management of the Systems and such other costs and expenses as are set out in any applicable legislation and the Owner hereby covenants to pay such costs and expenses, as invoiced by the Township;
 - d. constitute services for which the Township may draw upon any Security posted with the Township, be subject to the withdrawal of money from available reserve funds held by the Owner and shall constitute services for which the Township may encumber the Systems;
 - e. where the Township incurs any costs associated with such actions, and notwithstanding any other rights provided to the Township under this Agreement, constitute a debt owed to the Township which may be enforced as a lien against the real property owned by the Owner which receives the benefit of the Systems; and
 - f. the parties agree that at such time as the Owner is capable of resuming the operation, management and maintenance of the Systems the Township shall restore the operation, management and maintenance of the Systems to the Owner. Where the permanent operation, management and maintenance of the Systems are returned to the Owner, this Agreement shall remain in full force and effect as if the operation, management and maintenance of the Systems had not been undertaken by the Township.

SCHEDULE "A"

**DESCRIPTION OF PRIVATE COMMUNAL WATER SYSTEM AND PRIVATE COMMUNAL
WASTEWATER SYSTEM**

The Systems will consist of and comply with the design intent set out in the
_____ dated _____, amended if required, in
accordance with the Environmental Compliance Approval.

SCHEDULE "B"
LEGAL DESCRIPTION

The property is what is known as _____, which land is legally described as:

CURRENT LANDS SUBJECT TO THIS AGREEMENT

SCHEDULE "C"

REQUIRED FORM FOR IRREVOCABLE LETTER OF CREDIT

(to be put on Bank Letterhead)

LETTER OF CREDIT NO.:	AMOUNT:	INITIAL EXPIRY DATE

TO: THE CORPORATION OF THE TAY

VALLEY TOWNSHIP:

WE HEREBY AUTHORIZE YOU TO DRAW ON THE

account of

(Name of Customer)

UP TO AN AGGREGATE AMOUNT OF

available on demand.

the hereby establish and give you an Irrevocable Letter of

Credit in your favour in the above amount which may be drawn on by you at any time and from

time to time, upon written demand for payment made upon us by you, which demand we shall honour without inquiring whether you have the right as between yourself and the said customer to make such demand, and without recognizing any claim of our said customer, or objection by it to payment by us.

THE LETTER OF CREDIT we understand relates to works and services to be performed pursuant to a Private Communal Water System and Private Communal Wastewater System Responsibility Agreement between _____ and the Tay Valley Township, which Agreement is dated the _____ day of _____ 20__ for the property municipally known as _____.

THE AMOUNT of this Letter of Credit may be reduced from time to time as advised by notice in writing to the undersigned from time to time by the Corporation of Tay Valley Township.

THIS LETTER OF CREDIT will continue in force for a period of one year, but shall be subject to a condition hereinafter set forth:

IT IS A CONDITION of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any expiration date hereof, unless at least

30 days prior to any such future expiration date, we notify you in writing by registered mail, that we elect not to consider this Letter of Credit to be renewable for any additional period.

DATED at _____, Ontario, this _____ day of _____ 20__

COUNTERSIGNED BY:

{Name of Bank} Per:

SCHEDULE "D" SECURITY PROVISIONS

These calculations are based on estimated costs for the operation, maintenance and management of the Systems. The amount of the Letter of Credit may be adjusted from time to time to identify what the actual costs are.

Operating, Maintaining and Managing Costs for Private Communal Water and Wastewater System

ESTIMATED ANNUAL COSTS	LABOUR	DISBURSEMENTS	TOTAL

SCHEDULE "E" INSURANCE REQUIREMENTS

- I. During construction of the Systems, the Owner through the Contractor shall provide and maintain:
 - (a) Wrap-Up Liability Insurance acceptable to the Township and subject to limits of not less than \$5,000,000 per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall be in the name of the Owner's Contractor, its Subcontractors, Agents, Architects and Engineers and shall name the Township as an additional insured thereunder.
 - (b) Builder's All Risk Insurance coverage to full replacement cost of the premises under construction. Such insurance shall be in the name of the Owner's Contractor.
 - (c) Motor Vehicle Liability Insurance in respect to owned or leased licensed Motor Vehicles subject to a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
 - (d) All above policies shall contain an endorsement to provide the Township with (30) days prior written notice of cancellation or of a material change that would diminish coverage.
 - (e) The Owner's Contractor shall furnish the Township with copies of such policies or certificates of insurance as evidence of such insurance prior to the registration of this Agreement.
 - (f) As determined by the Township, the Owner's Contractor may be required to provide and maintain additional insurance coverage(s), which are related to the agreement requirements.

The Township understands that the Owner shall subcontract the construction work to a third party. The above noted insurance, shall be required by the Owner of that Contractor, and the Owner.
2. Post-commissioning and during the maintenance, management and operations of the Systems, the Owner shall cause the Operator to provide

and maintain, throughout the term of this agreement, insurance covering the following events and in the following amounts:

- (a) Commercial general liability in the amount of \$2,000,000.00 providing public liability and property damage insurance coverage in respect of any one occurrence against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property.
- (b) Automobile liability covering all vehicles owned, leased or hired by the Operator in connection with its operation of the Facilities, with a coverage limit of not less than \$2,000,000.00 per claim or occurrence and aggregate inclusive for bodily injury, death and damage to property.
- (c) Environmental impairment liability in the amount of \$10,000,000.00 covering third party property damage and bodily injury and clean-up costs for pollution conditions emanating from the Facilities.
- (d) Excess Umbrella Liability Insurance in the amount of \$8,000,000.00.

The Operator shall cause the Owner, and the Township to be named as an additional insured on all policies of insurance maintained by Operator pursuant to this Agreement with waiver of subrogation. The cost of said insurance from time to time shall be recoverable by Operator as part of its Annual Service Fee (included in fee structure).

The Operator shall provide the Owner, and the Township with copies of insurance certificate confirming that the Operator has obtained insurance coverage as described in this Agreement, within thirty (30) days of the signing of this Agreement. The Operator shall also undertake each Contract Year to provide the Owner with confirmation of the renewal of such policies within ten (10) days of their renewal date.

The Operator shall use its Best Efforts to ensure that all contracts of insurance are written on the basis that the insurance company shall not suspend, void, cancel, or restrict or reduce insurance coverage or limits except after giving 30 days prior written notice by registered mail to the Owner.

APPENDIX C

DESCRIPTION OF MUNICIPAL RESPONSIBILITY AGREEMENT ELEMENTS

Operating and Maintenance (O & M) Standards

The principal factor contributing to risk is inadequate operation and maintenance. The integrity of the private communal system and adherence to operating and maintenance standards are critical components of the Municipal Responsibility Agreement (MRA):

- The MRA should make reference to materials, construction and Operation and maintenance (O&M) standards including Ministry of Environment, Conservation and Parks (MECP) standards and municipal standards. As the Township may not have standards relevant to the construction and operation of communal systems the Township may investigate standards from other municipalities and consider referencing those in the MRA.
- Some communal service providers consider their technologies and processes to be proprietary and may not be willing to provide information. In that case examples from existing installations and references from current owners can help build confidence in the proponent's proposed methods to provide communal services;
- Regarding O&M the Township may wish to ensure that O&M during the start-up and early operating phases recognize two factors:
 - That built infrastructure may not be operating at design loads and positive results from operations monitoring may not be indicative of capabilities once fully loaded. Provisions for a comprehensive review of performance and "stress testing" at specific build out phases is an appropriate inclusion in the MRA;
 - There is less likelihood of mechanical failure early in the life cycle of the infrastructure. A phased structure to building a reserve fund would reflect common practices in infrastructure life cycle management

O&M requirements beyond those specified in the Environmental Compliance Approval in particular in the early stages of development will help protect the Township from risk

- The development proponent will outline their plans to provide for operation and maintenance. The Township will want to understand, impose requirements and monitor operations and maintenance:
 - The proponent will provide an O&M plan which includes all planned activities, expected service life of components and capital plan to renew, a description of failure modes and responses/redundancies, etc.
 - Does the proponent propose to "self-operate" and what are their qualifications?
 - Does the proponent propose to contract out operations ... to who and what are their qualifications?
 - The Township can specify in the MRA the reporting requirements from the proponent
 - The Township can specify on the MRA their rights to enter to inspect the facilities.
- The Township may wish to outline the form and content of an Operations and Maintenance manual in the MRA

- Significant to reduction of risk for municipalities from private operators of drinking water system is the new regulation under the Safe Drinking Water Act which includes system registration and other requirements.

A Definition of Default

A multiple-stage process to arrive at default will establish mechanisms and expectations which will help avoid municipal responsibility. The Municipal Responsibility Agreement (MRA) can establish different definitions/levels of default along with the expected actions by the proponent / responses by the Township.

One of the core elements of defining default is for the MRA to include an inventory of the legislative, regulatory and guidance authority of both the owner and the township to design, build, own and operate water and wastewater services. In addition to direct reference to the D-5-2 guideline the MRA may refer to and state the relevance of:

- Section 79(c), Environmental Protection Act, R.S.O. 1990
- Sections 16, 32, 52, 53, 62 of the Ontario Water Resources Act, R.S.O. 1990
- Health Protection and Promotion Act, RSO 1990, c. H.7,
- Safe Drinking Water Act (SDWA), 2002 and O. Reg. 319/08
- Ministry technical design guidelines
- Township Official Plan policies
- Township Zoning Bylaw provisions

(As legislation and regulation change a comprehensive review has not been provided. The legislative authority section of a Township MRA would be prepared at the time of the MRA.)

Possible benchmarks for which actions can be laid out include:

- Failure to report as agreed on operations and maintenance;
- Failure to complete as agreed planned maintenance activities;
- Failure to meet performance goals established in the MRA which are in excess or not detailed in Provincial regulation;
- Failure to meet the requirements of Provincial regulation but not deemed to be a public health or risk to the environment;
- Failure to provide capital to a reserve fund or unanticipated draw from a reserve fund;
- Evidence beyond O&M of the communal systems of proponent financial stress (may be indicative of problems coming ...);
- Evidence that communal systems are not meeting protection of public health and the environment requirements;
- A description within the MRA for an option for the Township to take over operations / responsibility outside of a default scenario.

An Outline of Remedial Action in the Event of Default

With multiple stages leading to default, as described above, possible responses by the Township at various stages can be included in the Municipal Responsibility Agreement:

- Inspection of the facilities
- Retaining at the proponents cost a third party review
- Assessing penalties which will have been detailed in the MRA
- Notice of concern to any providers of insurance against default / holders of securities

Financial Assurance Provisions

Options for financial assurance are discussed above. The MRA will clearly and completely detail the selected financial assurance provisions.

Registration on Title of the Subject Property

Registration on title of the subject property along with a requirement to:

- Notify each new owner/tenant/lease holder/etc. of the agreement
- Notify the Township regarding any change of ownership of the subject property
- Require a capital facilities condition and needs assessment at change of ownership be provided to the Township along with confirmation that the accumulated amounts in the reserve remain sufficient to protect from risk

Easements

It is important to establish legal definitions of property blocks and easement rights including right to enter as part of the development application and the MRA. These will allow orderly execution of responsibility should that occur.

- In some cases upon default a township may elect to provide an alternative solution to site servicing. An easement from the proposed location of plant facilities to an adjacent right-of-way will allow for future transition to an alternative service solution.

Right of Entry and Inspection

The Township already has rights to enter property and make inspections under various authorities including the Building Code. Those rights along with specific rights to enter to protect the municipal interest can be detailed in the agreement

Operating and Maintenance Standards

The principal factor contributing to risk is inadequate operation and maintenance. The integrity of the private communal system and adherence to operating and maintenance standards are critical components of the MRA:

- The MRA should make reference to materials, construction and O&M standards including MOECP standards and municipal standards. As the Township may not

have standards relevant to the construction and operation of communal systems the Township may investigate standards from other municipalities and consider referencing those in the MRA.

- Some communal service providers consider their technologies and processes to be proprietary and may not be willing to provide information. In that case examples from existing installations and references from current owners can help build confidence in the proponent's proposed methods to provide communal services;
- Regarding O&M the Township may wish to ensure that O&M during the start-up and early operating phases recognize two factors:
 - That built infrastructure may not be operating at design loads and positive results from operations monitoring may not be indicative of capabilities once fully loaded. Provisions for a comprehensive review of performance and "stress testing" at specific build out phases is an appropriate inclusion in the MRA;
 - There is less likelihood of mechanical failure early in the life cycle of the infrastructure. A phased structure to building a reserve fund would reflect common practices in infrastructure life cycle management

O&M requirements beyond those specified in the Environmental Compliance Approval in particular in the early stages of development will help protect the Township from risk

- The development proponent will outline their plans to provide for operation and maintenance. The Township will want to understand, impose requirements and monitor operations and maintenance:
 - The proponent will provide an O&M plan which includes all planned activities, expected service life of components and capital plan to renew, a description of failure modes and responses/redundancies, etc.
 - Does the proponent propose to "self-operate" and what are their qualifications?
 - Does the proponent propose to contract out operations ... to who and what are their qualifications?
 - The Township can specify in the MRA the reporting requirements from the proponent
 - The Township can specify on the MRA their rights to enter to inspect the facilities.
- The Township may wish to outline the form and content of an Operations and Maintenance manual in the MRA
- Significant to reduction of risk for municipalities from private operators of drinking water system is the new regulation under the Safe Drinking Water Act which includes system registration and other requirements.

A Definition of Default

A multiple-stage process to arrive at default will establish mechanisms and expectations which will help avoid municipal responsibility. The MRA can establish different definitions/levels of default along with the expected actions by the proponent / responses by the Township.

One of the core elements of defining default is for the MRA to include an inventory of the legislative, regulatory and guidance authority of both the owner and the township to design,

build, own and operate water and wastewater services. In addition to direct reference to the D-5-2 guideline the MRA may refer to and state the relevance of:

- Section 79(c), Environmental Protection Act, R.S.O. 1990
- Sections 16, 32, 52, 53, 62 of the Ontario Water Resources Act, R.S.O. 1990
- Health Protection and Promotion Act, RSO 1990, c. H.7,
- Safe Drinking Water Act (SDWA), 2002 and O. Reg. 319/08
- Ministry technical design guidelines
- Township Official Plan policies
- Township Zoning Bylaw provisions

(As legislation and regulation change a comprehensive review has not been provided. The legislative authority section of a Township MRA would be prepared at the time of the MRA.)

Possible benchmarks for which actions can be laid out include:

- Failure to report as agreed on operations and maintenance;
- Failure to complete as agreed planned maintenance activities;
- Failure to meet performance goals established in the MRA which are in excess or not detailed in Provincial regulation;
- Failure to meet the requirements of Provincial regulation but not deemed to be a public health or risk to the environment;
- Failure to provide capital to a reserve fund or unanticipated draw from a reserve fund;
- Evidence beyond O&M of the communal systems of proponent financial stress (may be indicative of problems coming ...);
- Evidence that communal systems are not meeting protection of public health and the environment requirements;
- A description within the MRA for an option for the Township to take over operations / responsibility outside of a default scenario.

An Outline of Remedial Action in the Event of Default

With multiple stages leading to default, as described above, possible responses by the Township at various stages can be included in the MRA:

- Inspection of the facilities
- Retaining at the proponents cost a third party review
- Assessing penalties which will have been detailed in the MRA
- Notice of concern to any providers of insurance against default / holders of securities

Financial Assurance Provisions

Options for financial assurance are discussed above. The MRA will clearly and completely detail the selected financial assurance provisions.

Registration on Title of the Subject Property

Registration on title of the subject property along with a requirement to:

- Notify each new owner/tenant/lease holder/etc. of the agreement
- Notify the Township regarding any change of ownership of the subject property
- Require a capital facilities condition and needs assessment at change of ownership be provided to the Township along with confirmation that the accumulated amounts in the reserve remain sufficient to protect from risk

Easements

It is important to establish legal definitions of property blocks and easement rights including right to enter as part of the development application and the MRA. These will allow orderly execution of responsibility should that occur.

- In some cases upon default a township may elect to provide an alternative solution to site servicing. An easement from the proposed location of plant facilities to an adjacent right-of-way will allow for future transition to an alternative service solution.

Right of Entry and Inspection

The Township already has rights to enter property and make inspections under various authorities including the Building Code. Those rights along with specific rights to enter to protect the municipal interest can be detailed in the agreement

COMMITTEE OF THE WHOLE

May 6th, 2025

Report #PD-2025-09
Noelle Reeve, Planner

**BILL 5 - PROTECT ONTARIO BY UNLEASHING OUR ECONOMY ACT, 2025
SCHEDULE 10 - PROPOSED CHANGES TO THE ENDANGERED SPECIES ACT, 2007
AND A PROPOSAL FOR THE SPECIES CONSERVATION ACT, 2025;
SCHEDULE 7 - PROPOSED AMENDMENTS TO THE ONTARIO HERITAGE ACT; AND
SCHEDULE 9 - SPECIAL ECONOMIC ZONES ACT, 2025**

STAFF RECOMMENDATION

It is recommended:

“THAT, staff submit comments to the Environmental Registry of Ontario posting on key areas of importance to Tay Valley Township, as identified in Report #PD-2025-09 – Bill 5 – Protect Ontario by Unleashing Our Economy Act, 2025; Schedule 10 – Proposed Changes to the Endangered Species Act, 2007 and a Proposal for the Species Conservation Act, 2025; Schedule 7 – Proposed Amendments to the Ontario Heritage Act; and Schedule 9 – Special Economic Zones Act, 2025, by the deadline of May 17, 2025;

AND THAT, this report be circulated to the Minister of Environment Conservation and Parks, Minister of Citizenship and Multiculturalism, Ministry of Economic Development, Job Creation and Trade, local MPP Jordan, and the Rural Ontario Municipal Association.”

BACKGROUND

On April 17, 2025, the Province introduced Bill 5, the *Protect Ontario by Unleashing our Economy Act, 2025* <https://ero.ontario.ca/notice/025-0416>

Schedule 10 of the Act proposes to make immediate amendments to the *Endangered Species Act* (ESA) and would later repeal the ESA and enact the new *Species Conservation Act, 2025* (SCA), <https://ero.ontario.ca/notice/025-0380>

The government’s stated intention is to reduce “unnecessary delays and costs for housing, transit, and critical infrastructure” and “To help speed up project timelines and provide greater certainty for proponents, while protecting species”.

Schedule 7 - Proposed Amendments to the Ontario Heritage Act - would, “allow for exemptions to archaeological requirements where it could potentially advance a provincial

priority.” [Proposed Amendments to the Ontario Heritage Act, Schedule 7 of the Protect Ontario by Unleashing our Economy Act, 2025 | Environmental Registry of Ontario](#)

Finally, Schedule 9 - Special Economic Zones Act, 2025 – authorizes the Lieutenant Governor to make regulations designating special economic zones and the Minister to make regulations designating trusted proponents and projects exempt from requirements under an Act, regulation or other instrument under an Act, including by-laws of a municipality or local board. [Special Economic Zones Act, 2025 | Environmental Registry of Ontario](#)

DISCUSSION

The province proposes a number of changes to the way Endangered Species are protected in Ontario. A few changes appear beneficial e.g., to reduce duplication with federal regulations and thus speed up approvals and to increase the amount of funding available for habitat restoration or species protection. However, other changes appear to greatly reduce species protection. The proposed changes and suggested Township comments are provided below.

- 1) **“Shift nearly all species-related authorizations to a registration-first approach.** Under the proposed SCA, almost all activities that currently require a permit before proceeding are anticipated to instead require registration.”

This proposed change eliminates the review of potential impacts on species and their habitat by experienced, neutral, government professionals.

Previously, Ministry of Environment, Conservation and Parks (MECP) biologists would have identified potential impacts to species and required mitigation plans. Under the proposed changes, consultants hired by a proponent may choose to downplay impacts and, therefore, identify no need for mitigation.

The Township has direct experience with a proponent’s biologist changing their description of a wetland to a hayed marsh, to a meadow, to benefit their client.

MECP does not have enough staff to review the registrations so species will receive less protection.

Developers and corporations will be permitted to regulate themselves.

- 2) **“Focus on the core protections and redefine habitat** essential to the conservation of species.” “The definition of habitat is proposed to be reframed as follows:

- for animal species:
a dwelling place, such as a den, nest, or similar place, occupied or habitually occupied by one or more members of a species for the purposes of breeding, rearing, staging, wintering, or hibernating and the area immediately surrounding a dwelling place described above that is essential for the purposes mentioned

- for vascular plant species: the critical root zone surrounding a member of the species
- for all other species (for example, lichens): an area on which any member of the species directly depends to carry out its life processes.”

Therefore, the definition of animal habitat will be reduced. According to conservation organizations, habitat loss and degradation are the leading threats to most species at risk. Taking foxes as an example, just the den and the soil around the den, would be protected. None of the habitat that the fox lives in, that it needs for food, or the water it drinks, or the area it needs to find a mate would be protected.

Many animals and most snakes and turtles are killed on roads, far from where they hibernate or den or nest. Protection of just point locations in their lifecycle (dens, nests) will eliminate protection in other stages of their lives.

- 3) **The government would have discretion to remove protected species** from the list, not just the Committee on the Status of Species At Risk in Ontario (COSSARO). The concern with this proposal is that the government could make decisions based on politics, not science.
- 4) **Establish a new Species Conservation Program** to support voluntary initiatives like habitat restoration that protect and conserve species” with funds “up to \$20 million/year”.

While quadrupling the amount of spending on habitat restoration is welcome, the program is designed to rehabilitate habitats that have already been destroyed, instead of protecting them in the first place.

Also, it is fundamentally unfair that the cost of restoration is being borne by the general taxpayer, and not the corporations and developers who are destroying the habitat. Previously developers had to provide an overall benefit to a species impacted by their project by creating three times the amount of habitat destroyed. That provision was then replaced by a requirement to contribute to a fund for conservation activities. Now, without regulations being introduced to set fines or any other consequences for habitat destruction, it appears that public tax dollars will be used to compensate for private profits achieved through species destruction.

- 5) **Remove duplication** with federal legislation for migratory birds and aquatic species. This provision is supported by the Township.
- 6) **Propose to strengthen enforcement** of the amended *Endangered Species Act* and the proposed *Species Conservation Act* with clearer inspection and investigation powers and new order powers to achieve species protection. The Township looks forward to seeing investigative powers and orders strengthened. However, with the habitat protection so greatly reduced, strengthening enforcement powers is not likely to compensate for the loss of habitat.

Another schedule of Bill 5, **Schedule 7 - Proposed Amendments to the Ontario Heritage Act** - would, “allow for exemptions to archaeological requirements where it could potentially advance a provincial priority”. “The amendments would include an authority to establish, in regulation, criteria that must be met for a property to be eligible for an exemption.”

Until the regulations are established it is unknown what the dull effect will be. However, the Planner recommends commenting that as part of Truth and Reconciliation commitments, the Township would not support removing the requirement for archaeological studies.

Finally, **Schedule 9 - Special Economic Zones Act, 2025** – authorizes the Lieutenant Governor to make regulations designating special economic zones and the Minister to make regulations designating “trusted proponents and projects”. The trusted proponents and projects can then be exempted from requirements under an Act, regulation or other instrument under an Act, including by-laws of a municipality or local board.

In other words, if a developer was designated a trusted proponent, environmental protections, Township by-laws, and other regulations could be waived.

The Township objects to this hijacking of democratic community decisions (Official Plans, Zoning By-Laws) to be replaced by the goals of for profit, private interests. This government was recently rebuked by the Auditor General for misuse of Minister’s Zoning Orders (MZOs). This proposal appears to ignore that direction and create MZOs on steroids.

The opportunity for corruption is also raised by the creation of “trusted proponents”. As a TVO article points out, “the government is asking the legislature to put extremely lucrative powers in the hands of cabinet ministers dealing with companies whose officers can make generous political donations”.

OPTIONS TO BE CONSIDERED

Option #1 (Recommended) - The Planner submit the Municipality’s response to the Environmental Registry of Ontario postings as well as to Minister of Environment Conservation and Parks, Honourable Todd McCarthy; Minister of Citizenship and Multiculturalism, Honourable Graham McGregor; Minister of Economic Development, Job Creation and Trade, Honourable Victor Fideli; local MPP John Jordan, and to the Rural Ontario Municipal Association.

Option #2 – Council chooses to submit some of the comments but not all.

FINANCIAL CONSIDERATIONS

If enacted, a number of the proposed provincial legislative and policy changes identified in this report could have significant impacts for development. Identifying point locations related to species at risk is more complicated than identifying a general habitat area of a species and will likely cost more and introduce delays.

Protecting biodiversity through habitat protection makes economic sense, since ecosystem services like clean water, pollination and climate regulation contribute billions of dollars to

Ontario's economy each year. Destroying these habitats will have a negative impact on the economy.

STRATEGIC PLAN LINK

Strong Community and Thriving Economy - Over-riding Township by-laws or other pieces of legislation could create adverse impacts that the Township would have to compensate for.

Healthy Environment – Reducing habitat protection reduces biodiversity which makes our ecosystems more fragile. Schedule 10 raises the spectre of environmental sacrifice zones for short term economic development.

CLIMATE CONSIDERATIONS

Reducing habitat protection impacts the ability of the landscape to absorb carbon, reduce flooding and drought, and maintain resiliency to climate impacts.

CONCLUSION

The Planner concludes that the Township should comment on the Environmental Registry of Ontario postings so that the province hears the measures the Township supports and the specific potential negative impacts on our rural area.

Bill 5, Schedule 9 removes local control over community land use decisions by over-riding them to an even greater extent than Minister's Zoning Orders.

Schedule 7 could harm Truth and Reconciliation efforts by removing Indigenous consultation on archaeological sites.

Schedule 10 could have a particularly negative impact on Tay Valley Township because of our unique ecosystems that contain species at risk found both in northern and southern Ontario. Schedule 10 proposes to reduce habitat protection which will seriously reduce species protection. Habitat destruction harms the economy, since ecosystem services like clean water, pollination and climate regulation contribute billions of dollars to Ontario's economy each year.

ATTACHMENTS

None

Prepared and Submitted By:

**Noelle Reeve,
Planner**

Approved for Submission By:

**Amanda Mabo,
Chief Administrative Officer/Clerk**

COMMITTEE OF THE WHOLE
May 6, 2025

Report #PW-2025-09
Sean Ervin, Public Works Manager
BLUE BOX PROGRAM CHANGES TO NON-ELIGIBLE SOURCES

STAFF RECOMMENDATION(S)

It is recommended:

“THAT, staff prepare and distribute a survey to the Township’s Non-Eligible Sources to gather further information regarding the blue box recycling practices of these properties”

BACKGROUND

On June 3, 2021, the Ontario Minister of Environment, Conservation and Parks approved [Ontario Regulation 391/21 Blue Box](#) under the [Resource Recovery and Circular Economy Act, 2016](#). The regulation shifts the responsibility for collection, hauling, processing and marketing of blue box materials, including related promotion and education activity, from communities to producers of paper products, packaging, and packaging-like products. As a result, these producers will become fully financially and operationally responsible for the residential Blue Box Program.

Tay Valley Township transitioned to the new regulation on January 1, 2025.

The regulation states what entities must be serviced by producers during the transition period (July 1, 2023, to December 31, 2025) and post transition (starting January 1, 2026). These entities are referred to as eligible sources (i.e., residential homes, multi-residential buildings, elementary/secondary schools, some long-term care/retirement homes and some public spaces).

Under the regulation, producers have no legal obligation to collect blue box material from non-eligible sources (i.e., businesses and other institutions not listed above) during or post transition. Therefore, costs associated with providing blue box collection and processing services to non-eligible sources will continue to be borne by Tay Valley if the Township chooses to continue servicing these sources.

Non-eligible sources include:

- industrial or commercial properties (not including residential units on the property),
- not-for-profit organizations,
- municipal buildings or facilities,
- daycares,
- places of worship (not including a residential home on the property),
- campgrounds and trailer-parks for temporary stay, and
- commercial farms (not including a residential home on the farm property).

Tay Valley Township has always paid the costs to collect, haul and process non-eligible source blue box materials. Under the previous Blue Box Program, communities were permitted to co-mingle eligible and non-eligible source blue box material with fees or property taxes covering the costs to provide the service to the non-eligible sources. These costs were considered reasonable because of the ability to co-mingle the two sources of material.

The Township does not have any data to determine which of the non-eligible sources were using the Townships services or how much blue box materials the non-eligible sources created.

During the transition period, Circular Materials has permitted communities to continue to co-mingle and pay for the collection and processing of the blue box materials from non-eligible sources, if an arrangement is made. Post transition, co-mingling will no longer be permitted, and non-eligible sources must be collected separately.

Staff will be reporting back with recommendations for Council on whether to continue servicing non-eligible sources during and/or post transition. In the meantime, below describes the current service to non-eligible sources and the options being explored.

DISCUSSION

The Township has three (3) depot sites where non-eligible sources can bring their blue box materials. Staff used Municipal Property Assessment Corporation (MPAC) property codes to determine that there are seventy-nine (79) properties that are considered non-eligible sources. Of these properties, staff believe there are fifty-eight (58) properties that would have non-eligible blue box materials.

Staff have started gathering data to confirm the number of non-eligible sources within the Township and will create a survey that could be sent to these properties to determine their current blue box collection practices, such as if they use the depots or if they have retained their own collection provider or if they currently use the depots and which site(s).

During transition, from January 1, 2025, until December 31, 2025, Tay Valley continues to co-mingle eligible and non-eligible source blue box material with Circular Materials (CM) and are paying \$200 per tonne of blue box materials collected multiplied by a 2.35%, the percentage of non-eligible properties in Tay Valley based on MPAC assessments.

This option allows Tay Valley to continue current practices until December 31, 2025, providing additional time to make decisions and determine the viability of the options to service non-eligible sources.

FINANCIAL CONSIDERATIONS

The Township is currently paying an average of \$130 per month (based on three months) to co-mingle the non-eligible sources with the eligible sources. This is based on the number of tonnes of recyclables collected, multiplied by 2.35%, multiplied by \$200.00.

After the deadline, the Township is responsible for 100% of the cost of non-eligible sources if the Township continues to accept non-eligible sources.

Staff have yet to gather quotes for a separate blue box service at one, or more, of the Township's depots. However, a thorough cost-analysis will be completed following the results of the non-eligible sources survey as the cost will vary depending on the size of the bins required and the frequency of required pick-ups.

OPTIONS CONSIDERED

Starting January 1, 2026, CM will no longer permit their contractors (Tay Valley is the "contractor") to collect blue box materials from non-eligible sources. Therefore, Tay Valley will need to decide how to manage the blue box materials generated by non-eligible sources. One of the options noted below will need to be chosen post transition (January 1, 2026, and onward).

Option #1 – Provide separate collection and processing service to non-eligible sources

Under Option 1, staff would either receive competitive bids or discuss an additional scope of work with the current waste contractor for blue box collection, hauling and processing services to the non-eligible sources in a dedicated service program (since non-eligible source material cannot be co-mingled with residential material post transition). Staff would possibly recommend that one of the depot sites, such as Glen Tay, be dedicated to accepting non-eligible sources. However, this will be better determined following the results of the non-eligible survey and based on where most of the non-eligible sources are currently taking their blue box materials.

This option would result in continued service to non-eligible sources with some possible service level changes to ensure the blue box material from the non-eligible sources is not co-mingled with blue box material from residential sources. This separate collection service will likely result in a higher cost post transition (January 1, 2026, onward) and is also dependent on securing processing capacity for non-eligible source material.

Option #2 – Terminate blue box service to non-eligible sources.

Under Option 2, Tay Valley would assume no responsibility for the collection of non-eligible source material beginning January 1, 2026. Non-eligible sources would need to arrange for private collection of blue box materials, most likely a bin on site for recycling that they would pay to have taken away.

This option would result in minimal administrative work, however, would need to be supported by a strong promotion and education campaign to inform the non-eligible sources of service changes. The risk with this option is non-eligible sources may not be able to arrange for private collection which may result in increased blue box material tonnage in the garbage stream and increased costs to manage the garbage stream.

CLIMATE CONSIDERATIONS

Ensuring an efficient and effective Blue Box program will reduce Green House Gas Emissions and ensure that recycling materials do not end up in the landfill.

STRATEGIC PLAN LINK

Mission: To deliver efficient and effective services for the benefit of residents, visitors, and businesses.

CONCLUSIONS

Staff will continue to analyze the options presented above and return to Council with recommendations on following the results of the survey and more research by staff. Staff are tentatively aiming to bring a follow-up report in the third quarter of 2025.

ATTACHMENTS

None

Prepared and Submitted By:

Approved for Submission By:

**Sean Ervin,
Public Works Manager**

**Amanda Mabo
Chief Administrative Officer/Clerk**

COMMITTEE OF THE WHOLE**May 6, 2025****Report #PW-2025-10****Sean Ervin, Public Works Manager****TRAFFIC COUNTING SERVICES – RFP AWARD****STAFF RECOMMENDATION(S)**

It is recommended:

“THAT, the Request for Proposal (RFP) #2025-PW-006 – Traffic Counting Services be awarded to Traffic-Survey-Analysis Inc;

AND THAT, the Reeve and Clerk be authorized to sign the necessary documentation.”

BACKGROUND

The Township has never completed a traffic counting study to determine the volume of traffic on each of the different roads under the jurisdiction of Tay Valley Township. The Township does own two (2) traffic counters; however, it would take many years and a significant amount of staff time to gather this information and therefore hiring of a third-party expert is the most efficient way to gather this information.

The general scope of work for this project includes:

- Collect Average Daily Traffic (ADT) for all 158 road segments.
 - Traffic Counters shall be automatic traffic recorders and record two-way traffic at 15-minute intervals for 24 hours per day over a consecutive 7-day period.
- Traffic Counters shall be deployed between June 1st to September 1st, 2025 to capture peak seasonal traffic accurately.
- A daily summary report shall be prepared for each road segment, and include:
 - Hourly summary of each type of vehicle (bike, passenger vehicles, and the different classes of trucks.
 - Daily total for each type of vehicle (13 different axle classification)
 - AM peak and PM peak traffic periods
 - Average speed and 85% of speed.

With the Township’s fluctuating population due to seasonal residents, the traffic volumes on some of the Township’s roads significantly changes during the different seasons. The proponent will use industry standard methods to fully evaluate the fluctuating traffic volumes on the different road segments.

DISCUSSION

The Request for Proposal (RFP) for Traffic Counting Services was issued on March 6, 2025, on the Township's portal of Bids and Tenders. The RFP closed on April 10, 2025, and five (5) bids were received, which are outlined in the table below.

Company
Traffic-Survey-Analysis Inc
Smart Sensor Solutions
Ontario Traffic Inc
Rural Impact Canada
The Greer Galloway Group Inc.

Each of the proposals written and financial component were evaluated separately. The written component was evaluated on the following criteria, for the maximum of 70 points:

- The firm's qualifications and experience on similar projects;
- The project teams experience;
- Project understanding; and,
- Work plan, methodology and quality assurance plan;

The financial component is evaluated by awarding the lowest priced proposal the full amount of points, 30 points. The remaining proposals are awarded by completing the following evaluation:

$$\text{Awarded Price Points} = \left(\frac{\text{Lowest Proposal}}{\text{Evaluated Proposal}} \right) \times \text{MAX POINTS (30)}$$

Staff have reviewed and evaluated all five (5) of the submissions and concluded that the proposal submitted by Traffic-Survey-Analysis Inc. (TSA) was the most thorough and scored the highest out of the proposals that were submitted. TSA specializes in providing traffic counting services and has completed projects for the Ministry of Transportation and the County of Peterborough. The firm has an abundance of traffic counting units and can deploy all of them at the same time to complete all 158 of the Township's road segments at once.

FINANCIAL CONSIDERATIONS

The Township included \$44,500 in the 2025 Capital Budget for this project, to be funded from the Contingency Reserve and Development Charges. The submission from TSA is well within budget and a financial breakdown is provided below:

Submission Price	\$ 30,173.26
Non-Rebated H.S.T.	\$ 531.05
Total Price	\$ 30,704.31
Budget	\$ 44,500.00
Surplus/(Deficit)	\$ 13,795.69

The project has a surplus of \$13,795.69 and all unused funds will remain in Contingency and Development Charges Reserves.

CLIMATE CONSIDERATIONS

Not Applicable.

OPTIONS CONSIDERED

Option #1 (Recommended) – Council recommends to the Reeve to award the RFP to Traffic-Survey-Analysis Inc.

Option #2 – Council does not recommend award of the RFP and provides further recommendations to the Reeve.

STRATEGIC PLAN LINK

Strategic Priority – Sustainable Finances.

CONCLUSIONS

Traffic volumes on the different Township roads will provide vital information to the Reeve, Council and Staff when making decisions on future road and bridge capital projects and also set a baseline to show growth in Tay Valley.

ATTACHMENTS

1. Federal Highway Vehicle Classifications

















Prepared and Submitted By:

Approved for Submission By:

**Sean Ervin,
Public Works Manager**

**Amanda Mabo,
Chief Administrative Officer/Clerk**

Federal Highway Vehicle Classifications

FHWA Vehicle Classifications				
1. Motorcycles 2 axles, 2 or 3 tires	2. Passenger Cars 2 axles, can have 1- or 2-axle trailers	3. Pickups, Panels, Vans 2 axles, 4-tire single units Can have 1 or 2 axle trailers		4. Buses 2 or 3 axles, full length
				
5. Single Unit 2-Axle Trucks 2 axles, 6 tires (dual rear tires), single-unit	6. Single Unit 3-Axle Trucks 3 axles, single unit		7. Single Unit 4 or More-Axle Trucks 4 or more axles, single unit	8. Single Trailer 3- or 4-Axle Trucks 3 or 4 axles, single trailer
				
9. Single Trailer 5-Axle Trucks 5 axles, single trailer	10. Single Trailer 6 or More-Axle Trucks 6 or more axles, single trailer			
				
11. Multi-Trailer 5 or Less-Axle Trucks 5 or less axles, multiple trailers		12. Multi-Trailer 6-Axle Trucks 6 axles, multiple trailers		
				
13. Multi-Trailer 7 or More-Axle Trucks 7 or more axles, multiple trailers				
				

COMMITTEE OF THE WHOLE

May 6th, 2025

**Report #FIN-2025-08
Ashley Liznick, Treasurer**

NEW FINANCIAL SYSTEM (ERP)

STAFF RECOMMENDATION(S)

It is recommended:

“THAT, staff be authorized to place a deposit with Endeavour Solutions Inc. for the migration from Microsoft Dynamics Great Plains (GP) to Microsoft Dynamics 365 Business Central (SaaS Cloud ERP) inclusive of the SylogistGov recommended specific add-ons;

THAT, the deposit and initial licensing costs be funded from the Contingency Reserve;

THAT, the estimated ERP operating costs be included in the 2026 and future years budgets;

AND THAT, section 7.4 of the Procurement Policy, the requirement for competitive bid solicitations, be waived.”

BACKGROUND

Lanark County and five (5) other local municipalities are using Great Plains (GP) for financial reporting. This system is a Microsoft product.

Microsoft, on September 25, 2024, announced the end of life for Dynamics GP will be September 30, 2029. According to Microsoft, by April 1, 2026 there will be no new customer sales of GP including both perpetual and subscription licenses, and December 2028 will mark the final year end update for Dynamics GP. Microsoft previously announced in November 2022 that there will be no new features or major updates for Dynamics GP. The October 2022 release was the final release with major feature updates, signaling the end of new modules or significant functionality enhancements.

Migration to a new Enterprise Resource Planning (ERP) software (manages the day-to-day business activities such as taxation, payroll, accounts receivable, accounts payable, invoicing, etc.) should occur as soon as possible. The reason is over 60% of municipalities in Canada are using the GP system. There will be hundreds of municipalities migrating. Migration time slots are filling quickly.

An ERP system extends beyond simple finance and accounting but also needs to have capacity to provide functionality and visibility across all departments in the municipality. An increased need for integration with other software platforms, a Citizen Portal, electronic timesheets, a human resources (HR) module, budgeting software, and capacity for a scalable system that will grow with the Township.

DISCUSSION

Staff have attended virtual demonstrations with the vendor who has relevant Ontario municipal implementations and verified an understanding of the requirements for managing the highly complex and regulated property tax component needed for the Township's new ERP.

The GP system is a Microsoft product. Microsoft is recommending that clients move from GP to Microsoft Dynamics 365 Central (SaaS Cloud ERP). There are several advantages with this recommendation:

- Seamless transfer of data from one Microsoft platform to another.
- Enhanced security. Data will be contained within Microsoft's Azure cloud environment which has world class security protections in place.
- Compatibility with existing systems/programs. The County, and thus the Township, from an IT perspective has standardized on Microsoft products. Using Microsoft's Dynamics 365 Central solution ensures seamless integrations with programs such as Microsoft Office and CoPilot (Artificial Intelligence).
- Reduced capital expenditures. Since the ERP system will be hosted in the cloud there will no longer be a need to replace on site servers in the next 4-6 years.

The Microsoft recommended ERP system requires specific add-ons that are unique to Canada (i.e. payroll, HST, etc.). SylogistGov is the recommended supplier for the addons required. This company is Canadian owned and trades on the Toronto Stock Exchange. SylogistGov is a Microsoft product built on the Dynamics 365 Business Central platform, with over 200,000 customers worldwide, customized for municipal and government services. It operates as a Software as a Service (SaaS) which brings multiple benefits to the Township in that the service provider manages updates, backups and security, and software can be accessed from anywhere with an internet connection and does not need to be installed or maintained on individual devices.

SylogistGov is a partner-led organization (i.e. you must use an authorized partner for implementation and support). One of the authorized partners is Endeavour Solutions Inc. Endeavour is currently supporting over seven hundred (700) GP installations. Endeavour has supported GP clients for over thirty-six (36) years. Feedback received from the Municipal Finance Officers Association (MFOA) Treasurer group has been very positive.

Some of the features of the system include:

- A secure Citizen Portal that will allow residents to log in and view, print, and pay tax bills, produce tax statements, pet licenses (not applicable currently), and business licenses (not applicable currently)
- Electronic timesheets (on the project list)
- HR module

- Budgeting software (on the project list)
- Advanced analytics, dashboards, Key Performance Indicators (KPIs), and reporting, including reporting for year-to-date analysis, Financial Statements, and the Financial Information Return (FIR) for the ministry
- Integration with GIS software
- Purchasing and procurement workflows for all departments (not applicable currently)
- Online processing of employee expenses (not applicable currently)
- Grant management to help streamline applications, fund allocation, and compliance tracking (not applicable currently)
- Automation for efficient financial operations
- Integration with Microsoft products

Benefits of the investment in SylogistGov for the municipality and residents over the long term:

- Enhanced resident access to information via the Citizen Portal to aid in the prevention of additional fees for residents related to late payments, mail disruptions, statement reprints, etc.
- Ability to design reporting to inform the annual Financial Information Return and the annual audited financial statements
- Enhanced availability and access to training for new hires and/or other departments
- Expanded capacity to manage transaction volume increases due to growth
- SaaS (Software as a Service) mitigates business interruption risk
- Can be used by and accessed by certain departments
- Enhanced opportunity for succession planning, cross training, and system maximization utilizing training and AI functionality
- Microsoft product allows for portability of information across different programs (for example Excel, Word, PowerPoint)

OPTIONS CONSIDERED

Option 1 (Recommended) – Reserve a timeslot for the GP migration by paying a refundable deposit with Endeavour.

Option 2 – RFP for a new ERP system.

This is not recommended. Staff capacity and expertise and future delays in securing a spot would defer this project significantly.

Option 3 – Delay GP Mitigation until closer to 2029.

This is not recommended. With waiting until closer to end of life of the current system should any “issues” or “roadblocks” occur it could be detrimental to the Township. Also, the Township would lose out on any cost savings, such as training or migration, that would occur due to other locals/County moving forward without the Township.

FINANCIAL CONSIDERATIONS

Section 7.4 of the Township’s Procurement Policy states “Professional consulting services estimated to cost more than \$2,000 shall be requested through a competitive Request for Proposal (RFP) process.”

County IT staff have been heavily involved in the discussions, along with discussions at the local level as well. Very detailed demonstrations and conversations of current needs, additional requests, and future possibilities were well thought out. The County and many of the other local municipalities are sole sourcing based on the feedback and information researched. One local municipality performed a full request for proposal (RFP) and they are proposing to their Council to authorize the purchase of the new ERP to the same software, SylogistGov.

Preliminary estimates for one-time implementation costs range between \$250,000-\$300,000. A formal quote will be provided in the coming weeks which will be reviewed with County IT staff. Staff are hopeful that some migration costs can be reduced with joint training sessions and group purchasing strategies. At time of this report, it appears that four (4) others (County and (three (3) local) are moving forward with the same system.

Annual costs post implementation for the Microsoft/SylogistGov ERP solution supported by Endeavour Solutions Inc. is estimated to be approximately \$60,000-\$70,000. In comparison, Great Plains is currently \$36,500 per year but requires the investment of an on-premises server every ten (10) or less years (2023 cost of \$53,700).

Support is estimated to range between \$20,000-\$24,000, though support is based on actual time spent so could be lower.

Throughout the project the Township will also need to retain County IT to assist with certain aspects of the project, for example the cloud environment, etc.

A 25% deposit (estimated maximum of \$75,000) + annual cost of licensing is required at the time of signing the agreement to secure/reserve a 2026/2027 migration time slot. The deposit is fully refundable except for any work that was completed prior to the cancellation.

Overall, the cost of the project could be between \$350,000 and \$400,000.

Staff are recommending this project (currently just the deposit and licensing costs) be funded from the Contingency Reserve. The Contingency Reserve is just over one million dollars.

CLIMATE CONSIDERATIONS

Not Applicable.

STRATEGIC PLAN LINK

Mission and Values – To deliver efficient and effective services for the benefit of residents, visitors, and businesses.

Accountable – We value honest and transparent communication and strive for accountability in everything we do, demonstrating value for tax dollars and visible progress on municipal initiatives.

Process Improvement – Implement electronic timesheets, online tax look-up system.
Procure and implement budgeting software.

CONCLUSIONS

Reserving a Great Plain migration timeslot slot early will ensure the Township always has a fully supported ERP system available.

The new ERP brings a number of efficiencies both internally and to property owners.

The new ERP also combines a number of projects into one project – electronic timesheets, budget software, etc.

ATTACHMENTS

None.

Prepared and Submitted By:

Approved for Submission By:

**Ashley Liznick,
Treasurer**

**Amanda Mabo,
Chief Administrative Officer/Clerk**

COMMITTEE OF THE WHOLE
May 6th, 2025

Report #CAO-2025-15
Amanda Mabo, Chief Administrative Officer/Clerk

PROPOSED NEW ROAD NAME & AMENDMENT TO ROAD NAMING BY-LAW
CEDARWOOD WAY & BISHOPS WAY

STAFF RECOMMENDATION(S)

“THAT, the necessary by-law to name an existing Private Road to Cedarwood Way and amend the description of another existing Private Road, Bishops Way, as outlined in Report #CAO-2025-15 – Proposed New Road Name & Amendment to Road Naming By-Law – Cedarwood Way & Bishops Way, be brought forward for approval.”

BACKGROUND

A Building Permit Application was received for a property at 262 Bishops Way. The property is accessed via a legal right-of-way extending from Elm Grove Road, as partially shown in yellow and purple on the attached survey (27R-5265).

All properties require legal access and road frontage (with some exceptions). A preliminary review was conducted by the Executive Assistant and legal access was verified for the applicant's property.

Historically, a portion of the right-of-way in question has been known locally as Bishops Way, a road name that is reflected in the Township's Road Naming By-Law. However, a review of available survey documents, dating back as far as 1960, indicates that what was once perceived as a single roadway is actually composed of at least two distinct sections.

The 1992 survey (27R-5265) clearly differentiates between a forked layout. One branch (Part 3, highlighted purple) leads directly to the applicant's parcel, while the other (Part 4, highlighted yellow) extends northeast and serves as access to two other properties.

Traditionally, the entire roadway was known as Bishops Way, but the physical layout in surveys and on the ground shows that these two parts serve as separate access routes.

DISCUSSION

Road names are critical for civic addressing and emergency response purposes. To proceed with the applicant's related building permit application, the Private Roads must be properly named and described in the Township's Road Naming By-Law.

Since a road cannot split into two parts with the same name, both roads must be properly described in the Township's Road Naming By-Law. Because the Land Registry office requires descriptions to consist of distinct parts on plans of survey to register the Road Naming By-Law, a survey was required.

The applicant's options were:

1. Name the surveyed portion of road leading to the applicant's property (Part 3, purple).
 2. Survey and name the end of Part 4 (now shown as Part 1 on Plan 27R-12450, highlighted in brown) and add it to the Road Naming By-Law so the applicants can keep the name "Bishops Way".
- This option requires providing clear descriptions for both Private Roads in the Road Naming By-Law, including updating the description of Bishops Way.

Because one of the owners wants to retain the name Bishops Way for the road leading to the applicant's property, a survey was done on the other part. This part (Part 1 on 27R-12450, brown) is now proposed to be called Cedarwood Way.

This ensures that each right-of-way is properly named and described in the Township's Road Naming By-Law and that each Private Road has a unique name for emergency services purposes.

The version of survey 27R-5265 on page eight (8) of this report shows the proposed Cedarwood Way in brown and the proposed portion of Bishops Way in Tay Valley Township in green.

The applicant worked with affected landowners to select three proposed road names. Per the Road, Addressing, and Parcels (RAP) Project Policy, the proposed names were submitted to the County to be run through the database to ensure there were no duplicates or similarities to other roads in the region.

Both affected landowners agreed to the name Cedarwood Way, which was the only proposed option that had no duplicates or similarities in the region.

OPTIONS CONSIDERED

Option #1 (Recommended) – Name the Existing Private Road Cedarwood Way and Amend the Description of the existing Private Road Bishops Way

Cedarwood Way meets the requirements of the RAP Policy and consensus was received from a majority of affected landowners. This option also formalizes the long-standing name of Bishops Way by properly describing it in the Township's Road Naming By-Law. This ensures consistency with road naming and municipal addressing practices and maintains the existing civic addresses for the majority of properties.

Option #2 – Propose Alternate Names for Both Private Roads

This option is not recommended because it would delay the Road Naming process at least two months, require starting the process over, and it does not recognize the efforts the applicants put into surveying the road so they could keep the name Bishops Way.

STRATEGIC PLAN LINK

None.

FINANCIAL CONSIDERATIONS

All costs are borne by the applicants. Per the Tariff of Fees, the applicant submitted a \$650 fee for staff time and a \$2,000 deposit for any legal, road name signs and posts.

CONCLUSIONS

That the necessary by-law to name the existing Private Road “Cedarwood Way” and to amend the description of the existing Private Road “Bishops Way”, as outlined in this report, be brought forward for approval.

ATTACHMENTS

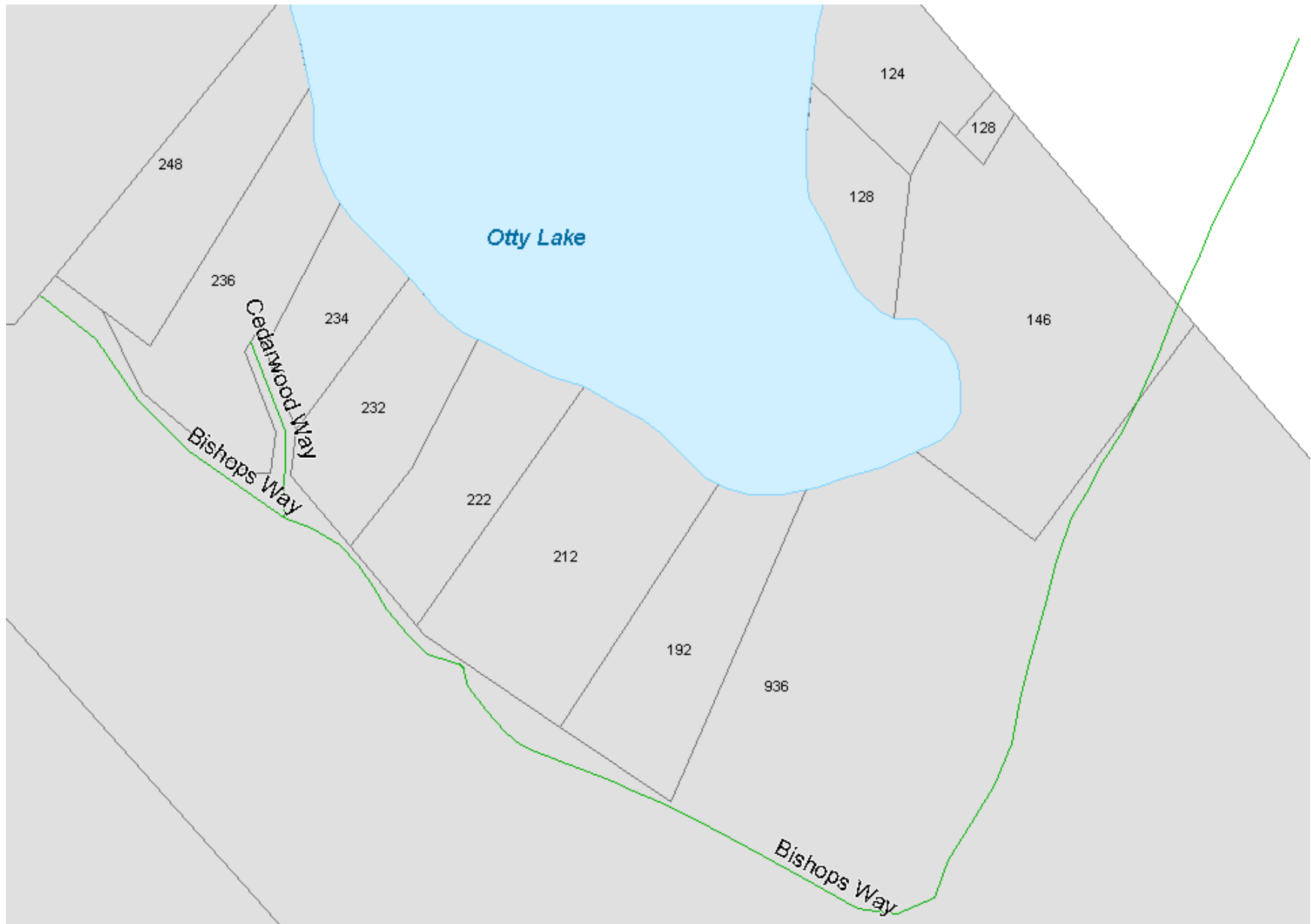
- i) GIS Maps
- ii) Survey 27R-5265 highlighted
- iii) Survey 27R-12450 highlighted as proposed Cedarwood Way
- iv) Survey 27R-9174 highlighted with a portion of Bishops Way in the Township of Drummond/North Elmsley

Prepared and Submitted by:

Approved for Submission by:

**Dayna Clark,
Executive Assistant/Alternate CEMC**

**Amanda Mabo,
Chief Administrative Officer/Clerk**



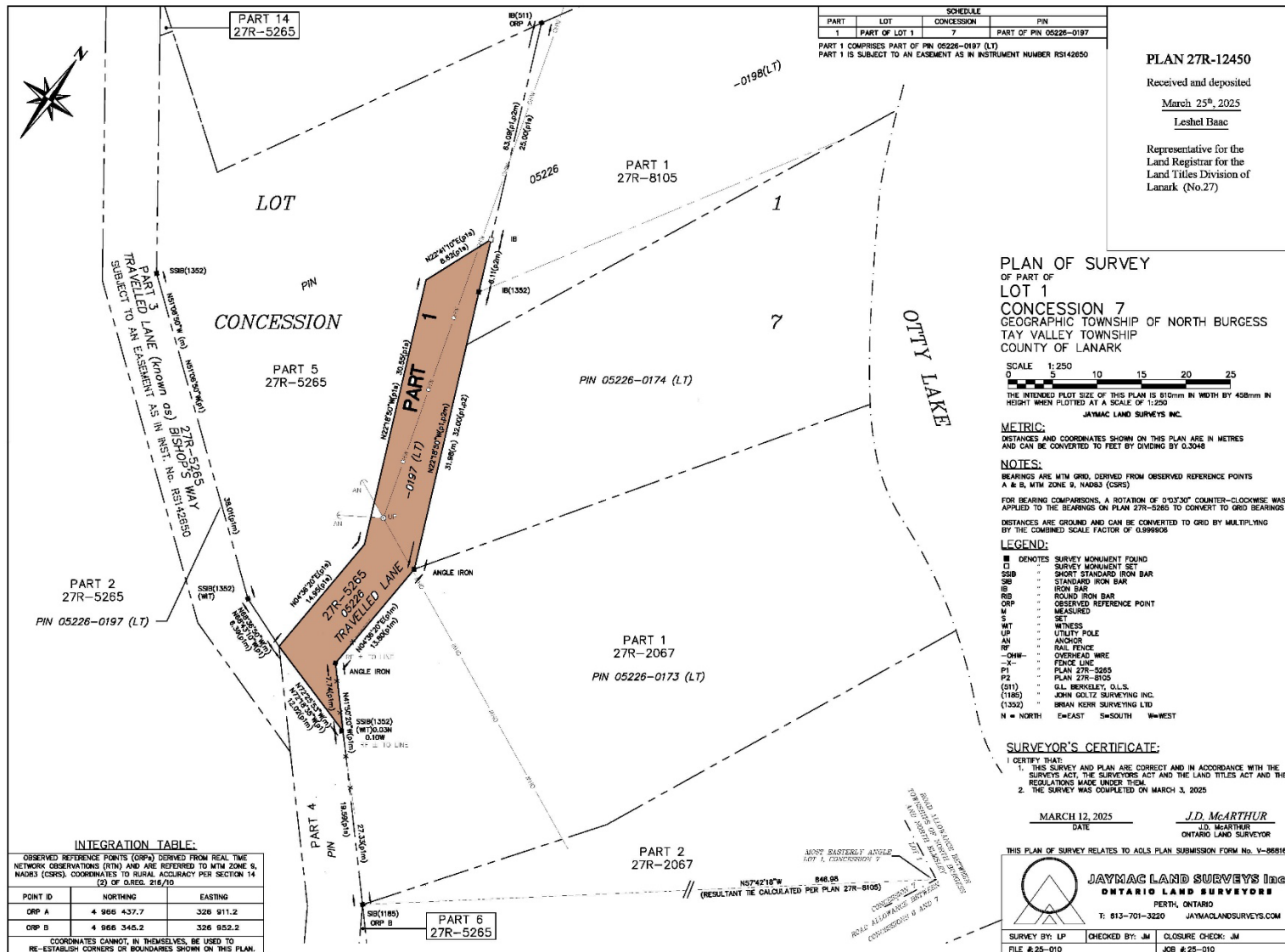
GIS Map showing Cedarwood Way off Bishops Way in Tay Valley Township



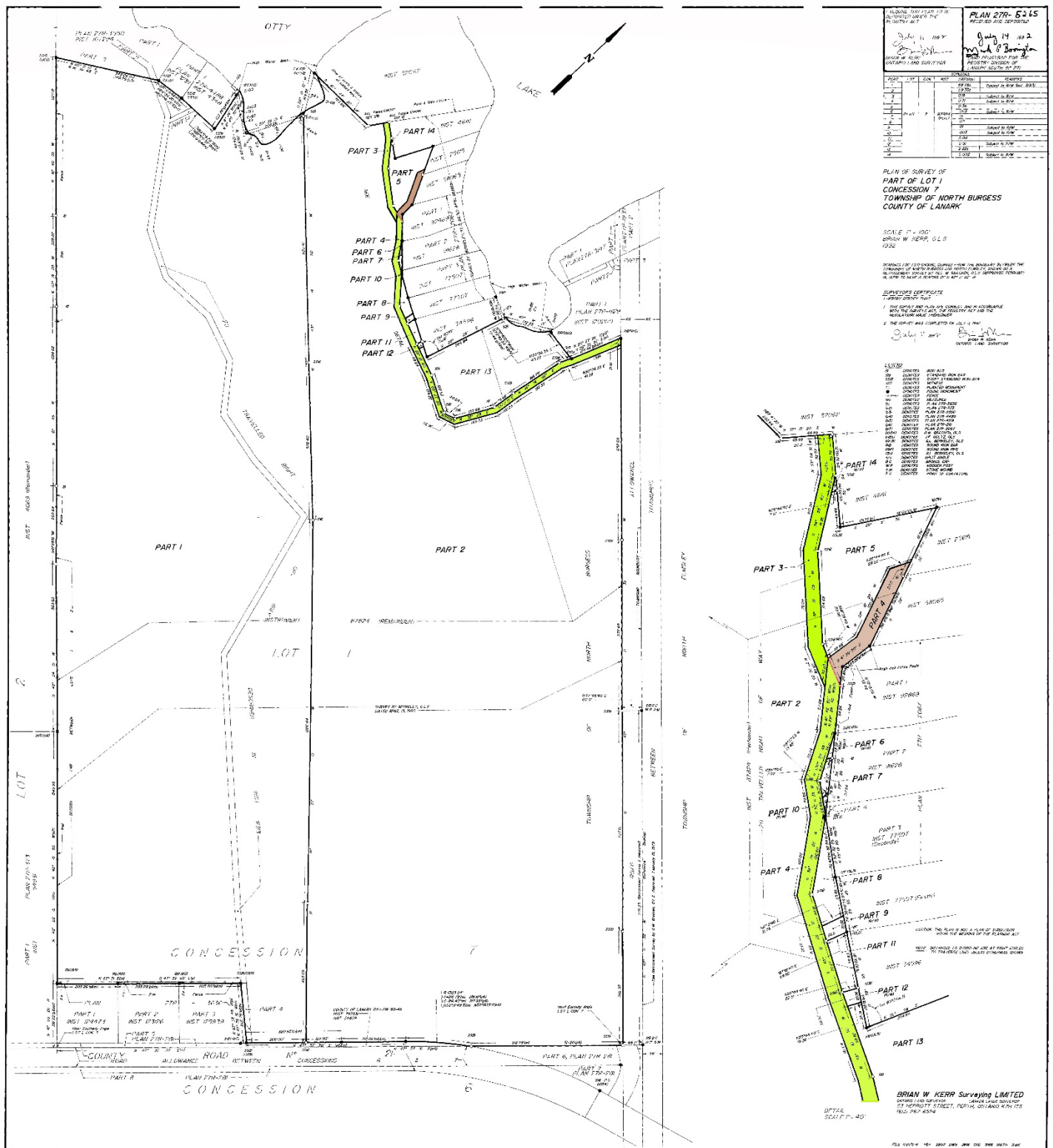
GIS Map showing Bishops Way off McKay Farm Road in the Township of Drummond/North Elmsley



County GIS Map showing entirety of Bishops Way in Tay Valley Township and the Township of Drummond/North Elmsley



Survey 27R-12450 (Showing Cedarwood Way)



Survey 27R-5265 (Showing proposed Cedarwood Way in brown and the proposed portion of Bishops Way in Tay Valley Township in green)

COMMITTEE OF THE WHOLE
May 6th, 2025

Report #CAO-2025-16
Amanda Mabo, Chief Administrative Officer/Clerk

ROAD NAMING POLICY - EXEMPTION CONSIDERATION
CRUDDEN AND STORER

STAFF RECOMMENDATION(S)

“THAT, the right-of-way on the property at 164 Althorpe Road be exempt from the Road Naming Policy as long as it continues to be used solely for farm access, the property at 164 Althorpe Road and the adjacent farm property continue to have frontage on a Public Road (Althorpe Road), and the farm property obtain a civic address, as outlined in Report #CAO-2025-28 – Road Naming Policy – Exemption Consideration (Crudden and Storer).”

BACKGROUND

A Building Permit application was received for a property at 164 Althorpe Road. The property has road frontage on Althorpe Road and contains a legal right-of-way, which originates from a neighbouring farm, runs down a portion of the applicant’s laneway toward Althorpe Road, then runs parallel to the road and across the applicant’s property (see attached in red).

Per the Municipality’s Official Plan, all properties require road frontage (with some exceptions) and legal access.

This right-of-way has existed since at least 1983 and serves two purposes:

1. It forms the initial portion of the applicant’s laneway leading to their dwelling.
2. It allows an adjacent farmer to cross the applicant’s property to access their farmland on the other side.

It was not previously named or included in the Township’s Road Naming By-Law as a Private Road.

It is important to note that the adjacent farmland parcel does not have an approved entrance or assigned civic address from the County Road. Also, the physical right-of-way is not in the surveyed location.

DISCUSSION

The Township's Road Naming Policy requires that all Private Roads providing access to multiple properties be named to ensure emergency services can locate and access the property efficiently. Generally, when an application is submitted for a property that relies on an unnamed Private Road which existed prior to 2002, the road must be named and added to the Township's Road Naming By-Law before proceeding with any other applications.

Of particular note in reviewing this application against the Road Naming Policy:

- The right-of-way in question is used solely for agricultural purposes. It allows the adjacent farmer to cross the subject property to reach their own farmland (which surrounds the subject property on three sides – see GIS Map attached)
- Both properties have frontage on a Public Road
- Staff have conducted a site visit and, in their opinion, the right-of-way does not warrant being named as long as the intent of the right-of way does not change (is always used for farming purposes only and not primary access)

OPTIONS CONSIDERED

Option #1 (Recommended) – Exempt this Right-of-Way from the Road Naming Process

The right-of-way is not used for access to the adjacent property, only to cross the applicant's property for farming purposes and the physical right-of-way is not in the surveyed location. It should be noted that should the use of the right-of-way change in the future for other than farm purposes, then it must be named.

The farm property does not currently have a civic address, they will be required to obtain one for emergency services purposes.

Option #2 – Formalize the Right-of-Way and Name the Private Road

Not recommended in this case, as the naming of the right-of-way used for farm access only does not make sense. In order to name the road a new survey would be required and both properties deeds updated to reflect this change.

STRATEGIC PLAN LINK

None.

FINANCIAL CONSIDERATIONS

All costs are borne by the applicants. Per the Tariff of Fees, a \$650 fee was paid to cover staff time. If Council decides the Road Naming is to proceed, the applicant is to submit the \$2,000 deposit for any legal, road name sign and posts.

CONCLUSIONS

In this case, strict application of the Road Naming Policy does not align with its intent. The right-of-way serves only as a crossing for farm operations and could be confusing if named.

ATTACHMENTS

- i) GIS Map
- ii) Survey 27R-8308 highlighted

Prepared and Submitted by:

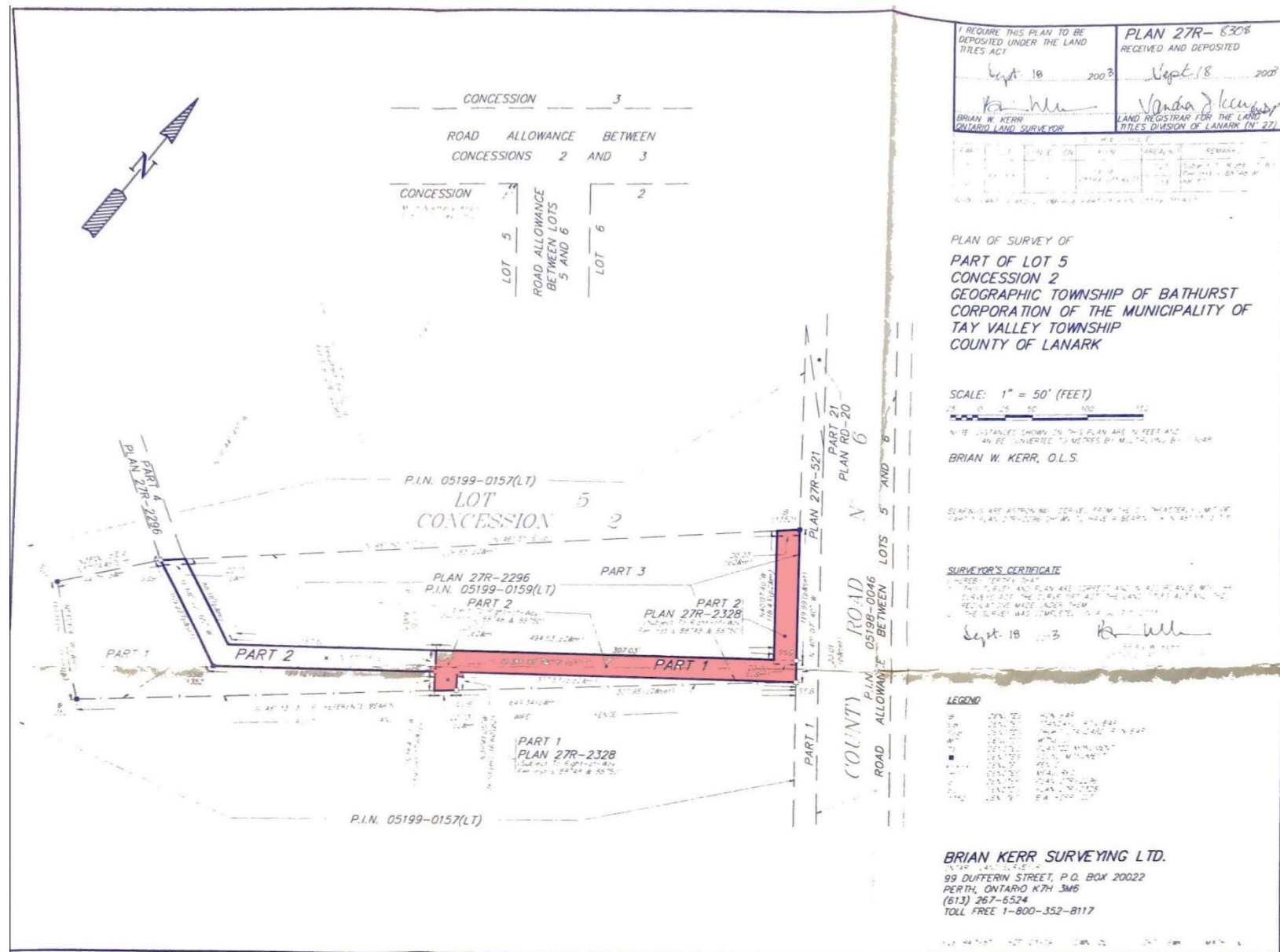
Approved for Submission by:

**Dayna Clark,
Executive Assistant/Alternate CEMC**

**Amanda Mabo,
Chief Administrative Officer/Clerk**



GIS Map



COMMITTEE OF THE WHOLE
May 6th, 2025

Report #CAO-2025-17
Amanda Mabo, Chief Administrative Officer/Clerk

PROPOSED NEW ROAD NAME & AMENDMENT TO ROAD NAMING BY-LAW
BUCHANAN ROAD & CLEAR LAKE LANE 11

STAFF RECOMMENDATION(S)

“THAT, the necessary by-law to name an existing Private Road “Buchanan Road” and to properly describe both Buchanan Road and Clear Lake Lane 11, as outlined in Report #CAO-2025-17 – Proposed New Road Name – Buchanan Road and Clear Lake Lane 11, be brought forward for approval following receipt of the final deposited survey.”

BACKGROUND

A building permit application and a planning application were received for a property located at 363 Clear Lake Lane 11, in Lot 8, Concession 8, geographic Township of South Sherbrooke. The property is accessed via a legal right-of-way, as shown in purple and yellow on the attached survey, extending from Armstrong Line.

Per the Municipality’s Official Plan, all properties require road frontage (with some exceptions) and legal access.

The Executive Assistant conducted a preliminary review, followed by a site visit by the CAO/Clerk and Executive Assistant. Legal access was verified for the applicant’s property.

The right-of-way provides access to six properties and has legally existed since at least 1989.

Historically, the entire right-of-way has been known as Clear Lake Lane 11, a road name that is reflected in the Township’s Road Naming By-Law. However, the physical surveys and the ground layout clearly indicate that the road branches off in multiple directions.

Since a road cannot split into multiple directions with the same name, both roads must be properly described, and the second road must be named and adopted into the Township’s Road Naming By-Law.

A new survey was required to create distinct parts to meet Land Registry Office requirements for proper road descriptions prior to registering the Road Naming By-Law.

The applicant has engaged a surveyor to complete this work, and the attached preliminary survey has been reviewed by the Township prior to deposit.

The “purple” portion of the right-of-way currently has no civic addresses assigned to properties directly off of it. To avoid affecting existing civic addresses, the applicant’s agent proposed surveying the smaller portion of road (shown in yellow) and retaining the name “Clear Lake Lane 11”. This approach minimizes disruption to adjacent property owners.

DISCUSSION

Road names are critical for civic addressing and emergency response purposes. To proceed with the applicant’s related application(s), the existing Private Roads must be properly named and added to the Township’s Road Naming By-Law.

The applicants have proposed at least three potential road names. In accordance with the Road, Addressing and Parcels Project (RAP) Policy, these names were submitted to the County of Lanark for review and recommendation to ensure there is no duplication or similarities within the road name database of Lanark County and region.

Additionally, the affected property owners along the road must be notified and a majority of those property owners must agree on a preferred name in order for the name to be considered by Council.

Once the proposed road name meets the requirements of the RAP Policy, including obtaining agreement from a majority of the property owners, it is forwarded to Council for approval.

Since the second road (shown in yellow) was not separately incorporated into the Township’s Road Naming By-Law, a by-law amendment is required to name the “purple” road and properly describe both roads, and the by-law must be presented to Council for approval.

OPTIONS CONSIDERED

Option #1 (Recommended) – Adopt Buchanan Road

Meets the requirements of the RAP Policy and the majority of property owners agreed with the name, in honour of the original settler of the lands.

Option #2 – Propose an Alternate Name

Not recommended as the naming of the road would not occur for at least another two months and the process would need to start over.

STRATEGIC PLAN LINK

None.

FINANCIAL CONSIDERATIONS

All costs are borne by the applicants, in accordance with the Tariff of Fees. A \$650 fee covers staff time, while a \$2,000 deposit is required to cover costs related to legal services, road name and stop signs, and sign posts.

CONCLUSIONS

That the necessary by-law to officially name the existing Private Road "Buchanan Road", as outlined in this report, be brought forward for approval once the final survey has been received.

ATTACHMENTS

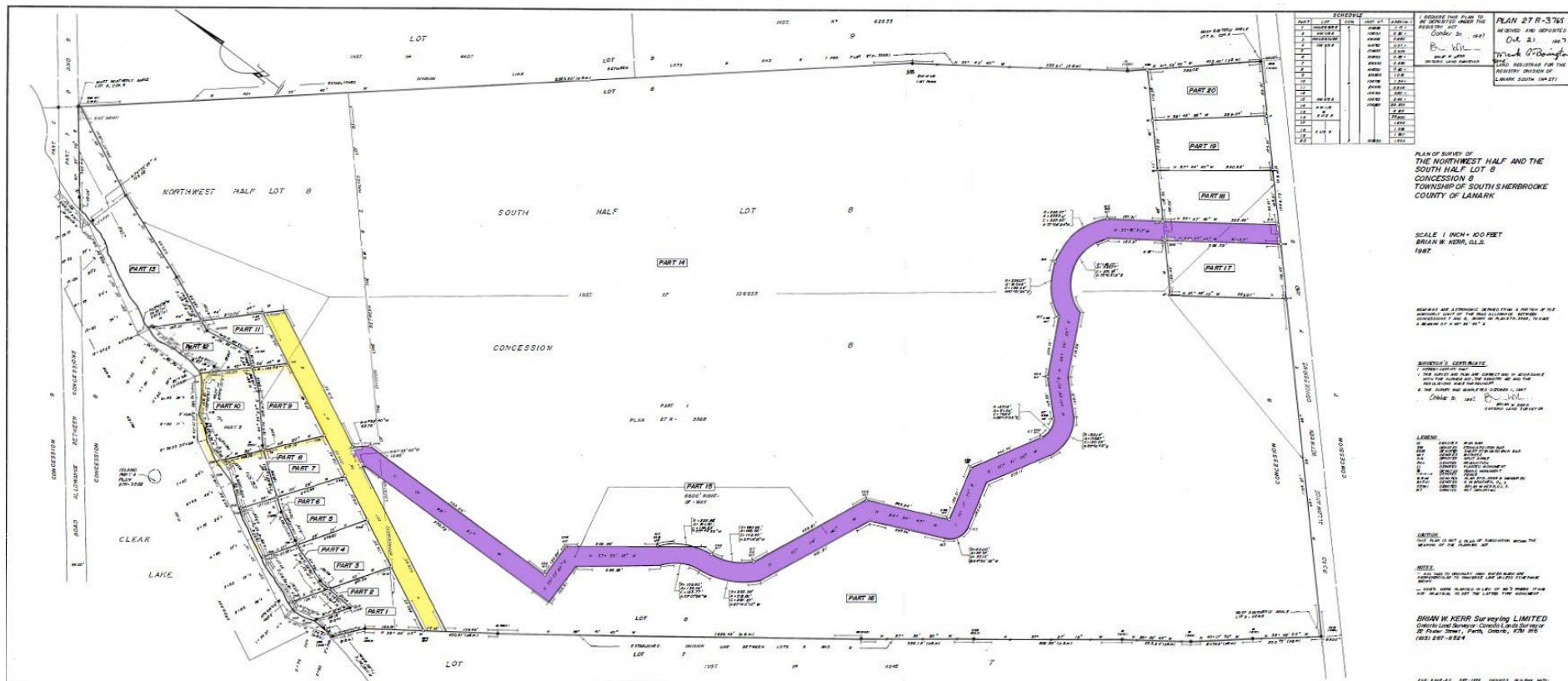
- i) GIS Map
- ii) Survey 27R-3765
- iii) Preliminary Survey

Prepared and Submitted by:

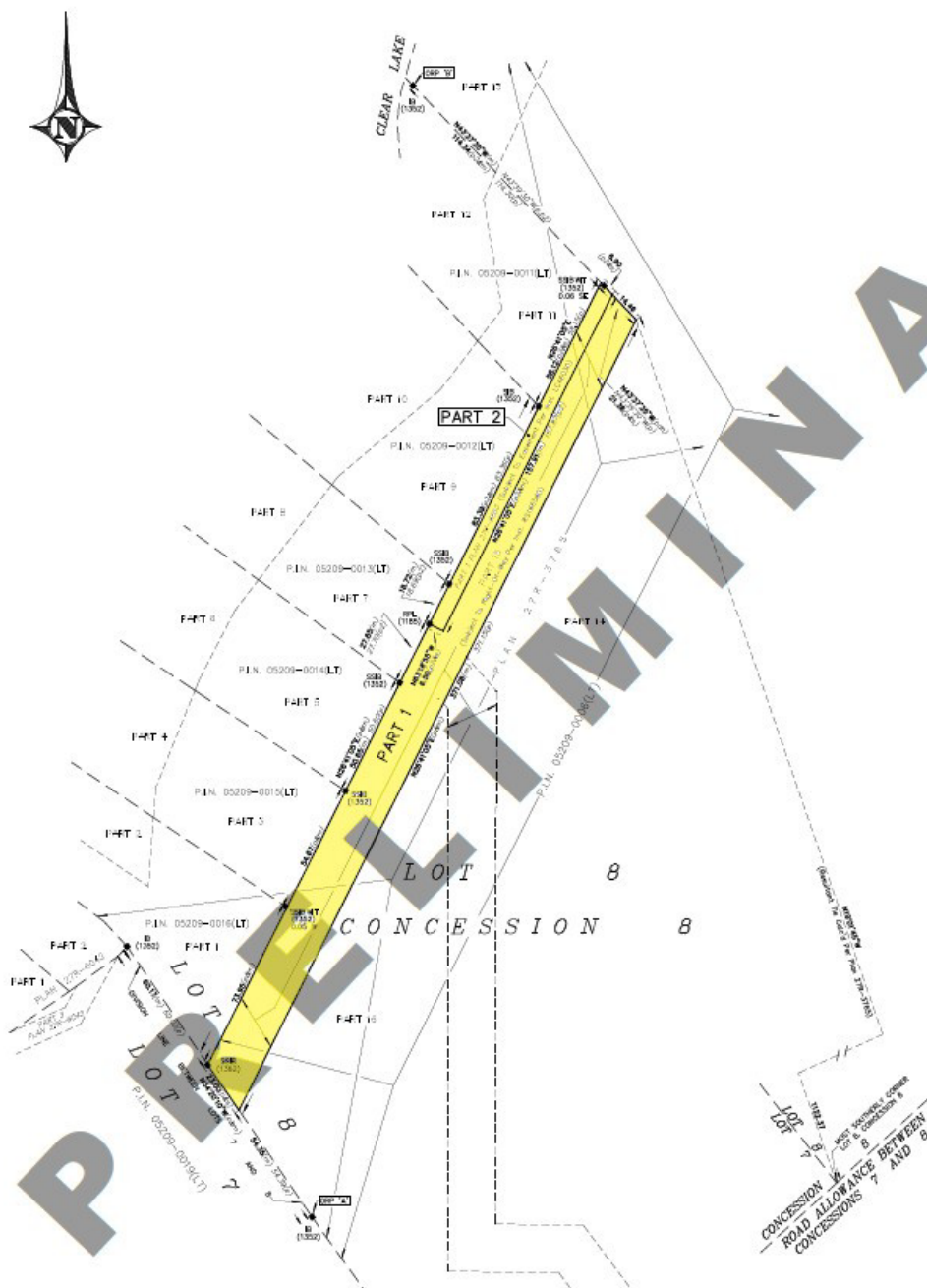
Approved for Submission by:

**Dayna Clark,
Executive Assistant/Alternate CEMC**

**Amanda Mabo,
Chief Administrative Officer/Clerk**



Survey 27R-3765 highlighted



SUMMARY				
PART	LOT	CON	PIN	AREA (sqm)
1	8	8	PIN 05209-0010(LT)	5303.6
2	8	8	PIN 05209-0011(LT)	5303.6

NOTE: 1) PARTS 1 AND 2 ARE SUBJECT TO RIGHT-OF-WAY FOR RST. REFERENCED
2) PART 2 IS SUBJECT TO EASEMENT FOR RST. LOT 8000.

PLAN OF SURVEY OF PART OF LOT 8, CONCESSION 8 GEOGRAPHIC TOWNSHIP OF SOUTH SHERBROOKE TAY VALLEY TOWNSHIP COUNTY OF LANARK KANS SURVEYING INC.

SCALE: 1 : 1000

THE HATCHED FLAT USE OF THIS PLAN IS GOVERNED BY THE BY-LAW IN FORCE IN THE TOWNSHIP OF SHERBROOKE AT A SCALE OF 1 : 1000.

METRIC :

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SQUARE METERS CAN BE CONVERTED TO SQUARE FEET BY MULTIPLYING BY 10.7639.

SURVEYOR'S CERTIFICATE

I CERTIFY THAT

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE 2ND DAY OF APRIL, 2005.

DATE: APRIL 2005
DRAWN: LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO A/LS PLAN SUBMISSION FORM NUMBER: _____

LEGEND AND NOTES

- 0 (DOTTED) MONUMENT PLANTED
- 1 (DOTTED) MONUMENT PLANTED
- 2 (DOTTED) STANDARD IRON BAR
- 3 (DOTTED) DEPT. STANDARD IRON BAR
- 4 (DOTTED) IRON BAR
- 5 (DOTTED) IRON PILE
- 6 (DOTTED) MEASURED
- 7 (DOTTED) LOT
- 8 (DOTTED) PRODUCTION
- 9 (DOTTED) PLAN 279-3783
- 10 (DOTTED) PLAN 279-3783
- 11 (DOTTED) P. 1000, OLD
- 12 (DOTTED) D.N. FROM, OLD
- 13 (DOTTED) INTERSECTION
- 14 (DOTTED) INTERSECTION
- 15 (DOTTED) NORTH SOUTH EAST, WEST
- 16 (DOTTED) OBSERVED REFERENCE POINT

DISTANCES

DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES AND CAN BE USED TO COMPUTE GRID DISTANCES BY MULTIPLYING BY A CONVERSION FACTOR OF 0.999782.

BEARINGS

BEARINGS ARE GIVEN IN DEGREES, MINUTES AND SECONDS. BEARINGS HAVE BEEN ROTATED AS FOLLOWS:

BEARING ROTATION

FOR THE PURPOSE OF COMPARISON, ANTHROPIC BEARINGS HAVE BEEN ROTATED AS FOLLOWS:

PLAN	ROTATION	SECTION
(P. 1000)	1° 04' 55"	CLOSURE

INTEGRATION DATA

COORDINATE REFERENCE POINTS (CRP) DERIVED FROM GNSS OBSERVATIONS USING THE CANADIAN REAL TIME NETWORK (RTN) SERVICE. COORDINATES ARE CORRELATED TO THE NAD83 DATUM WITH AN ACCURACY OF 1 CM.

COORDINATE SYSTEM : NAD83 CRS (2011), UTM ZONE 18

COORDINATES TO RURAL ACCURACY PER SEC. 14 (2) OF OREG. 316/10

POINT	NORTHING	EASTING
CRP 1	4963055.8	574558.1
CRP 2	4963054.3	575008.4

COORDINATES CANNOT IN THEMSELVES BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

JOB No. 20-0521 DRAWING # 20-0521 P-PLAN

PREPARED FOR: NEITHER BUSHING INTERIORS



2000 Dominion Cir. St. A.R. #7
P.O. Box 1070
Tel. 810-267-6524 Fax 810-267-7992

DRAWN: CAD: DL

Preliminary Survey – Clear Lake Lane 11

COMMITTEE OF THE WHOLE
May 6th, 2025

Report #CAO-2025-18
Amanda Mabo, Chief Administrative Officer/Clerk

PROPOSED NEW ROAD NAME
LITTLE BEAVER BEND

STAFF RECOMMENDATION(S)

“THAT, the necessary by-law to name an existing Private Road to Little Beaver Bend as outlined in Report #CAO-2025-18 – Proposed New Road Name – Little Beaver Bend, be brought forward for approval once the required survey is deposited with Land Registry.”

BACKGROUND

A building permit and a planning application was received for a property located at 683 Beaver Dam Lane, in Lot 3, Concession 8, geographic Township of North Burgess. The property is accessed via a legal right-of-way, as partially shown in yellow on the attached survey, extending from Beaver Dam Lane.

Per the municipality's Official Plan, all properties require road frontage (with some exceptions) and legal access. The Executive Assistant conducted a preliminary review, followed by a site visit by the CAO/Clerk and Executive Assistant. During this review, legal access was verified for the applicant's property and legal access over the subject portion of the right-of-way was verified for the adjacent properties.

The subject right-of-way, which provides access to three properties, has legally existed since at least 2001, though it was never named or included in the Municipality's Road Naming By-Law. Naming the right-of-way would provide the necessary road frontage for the applicant's property and the other affected properties, while also clarifying emergency services' access to the dwellings.

The Land Registry Office requires road descriptions to clearly define distinct parts on plans of survey to register the Road Naming By-Law. While part of the Private Road has already been surveyed, a portion located on the adjacent property still requires surveying. The adjacent landowners have confirmed that a surveyor has been engaged to complete this work.

Once the associated draft survey is completed, it must be reviewed by the Municipality prior to deposit with the Land Registry Office.

DISCUSSION

Road names are critical for civic addressing and emergency response purposes. To proceed with the applicant's related application(s), the existing Private Road must be named and added to the Township's Road Naming By-Law.

The applicants have proposed at least three potential road names. In accordance with the Road, Addressing and Parcels Project (RAP) Policy, these names were submitted to the County of Lanark for review and recommendation to ensure there is no duplication or similarities within the road name database of Lanark County and region.

Additionally, the affected property owners along the road must be notified and a majority of those property owners must agree on a preferred name in order for the name to be considered by Council.

Once the proposed road name meets the requirements of the RAP Policy, including obtaining agreement from a majority of the property owners, it is forwarded to Council for approval.

Since this road was previously unknown to the Township, it was never incorporated into the Township's Road Naming By-Law. Therefore, the necessary by-law to officially name the road will need to be presented to Council for approval.

OPTIONS CONSIDERED

Option #1 (Recommended) – Adopt Little Beaver Bend

Meets the requirements of the RAP Policy and the majority of property owners agreed with the name.

Option #2 – Propose an Alternate Name

Not recommended as the naming of the road would not occur for at least another two months and the process would need to start over.

STRATEGIC PLAN LINK

None.

FINANCIAL CONSIDERATIONS

All costs are borne by the applicants, in accordance with the Tariff of Fees. A \$650 fee covers staff time, while a \$2,000 deposit is required to cover costs related to legal services, road name signs and civic address blades, and posts.

CONCLUSIONS

That the necessary by-law to officially name the existing Private Road “Little Beaver Bend”, as outlined in this report, be brought forward for approval once the final survey has been received.

ATTACHMENTS

- i) GIS Map
- ii) Survey 27R-7877 (first part of Private Road)

Prepared and Submitted by:

Approved for Submission by:

**Dayna Clark,
Executive Assistant/Alternate CEMC**

**Amanda Mabo,
Chief Administrative Officer/Clerk**



GIS Map

COMMITTEE OF THE WHOLE
May 6th, 2025

Report #CAO-2025-19
Amanda Mabo, Chief Administrative Officer/Clerk

PROPOSED AMENDMENT TO THE ROAD NAMING BY-LAW
BYGROVE LANE (PUBLIC), CROZIER ROAD AND POSNER LANE

STAFF RECOMMENDATION(S)

“THAT, the necessary by-law to amend the Road Naming By-Law to properly include and describe three existing Public Roads, as outlined in Report #CAO-2025-19 – Proposed Amendment to the Road Naming By-Law – Bygrove Lane (Public), Crozier Road and Posner Lane, be brought forward to the next Council meeting for approval.”

BACKGROUND

In 1998, the Township adopted By-Law No. 1998-087 - Road Naming By-Law, to establish official names and descriptions for Public Roads and known Private Roads.

In 2012, the Township passed By-Law No. 2012-062 to assume three roads within the Sherbrooke Bluffs Subdivision for public use - Bygrove Lane, Crozier Road & Posner Lane.

While Bygrove Lane and Crozier Road were already included in the 1998 Road Naming By-Law, Posner Lane does not appear to have been formally added to the Road Naming By-Law despite being legally described and assumed for public use and designated as a public highway under By-Law No. 2012-062. This discrepancy has been identified following a recent Road Naming for the private portion of Bygrove Lane, which resulted in a review of the Bygrove Lane (Public) file and the requirement to redescribe the public portion of Bygrove Lane.

DISCUSSION

To ensure consistency, accuracy, and clarity in the Township’s official records, an amendment to the Road Naming By-Law is required to formally recognize Posner Lane and to re-describe Bygrove Lane (Public) and Crozier Road in accordance with the requirements of the Land Registry Office.

OPTIONS CONSIDERED

Option #1 – Recommended – Amend the Road Naming By-Law to Include Posner Lane and Re-Describe Bygrove Lane (Public) and Crozier Road

To ensure the Road Naming By-law is accurate.

Option #2 – Not Recommended - Do Not Amend the Road-Naming By-Law

This option would leave the existing discrepancy unresolved. It could cause confusion for residents, emergency services, and staff.

FINANCIAL CONSIDERATIONS

None.

STRATEGIC PLAN LINK

None.

CLIMATE CONSIDERATIONS

None.

CONCLUSIONS

It is recommended that the necessary by-law to amend the Road Naming By-Law to properly include and describe three existing Public Roads, as outlined in this report, be brought forward for adoption by Council.

ATTACHMENTS

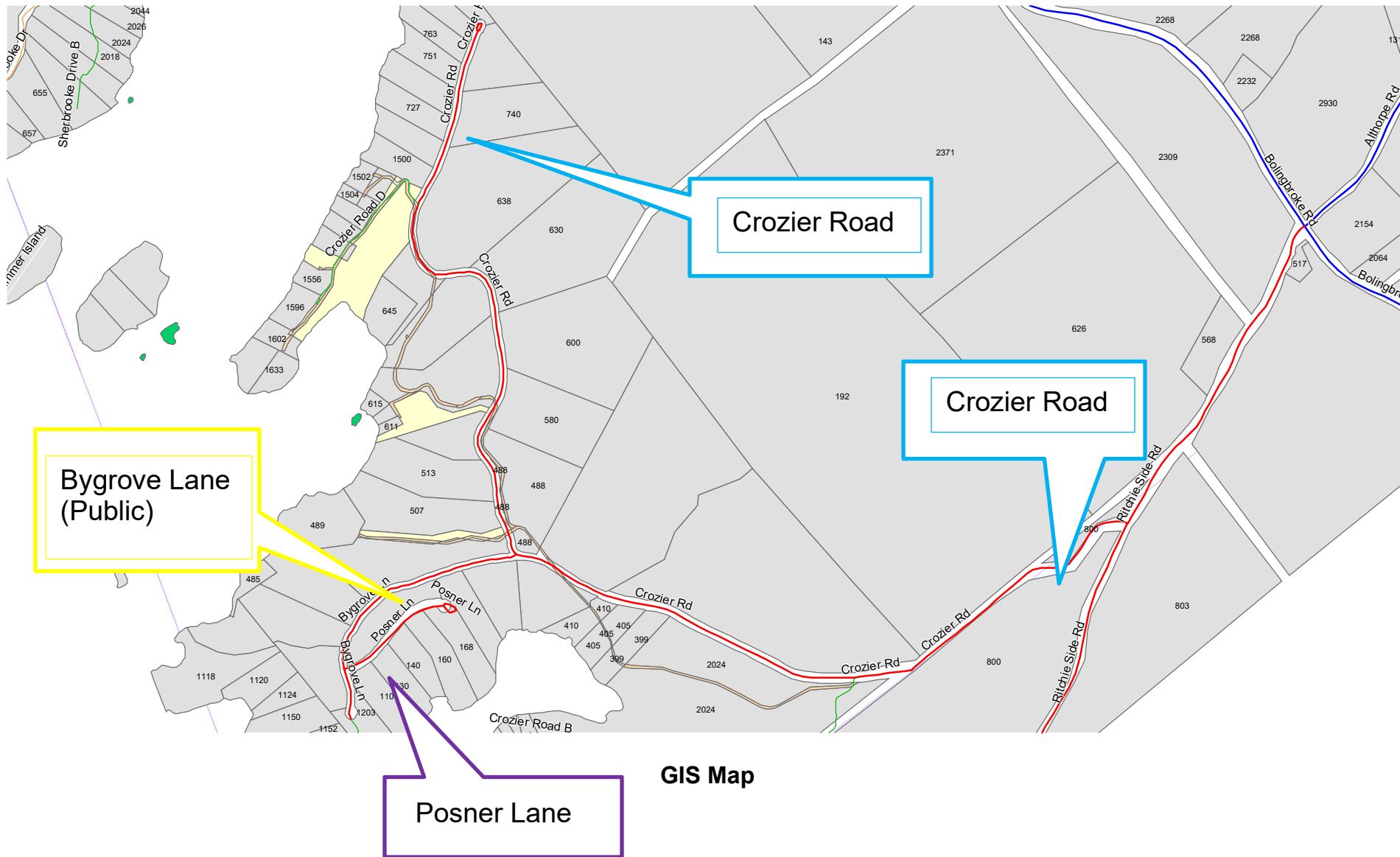
- i) GIS Map
- ii) Registered Plan of Subdivision 27M-11 – Portion of Crozier Road
- iii) Registered Plan of Subdivision 27M-12
- iv) Registered Plan of Subdivision 27M-13 – Portion of Crozier Road

Prepared and Submitted by:

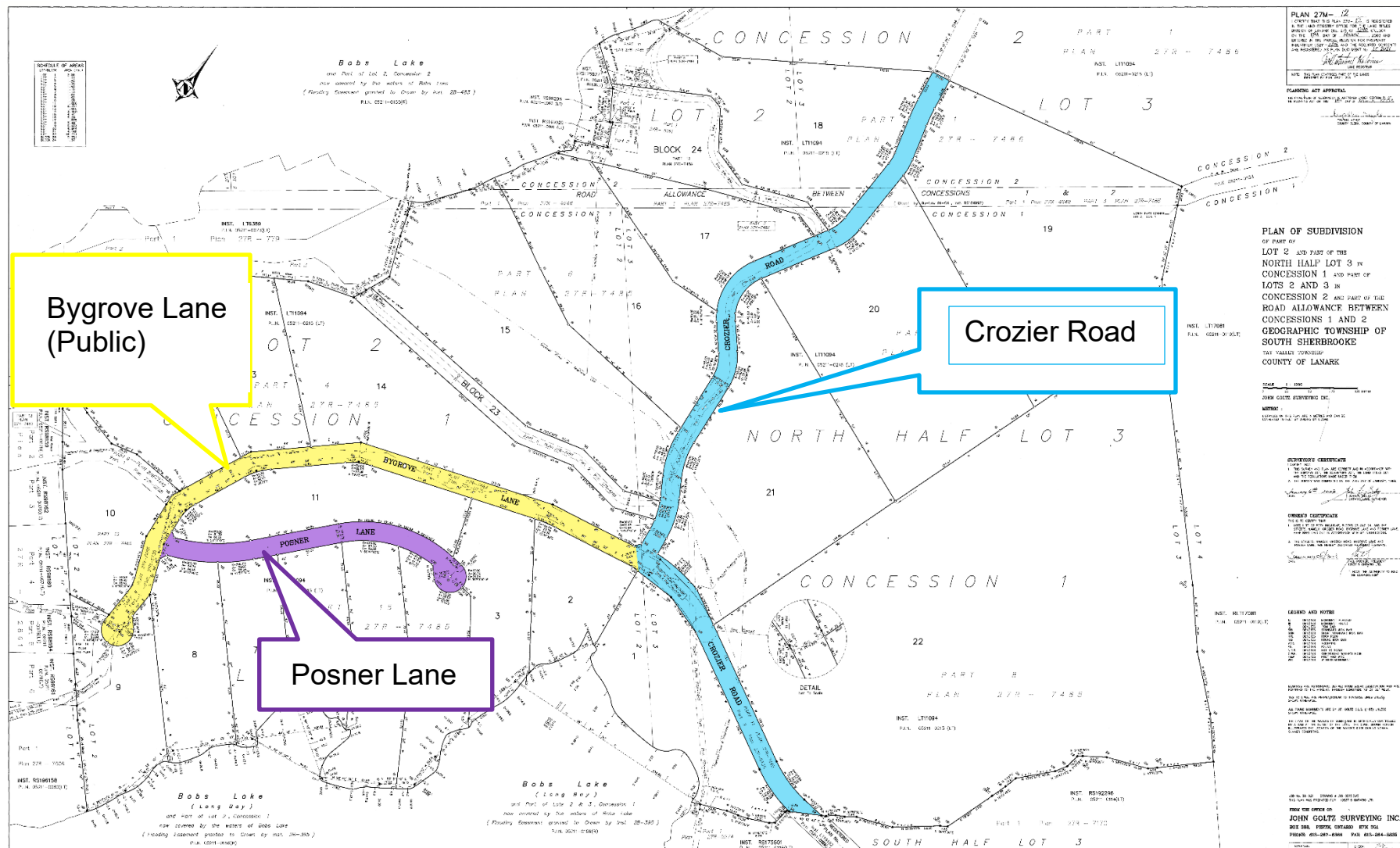
Approved for Submission by:

**Dayna Clark,
Executive Assistant/Alternate CEMC**

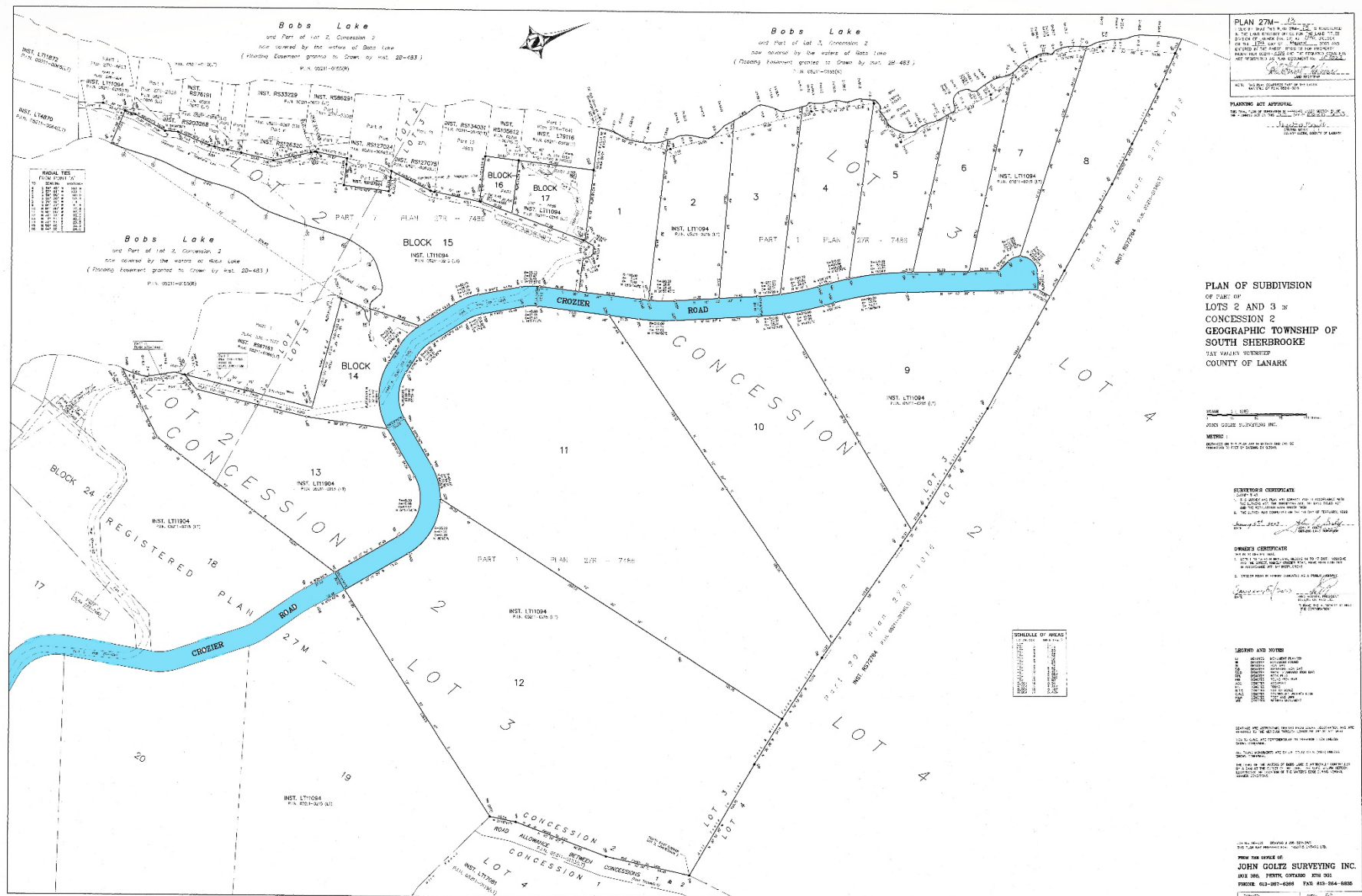
**Amanda Mabo,
Chief Administrative Officer/Clerk**



GIS Map



Registered Plan of Subdivision 27M-12



Registered Plan of Subdivision 27M-13

COMMITTEE OF THE WHOLE
May 6th, 2025

Report #CAO-2025-20
Amanda Mabo, Chief Administrative Officer/Clerk

ROAD CLOSING - MUTTON'S ROAD

STAFF RECOMMENDATION(S)

It is recommended that:

“THAT, Report #CAO-2025-20 – Road Closing – Mutton’s Road, be received for information;
AND THAT, the necessary by-law come forward to Council for approval.”

BACKGROUND

In March 2016, Council passed Resolution #C-2016-03-19, directing staff to prepare for the closure of Mutton’s Road to traffic between Harper Road and the Waste Site to enhance public safety after a number of near-misses between vehicle traffic and Public Works fleet.

Since that time, the following steps have been completed:

- a Public Meeting was held in November 2016;
- a survey of the road was completed in March 2025, including the provision of an easement to accommodate new access for Safe Line Utilities and Hydro.

Although Resolution #C-2016-03-19 stated “THAT, staff be directed to prepare for the closing of Mutton’s Road to traffic from Harper Road to the exit of the Glen Tay Waste Site prior to the next winter maintenance season” the project was delayed so that decisions regarding the layout of the waste site could be held. Those discussions and decisions took until this year to finalize.

The Township is now in a position to pass a by-law to stop up, and close Mutton’s Road now that the survey has been received.

DISCUSSION

The full length of the subject portion of Mutton’s Road will be stopped up, closed and consolidated with the Municipality’s adjacent lands.

The section from the Waste Site exit northeasterly will continue to function as a driveway providing access to the Waste Site.

Gates will be installed to control vehicle access and enhance public safety. A GIS map is attached for reference.

ATTACHMENTS

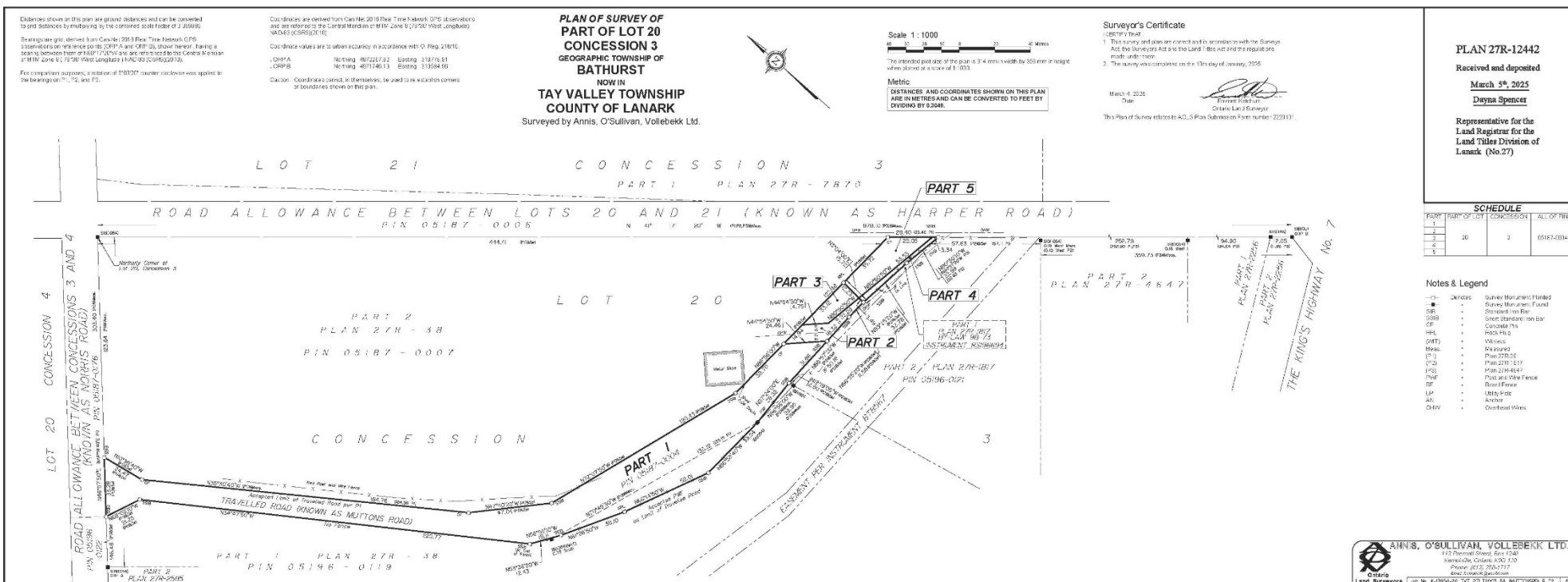
- i) Survey Plan 27R-12442
- ii) GIS Map

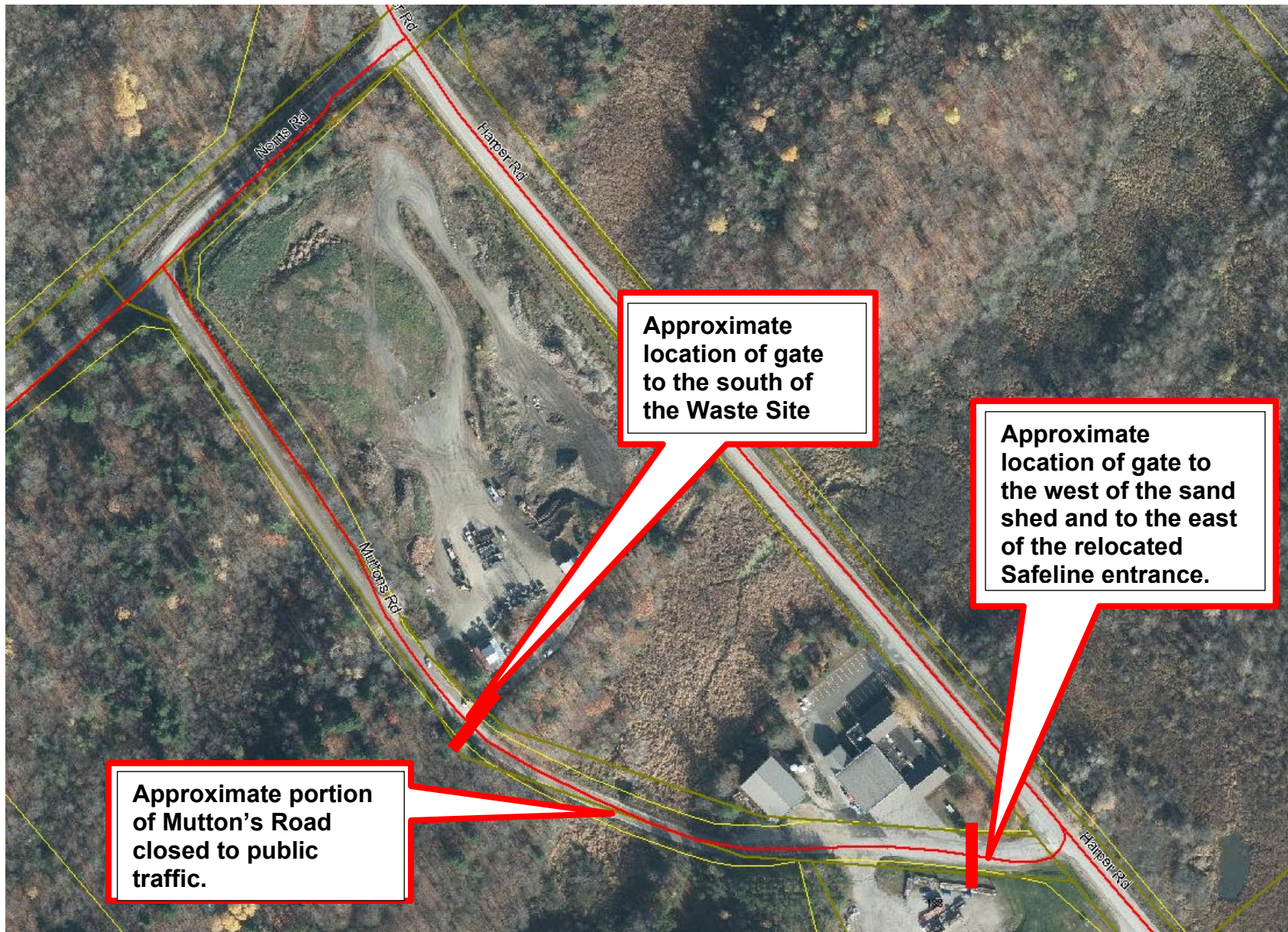
Prepared and Submitted by:

Approved for Submission by:

Dayna Clark
Executive Assistant/Alternate CEMC

Amanda Mabo,
Chief Administrative Officer/Clerk





GIS MAP

CORRESPONDENCE



1. **Lanark County:** Media Release – Highlights from the Lanark County Council Meeting Held March 26, 2025 – *attached, page 3.*
2. **Township of Selwyn:** Resolution – U.S. Tariffs on Canada – *attached, page 7.*
3. **Township of Frontenac:** Resolution – U.S. Tariffs on Canada – *attached, page 9.*
4. **Town of LaSalle:** Resolution – Trade Tariffs – *attached, page, 10.*
5. **Township of Mulmur:** Resolution – Tariffs – *attached, page 12.*
6. **Regional Municipality of Durham:** Resolution – Nazi Symbols – *attached, page 14.*
7. **Town of Parry Sound:** Resolution – Diversity of Canadian Communities – *attached, page 16.*
8. **City of Port Colbourne: Resolution** – Ontario Heritage Act – *attached, page 17.*
9. **Township of Puslinch:** Resolution – Ontario Heritage Act – *attached, page 18.*
10. **Niagara on the Lake:** Resolution – Ontario Heritage Act – *attached, page 19.*
11. **Township of Rideau Lakes:** Resolution – Strong Mayor Powers – *attached, page 23.*
12. **Township of Zorra:** Resolution – Strong Mayor Powers – *attached, page 26.*
13. **Greater Napanee:** Resolution – Strong Mayor Powers – *attached, page 27.*
14. **The Corporation of the Town of Tecumseh:** Resolution – Strong Mayor Powers – *attached, page 28.*
15. **Town of Amherstburg:** Resolution – Strong Mayor Powers – *attached, page 32.*
16. **Town of Kingsville:** Resolution – Opposition to Strong Mayor Powers – *attached, page 34.*
17. **Town of Tillsonburg:** Resolution – Proposed Strong Mayor Powers – *attached, page 36.*
18. **Town of Aylmer:** Resolution – Strong Mayor Powers – *attached, page 38.*
19. **Town of Parry Sound:** Resolution – Strong Mayor Powers – *attached, page 40.*

20. **Town of Saugeen Shores:** Resolution – Strong Mayor Powers – *attached, page 43.*
21. **City of Peterborough:** Resolution – Use of X – *attached, page 45.*
22. **Township of North Glengarry: Resolution – Good Roads Safety Program – attached, page 47.**
23. **Prince Edward-Lennox & Addington:** Resolution – Ontario Works Financial Assistance Rates – *attached, page 48.*
24. **AMO:** Policy Update – AMO Responds to the Speech from the Throne – *attached, page 50.*
25. **The Corporation of the City of Cambridge:** Resolution – Provincial Land Transfer Tax – *attached, page 54.*
26. **Town of Georgina:** Resolution – Salt Management – *attached, page 56.*
27. **Tay Valley Township:** Report – Building Reports – March 2025 – *attached, page 59.*
28. **Tay Valley Township:** Report – Building Summary Report with Previous 3 Year Average – March 2025 – *attached, page 60.*

Tony E. Fleming
Direct Line: 613.546.8096
E-mail: tfleming@cswan.com

April 7, 2025

BY E-MAIL: cao@tayvalleytwp.ca

Tay Valley Township
217 Harper Rd.,
R.R. #4
Perth, Ontario
K7H 3C6

Dear Mayor and Members of Council:

Re: Integrity Commissioner Services - Annual Report – 2024
Our File No. 29235-9

This report summarizes the services provided by the Integrity Commissioner to Tay Valley Township in 2024, in accordance with section 223.6 (1) of the *Act*. The purpose of this report is to highlight the mandate of the Integrity Commissioner and to inform Council and the public about changes to the Act that affect the process of the Integrity Commissioner and subsequently, Councils and Local Boards.

Role of the Integrity Commissioner

The Act mandates that the Integrity Commissioner is responsible for providing the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* ("MCI") to members of council and of local boards.

{01273166.DOCX}

TEL: 613-544-0211
FAX: 613-542-9814
EMAIL: info@cswan.com
WEB: www.cswan.com

Smith Robinson Building, Suite 300 • 27 Princess St, Kingston, ON, K7L 1A3

UPDATES

BOLINGBROKE CEMETERY BOARD MINUTES

Thursday, April 3rd, 2025

2:00 p.m.

**Tay Valley Municipal Office – 217 Harper Road, Perth, Ontario
Council Chambers**

ATTENDANCE:

Members Present: Chair, Councillor Wayne Baker
Doug Boyd
Ron Fournier
Darla Kilpatrick
Dan Milner

Staff Present: Amanda Mabo, Chief Administrative Officer/Clerk

Members/Staff Absent: Betty Anne Gillespie

1. CALL TO ORDER

The meeting was called to order at 2:00 p.m.
A quorum was present.

2. AMENDMENTS/APPROVAL OF THE AGENDA

The agenda was approved as presented.

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

None at this time.

4. APPROVAL OF MINUTES

i) Minutes – November 28th, 2024.

The minutes of the Bolingbroke Cemetery Board Meeting held on November 28th, 2024 were approved as circulated.

5. BUSINESS

i) Fixing Monuments.

D. Boyd contacted Grace Monuments. Without seeing the monument, they are unable to provide a quote. The cost to send someone to inspect is \$150, plus tax or it could be inspected when they are onsite sometime. But costs could be up to \$850 if a new footing is required and work on the monument.

The monument company will be onsite in the near future and D. Kilpatrick will work with the monument company to complete the inspection of the monument.

ii) Entrance Pillars Update.

Follow-Up from Last Meeting – South pillar and footing to be torn down this Spring so that both can be rebuilt. The Secretary will try to obtain a date.

iii) Driveway Update.

Staff will obtain a quote for the entire driveway and if \$80,000 or less staff will tender the project. The Board would like to gravel the entire driveway. Once the tender comes back it will come forward to the Board in the form of a staff report for consideration by the Board.

iv) Google Maps Update.

The account login information is D. Boyd's personal account. He will delete his account from the Google Map account for the cemetery and the Township will create a general account.

v) Volunteer Recruitment.

D. Boyd did not get a response from the Frontenac News. He will reach out again to place a free ad for volunteers.

Staff will again post on the website, newsfeed and Facebook asking for volunteers.

vi) General Account versus Care and Maintenance Fund Account.

The Board reviewed the accounts.

vii) Transfer of Ownership of Cemetery Update.

The file is moving forward. The CAO/Clerk has been working with legal pulling together an affidavit and supporting evidence to present to the court.

viii) **Increasing the Number of Urns in a Plot.**

Staff have not had the opportunity to investigate this.

6. NEW/OTHER BUSINESS

i) **Expansion of Cemetery**

In light of the decision to not expand at this time, D. Milner will speak with the adjacent property owner to inform them.

7. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS

Next Meeting: To be determined.

Proposed Agenda Items:

- Expansion of Cemetery (*on hold as per November 28th, 2024 meeting*)

8. DEFERRED ITEMS

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

- *None.*

9. ADJOURNMENT

The meeting adjourned at 2:57 p.m.

DRUMMOND NORTH ELMSLEY TAY VALLEY FIRE BOARD MINUTES

Thursday, April 3rd, 2025

6:00 p.m.

BBD&E Station – 14 Sherbrooke Street East, Perth, ON

Training Room

ATTENDANCE:

Members Present:

Chair, Councillor Ray Scissons
Vice-Chair, Marilyn Thomas
Councillor John Matheson
Councillor Paul Coutts
Councillor Wayne Baker
Councillor Greg Hallam

Staff Present:

Greg Saunders, Fire Chief
Darren Gibson, Deputy Fire Chief
Megan Moore, Recording Secretary

Members & Staff Absent:

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 Business: Emergency Response Calls as of March 31st, 2025
- ii) Addition under Business: 2024/2025 Firefighter Hours & Pay Update as of March 16th, 2025

The Agenda was adopted as amended.

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

None at this time.

4. APPROVAL OF MINUTES

- i) **Minutes – Confidential – November 14th, 2024 – Identifiable Individual – Wage Review for Full Time Fire Department Staff.**

RESOLUTION #FB-2025-10

MOVED BY: Marilyn Thomas

SECONDED BY: Greg Hallam

“THAT, the confidential minutes of the Drummond/North Elmsley Tay Valley Fire Rescue Board Meeting (Closed session – Identifiable Individual – Wage Review for Full time Fire Department Staff) held on November 14th, 2024 be approved as circulated.”

ADOPTED

- ii) **Minutes – January 30th, 2025.**

RESOLUTION #FB-2025-11

MOVED BY: John Matheson

SECONDED BY: Paul Coutts

“THAT, the minutes of the Drummond/North Elmsley Tay Valley Fire Rescue Board meeting held on January 30, 2025 be approved as presented.”

ADOPTED

- iii) **Minutes – Confidential – January 30th, 2025 - Identifiable Individual – Personnel Issues.**

RESOLUTION #FB-2025-12

MOVED BY: John Matheson

SECONDED BY: Paul Coutts

“THAT, the confidential minutes of the Drummond/North Elmsley Tay Valley Fire Rescue Board Meeting (Closed Session – Identifiable Individual – Personnel Issues) held on January 30th, 2025 be approved as circulated.”

ADOPTED

5. DELEGATIONS & PRESENTATIONS

- i) **Jessica Rothwell (KPMG LLP): 2024 Audit.**

RESOLUTION # FB-2025-13

MOVED BY: Marilyn Thomas
SECONDED BY: Greg Hallam

“THAT, the 2024 audited financial statements for the Drummond/North Elmsley Tay Valley Fire Rescue be adopted as presented.”

ADOPTED

6. BUSINESS

- i) **Auditor Appointment.**

RESOLUTION # FB-2025-14

MOVED BY: John Matheson
SECONDED BY: Paul Coutts

“THAT, KMPG LLP be appointed to complete the 2025 Audit for the Drummond/North Elmsley Tay Valley Fire Rescue.”

ADOPTED

- ii) **2024 Surplus/Deficit Allotment.**

The Fire Board reviewed the surplus/deficit amounts from the 2024 audit and the current amounts in reserves – *attached pages 7-9*.

RESOLUTION # FB-2024-15

MOVED BY: Wayne Baker
SECONDED BY: John Matheson

“THAT, the \$2,870.00 surplus from the 2024 Administration budget be transferred to the Administration Reserve;

THAT, the -\$100,108.00 deficit from the 2024 BBD&E Station budget be transferred from the BBD&E Apparatus Reserve;

THAT, \$10,000.00 of the surplus from the 2024 South Sherbrooke Station budget be transferred to the South Sherbrooke Honorarium/Recruit Reserve, and \$43,649.00 of the surplus from the 2024 South Sherbrooke Station budget be transferred to the South Sherbrooke Apparatus Reserve;

AND THAT, the -\$336.00 deficit from the 2024 Smiths Falls Fire Agreement budget be transferred from the Smiths Falls Fire Agreement Reserve.”

ADOPTED

iii) **Fire Protection Grant.**

RESOLUTION # FB-2025-16

MOVED BY: Greg Hallam

SECONDED BY: Paul Coutts

“THAT, the Fire Board move forward with the purchase and installation of a professional cleaning and decontamination unit from Canadian Safety Equipment;

AND THAT, the expenses not covered through the 2024 Fire Protection Grant be expensed from the BBD&E Equipment Reserve (the amount expensed from the BBD&E Equipment reserve will be \$45,282.30) and BBD&E Building Reserve (the amount expensed from the BBD&E Building Reserve will be \$30,244.45).”

ADOPTED

Item 6 vi) was discussed next.

iv) **Deputy Fire Chief Update.**

TRAINING

- Testing of the internal Pump Ops course next weekend, April 13th, 2025.
- Have been given the opportunity to use a house that is being remodeled for training end of April as well as a commercial building that is due for demolition.

PREVENTION

- Thanks to DNE for the invite to speak at the Agriculture Lunch last week. I talked about fire permits as well as thought of having fire extinguishers in farm machinery. Since the talk we have had multiple residents log in and sign up for the updated permit system.

v) **Fire Chief Update.**

- BBDE calls to date: 80, last year at this time: 50.
- SS calls to date: 23, last year at this time: 19.
- There have been a few firefighters announce that they are resigning from the Fire Department.
- Fire Chief G. Saunders attended the Fire Coordinator’s Conference last week.
- Work has started on this years capital projects including bodywork on 340, purchasing nozzles and a purchasing a trailer for ice water rescue equipment.

- vi) **Emergency Response Calls as of March 31st, 2025 – *attached page 10.***

RESOLUTION # FB-2025-17

MOVED BY: Marilyn Thomas
SECONDED BY: Greg Hallam

“THAT, the 2024/2025 Emergency Response Calls as of March 31st, 2025 be received for information.”

ADOPTED

- vii) **2023/2024 Firefighter Hours & Pay Update as of March 16th, 2025 – *attached page 11.***

RESOLUTION # FB-2025-18

MOVED BY: Paul Coutts
SECONDED BY: Wayne Baker

“THAT, the 2024/2025 Firefighter Hours & Pay Update as at March 16th, 2025 be received for information.”

ADOPTED

Item 6 iv) was discussed next.

7. NEW/OTHER BUSINESS

None.

8. IN-CAMERA

None.

9. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS

Next Meeting: To be determined.

10. DEFERRED ITEMS

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

- *None at this time.*

11. ADJOURNMENT

The Board adjourned at 7:30 p.m.

PINEHURST CEMETERY BOARD MINUTES

Thursday, April 17th, 2025

2:00 p.m.

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

ATTENDANCE:

Members Present: Chair, Deputy Reeve Fred Dobbie
Bill Avery
Jay Playfair
Rob Playfair

Staff Present: Amanda Mabo, Chief Administrative Officer/Clerk

Others Present: None

Members & Staff Absent: None

1. CALL TO ORDER

The meeting was called to order at 2:00 p.m.
A quorum was present.

2. APPROVAL OF AGENDA

The agenda was adopted as presented.

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

None at this time.

4. INTRODUCTIONS

The Chair introduced the newest Member Rob Playfair.

5. APPROVAL OF MINUTES

- i) **Minutes – October 17th, 2024.**

RESOLUTION #PCB-2025-01

MOVED BY: Jay Playfair
SECONDED BY: Bill Avery

“THAT, the minutes of the Pinehurst Cemetery Board Meeting held on October 17th, 2024 be approved as circulated.”

ADOPTED

6. BUSINESS

- ii) **Pinehurst Cemetery By-Law Update.**

The By-Law was sent to the BAO on September 6th, 2024. The CAO/Clerk has followed up on the status and will follow-up again next week.

- iii) **Name Sign Update.**

The Board is suggesting that the sign could be installed where the “old” sign is at the front gate as there are already sono tubes, or just inside the fence. Staff will arrange with Public Works.

- iv) **Site Visit for Compliance Update.**

- Topsoil and Footstones

This will be monitored annually moving forward.

- History of Cemetery – staff to look at Township files

Hopefully there will be time for staff to look at over the summer.

- Leaning Stone – 50% deposit paid in October 2024

Jay will follow-up to get a date for completion.

- v) **Budget Update.**

The Board reviewed the budget.

- vi) **Expansion of Cemetery**

- Legal Update
- Letter from Medical Officer of Health Update
- Next Steps

Staff have followed up with the Health Unit and the request got lost when they merged. They hope to review and have a response by the end of next week.

vii) **2025 Memorial Service.**

Jay will be in touch so that the Township can assist with advertising.

7. NEW/OTHER BUSINESS

None.

8. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS

Next Meeting: October 2nd, 2025 at 1:30 p.m.

Proposed Agenda Items:

- *2026 Draft Budget*

9. DEFERRED ITEMS

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

- *None.*

10. ADJOURNMENT

The Board adjourned at 2:29 p.m.

GREEN ENERGY AND CLIMATE CHANGE WORKING GROUP MINUTES

Friday, April 11th, 2025

2:00 p.m.

**Tay Valley Municipal Office – 217 Harper Road, Perth, Ontario
Council Chambers**

ATTENDANCE:

Members Present: Chair, Councillor, Greg Hallam
Councillor, Angela Pierman
Bob Argue
Jennifer Dickson
Douglas Barr
Gilbert Rossignol

Members Absent: David Poch

Staff Present: Noelle Reeve, Planner
Genevieve Neelin, Recording Secretary

1. CALL TO ORDER

The meeting was called to order at 2:07 p.m.
A quorum was present.

2. AMENDMENTS/APPROVAL OF AGENDA

The Agenda was approved as circulated.

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

None at this time.

4. APPROVAL OF MINUTES

i) Minutes – February 14th, 2025.

The minutes of the Green Energy and Climate Change Working Group Meeting held on February 14th, 2025 were approved as circulated.

5. DELEGATIONS & PRESENTATIONS

None.

6. BUSINESS

i) Climate Action Plan Update.

- Lanark Better Homes Retrofit Program Update

The Planner announced that the program will launch June 2nd. There will be a meeting April 24th to communicate details to municipalities and two meetings for contractors on May 2nd and May 28th. Contractors who attend this training session will be added to a list for use by the public.

Publicity materials will be sent to lower tiers in May to share online.

The goal is to achieve deep energy retrofits on 400 homes per year (approximately 60 per municipality). The interest rate for the loan will be 2.75%. There are several grant and loan programs and choosing the appropriate program can be confusing for homeowners so Climate Network Lanark will be offering educational sessions through their Climate Concierge Program. EnviroCentre Ottawa will also offer information about energy auditors. Tay Valley is offering a loan for the up-front cost of the energy audit and other municipalities may follow suit.

B. Argue asked whether there will be any targeted promotion done by Tay Valley Township, such as direct mailings. The Planner is going to e-mail stakeholder contacts (Lake Associations, Agricultural Associations, Subdivision Associations, and Community networks) and she will look at the Lightspark data to see if she can determine dwellings in energy poverty from it. Councillor G. Hallam suggested putting a notice on the tax bills. The Planner suggested putting up a poster with information at the Maberly Hall.

B. Argue asked whether the program offers any grants. The Planner explained that there is up to \$5,000 available to those in energy poverty.

- Climate Adaptation Plan and Intern

The Planner announced that Griffin Calder, a 4th year student in Geography, Environmental Studies, and Geomatics at Carleton University, will be at Tay

Valley Township one day a week in the summer of 2025 working on a Climate Adaptation Plan. The Plan is a federal requirement for funding applications. It identifies risks from Climate Change affecting the Township, analyzes which factors pose the greatest risk to residents, and maps those risks. Recommendations for adaptation to those risks are provided as part of the plan.

The Planner described the ICLEI Advancing Implementation and Training Initiative, a community of practice the Township was accepted into by ICLEI.

Councillor A. Pierman asked if the Township can make the public aware of projects the Township is working on, such as the Adaptation Plan, on the Township website and through other communication means.

ii) **Communications**

- Lanark County Climate Change Committee Update
 - The Planner informed members that Lanark County's project of mapping Natural Heritage features and developing Natural Heritage policies is moving forward.
 - A new \$5,000 grant will be available for non-profits from the County.
 - Mississippi Mills will be using the \$7,500 granted to municipalities by the County to hire a consultant to write a Climate Action Plan.
 - Tay Valley will most likely put those funds towards the Electric Vehicle for the Chief Building Official.
 - County will pay 50% of the cost of a tree giveaway organized by a lower-tier municipality.
 - County is undertaking a Green Infrastructure Inventory as required by the Province's Asset Management Plans. The Planner has asked them to provide their template to Tay Valley.
 - Building to Net Zero Cohort – The County has paid to be part of this ICLEI program to provide guidelines for contractors to build Net Zero homes.
- Material for Township Website
 - The Planner suggested some resources and events the Township can share with residents, including an upcoming EarthFest event in Carleton Place.
 - The Planner suggested making videos, perhaps with the help of the incoming intern, telling first person stories about local climate change impacts.
 - Councillor A. Pierman said that the Township website should have content about Electric Vehicles because this was a hot topic around the Township previously.

- D. Barr asked about retrofitting homes for fire resistance. The Township can share the Intact Centre for Climate Change Factsheets about Wildfire protection and Flooding protection.
 - J. Dickson made three suggestions for content to add to the website – where and how can people participate in tree giveaways; what are the requirements for Tiny Homes in Tay Valley Township; and how do you decide what is the best use of your land (for instance, for conservation purposes)? The Planner informed the group about the Conservation Land Tax Incentive Program and Forest Tax Incentive Program.
- Greener Neighbourhood Pilot Programs by Natural Resources Canada
 - G. Rossignol provided an overview of this program that aims to validate the benefits and business cases of aggregated deep energy retrofit approaches in up to six community housing neighbourhoods in Canada. EnviroCentre Ottawa is one of the pilots. <https://natural-resources.canada.ca/funding-partnerships/greener-neighbourhoods-pilot-program>

7. NEW/OTHER BUSINESS

None.

8. NEXT MEETING DATE AND PROPOSED AGENDA ITEMS

Next Meeting: Friday, June 13th, 2025 at 2:00 p.m.

9. DEFERRED ITEMS

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

- None

10. ADJOURNMENT

The Working Group adjourned at 3:00 p.m.

Hybrid meeting held in-person and electronically

Board of Directors 3/25 Thursday, March 27, 2025

Regrets: David Brown
Kristin Strackerjan
Shawn Pankow
Mel Foster
Sean Devine
Adrian Wynands

1.0 Roll Call

2.0 Land Acknowledgement Statement

3.0 Agenda Review

4.0 Adoption of Agenda

Resolution 1-250327

Moved by:

Brian Dowdall

Seconded by:

Steve Fournier

THAT the Board of Directors of the Rideau Valley Conservation Authority adopts the Agenda as circulated.

Resolution Carried

5.0 Declaration of Interest

There were no declarations of interest.

Theresa Kavanagh joined 6:34 p.m.

6.0 Approval of Minutes of February 27, 2025

Resolution 2-250327

Moved by:

Trevor Johnson

Seconded by:

Angela Pierman

THAT the Board of Directors of the Rideau Valley Conservation Authority approves the Minutes of the Board of Directors Meeting #02/25, February 27, 2025 as circulated.

Resolution Carried

7.0 Business Arising from the Minutes

There was no business arising.

8.0 Timeline Reporting for Section 28 Applications

Glen McDonald, Director of Planning and Regulations presented the timeline report for Section 28 applications noting that 97% of permits were issued within the legislative timeframe. No questions were raised.

Resolution 3-250327

Moved by:

Adam Turcotte

Seconded by:

Wilson Lo

THAT the Board of Directors of the Rideau Valley Conservation Authority receive this report for information.

Resolution Carried

9.0 Unaudited Financial Reports for the period ending December 31, 2024

Kathy Dallaire, Manager of Finance presented unaudited financial reports for the period ending December 31, 2024 and advised that draft audited financial

statements would be presented to the Audit Committee on April 7, prior to being brought forward to the Board at the April meeting.

A member inquired about how this year-end compared to prior years. Ms. Dallaire summarized recent year-ends and Ms. Casgrain-Robertson added that over the past decade, the RVCA has moved away from being in a deficit position to a surplus position through restructuring and cost-cutting measures. This enabled the RVCA to remain on budget in recent years, keep annual levy increases small and increase its previously underfunded reserves through any year-end surpluses.

In response from a member regarding lower than anticipated revenue at Baxter Conservation Area, Ms. Casgrain-Robertson explained that RVCA's pay machine was not functioning for an extended period of time during the peak summer season which led to lost revenue.

Resolution 4-250327

Moved by: Steve Fournier
Seconded by: Susan Irwin

THAT the Board of Directors of the Rideau Valley Conservation Authority receives the Unaudited Statement of Operations and Statement of Financial Position for the period ending December 31, 2024.

Resolution Carried

10.0 Proposed Year End Reserve Transfers for 2024

Ms. Casgrain-Robertson presented the proposed year-end reserve transfers for 2024.

A member stated that the RVCA needs to review its reserves and determine limits on how much is needed. Ms. Casgrain-Robertson reminded the Board that staff are preparing a reserve strategy that will be presented to the Board this fall in advance of budget preparation and that the strategy will identify target levels for reserves.

In response to an additional question, Ms. Casgrain-Robertson indicated that the RVCA earned approximately \$200,000 in interest in 2024 from reserves.

Another member indicated that reserves are savings accounts and are important for managing needs, including infrastructure like dams and bridges which can be costly. The member also asked that the upcoming Audit Committee meeting be held in person rather than hybrid. Staff confirmed that they would send an updated meeting notice to members and check the availability of the auditor to attend in person.

A member asked for clarification that the auditor had recommended that reserves be set at 50% of operating expenses. Ms. Casgrain-Robertson confirmed that the RVCA's previous auditor had recommended reserves equivalent to 6 months of operating expenses. The member suggested that that was very high in comparison to his experience in the private sector.

A member asked whether RVCA has an asset management plan. Ms. Casgrain-Robertson indicated that in addition to preparing a reserve strategy, staff are also refining an asset management plan to provide direction for capital reserves and that the asset management plan would also be brought to the Board this fall in advance of budget.

A member asked if RVCA had any significant upcoming infrastructure projects like the recent Bob's Lake project. Staff advised that while no immediate projects are planned, future replacement of some water control structures is expected.

A member asked if the RVCA intends to pay off its mortgage on the office building early with reserve funds. Ms. Casgrain-Robertson clarified that the debenture is held with the City of Ottawa and that staff would have to inquire with the city if early repayment would be permitted.

Resolution 5-250327

Moved by:

Jeff Banks

Seconded by:

Brian Dowdall

THAT the Board of Directors of the Rideau Valley Conservation Authority approve the attached 2024 Proposed Reserve Transfers.

Resolution Carried

11.0 Activity Report: January & February 2025

Isabelle Maltais, Director of Watershed Science and Engineering, provided an update on current flood conditions for the Rideau watershed and lower Ottawa River. She then presented program highlights for watershed science and engineering programs.

Dan Cooper, Director of Conservation Lands and Stewardship, then provided updates on stewardship and conservation land programs.

A member noted that Chapman Mills Conservation Area is an important community asset and that he received some comments from visitors about the condition of the boardwalk and wondered if there was a plan to refurbish it. Mr. Cooper responded that an RFP would be issued shortly by RVCA to complete a design by year-end and then staff would begin fundraising efforts.

Another member asked why RVCA would not just complete the Chapman Mills project with reserve funds. Staff indicated that fundraising would be initiated in hopes of attracting matching funds, but if needed, staff would assess the feasibility of completing the project from reserves.

Another member indicated that the school she works at does not get a lot of outdoor education opportunities and that the bus subsidies offered by RVCA have enabled her school to visit Foley Mountain twice this year and indicated what a great asset it is.

Glen McDonald, Director of Planning and Regulations, then presented updates on RVCA's planning and regulation programs.

A member asked about the number and trends in violations. Mr. McDonald reported that violations increased during the pandemic and have remained elevated over the past two to three years.

Diane Downey, Director of Communications and Outreach, and Executive Director of the RVCF, provided an overview of corporate service and Foundation activities.

A member inquired about the sign on the front door and asked if there had been an issue with a visitor. Ms. Casgrain-Robertson confirmed that there had been an issue with an aggressive visitor.

12.0 Meetings

- a) Grenville Federation of Agriculture AGM – February 28, 2025
 - a. Ms. Casgrain-Robertson indicated that she and Carl Bickerdike from SNC had attended.
- b) RVCF Board of Directors Meeting – March 12, 2025
- c) Executive Committee Section 28 Hearing Training – March 20, 2025
- d) Board of Directors Meeting – March 27, 2025

Upcoming

- e) Source Protection Committee Meeting – April 3, 2025
- f) RVCA Audit Committee Meeting – April 7, 2025
- g) SNC Municipal Information Session – April 8, 2025
- h) Eastern CA General Managers Meeting – April 11, 2025
- i) Conservation Ontario Council Meeting – April 14, 2025
- j) RVCA Board of Directors Meeting – April 24, 2025
- k) Summer Student Orientation Session – April 28, 2025

13.0 Member Inquiries

None.

14.0 New Business

Ms. Casgrain-Robertson reviewed recent changes to the provincial cabinet, and noted that the Ministry of the Environment, Conservation and Parks will now have responsibility over conservation authorities. Therefore, the new Minister responsible for conservation authorities is Minister Todd McCarthy.

15.0 Adjournment

The Chair adjourned the meeting at 7:32 p.m. on a resolution by Trevor Johnson which was seconded by Wilson Lo.

Gary Waterfield
Chair

Marissa Grondin
Recording Secretary

Sommer Casgrain-Robertson
General Manager/Secretary-Treasurer

RVCA Board of Directors Meeting Summary – April 11th, 2025

Dear member municipalities,

The RVCA circulates the following email to all municipal CAOs, clerks and other interested staff after each Board meeting. The email provides:

- A link to approved minutes for our past month's meeting
- A summary of our current month's Board meeting
- The date of our next Board meeting

If you would like additional people in your office to receive this email directly, please let me know.

February 27, 2025 – [Approved minutes](#)

- 2025 budget and municipal levy were approved following a municipal consultation period.
- Tree planting contracts were approved for machine planting, hand planting (large and small batches) and band spraying
- The Board appointed a new Sewage System Inspector under the Building Code Act.
- Rental fees for canoes and snowshoes, cleaning fees for facility rentals and fees for outdoor education family programs were added to RVCA's fee schedules
- A new Surveillance Policy was approved.
- The Board approved an increase in Board member per diem rates to \$85 and Chair honorarium rate to \$2,400.
- RVCA Administrative By-Law amendments were approved.
- RVCA held its Annual General Meeting:
 - Executive Committee and Audit Committee members were appointed for the 2025 term.
 - The Chair was appointed voting delegate to Conservation Ontario, with Vice-Chair and General Manager appointed first and second alternate.
 - Auditors and Legal Counsel were appointed for 2025.
 - Signing officers were appointed for 2025.

March 27, 2025 – Meeting Summary

- Members received annual timeline reporting for Section 28 applications (97% of permits were issued within timelines in 2024).
- The 2024 unaudited Financial reports and proposed year end reserve transfers were received.
- Staff provided program highlights from January and February.

April 24, 2025 – Next Meeting

Marissa

Marissa Grondin (she/her)
Executive Assistant
613-692-3571 or 1-800-267-3504 ext. 1177
marissa.grondin@rvca.ca



3889 Rideau Valley Drive
PO Box 599, Manotick ON K4M 1A5
T 613-692-3571 | 1-800-267-3504 F 613-692-0831 | www.rvca.ca

This message may contain information that is privileged or confidential and is intended to be for the use of the individual(s) or entity named above. This material may contain confidential or personal information which may be subject to the provisions of the *Municipal Freedom of Information & Protection of Privacy Act*. If you are not the intended recipient of this e-mail, any use, review, revision, retransmission, distribution, dissemination, copying, printing or otherwise use of, or taking of any action in reliance upon this e-mail, is strictly prohibited. If you have received this e-mail in error, please contact the sender and delete the original and any copy of the e-mail and any printout thereof, immediately. Your cooperation is appreciated.



RVCA Board of Directors Meeting Summary – April 17th, 2025

Good afternoon,

The Board of Directors and Source Protection Authority (SPA) meetings scheduled for next **Thursday, April 24, 2025**, will be hybrid meetings. You may choose to attend in person at the Rideau Valley Conservation Centre in the Monterey boardroom at 3889 Rideau Valley Drive, Manotick, ON, or via Zoom. The SPA meeting will start promptly at 6:30 p.m. directly followed by the Board of Directors meeting.

The Board of Directors agenda package and minutes can be found at the links below:

- April 24, 2025 - [Agenda Package](#)
- March 27, 2024 - [Draft Minutes](#)

The Source Protection Authority agenda package and minutes can be found at the links below:

- April 24, 2025 - [Agenda Package](#)
- January 23, 2024 - [Draft Minutes](#)

Please RSVP your attendance by **EOD Tuesday, April 22nd**. The Zoom link and calendar invite will be emailed in advance to those who RSVP.

Thank you,
Marissa

Marissa Grondin (she/her)
Executive Assistant
613-692-3571 or 1-800-267-3504 ext. 1177
marissa.grondin@rvca.ca



3889 Rideau Valley Drive
PO Box 599, Manotick ON K4M 1A5
T 613-692-3571 | 1-800-267-3504 F 613-692-0831 | www.rvca.ca

This message may contain information that is privileged or confidential and is intended to be for the use of the individual(s) or entity named above. This material may contain confidential or personal information which may be subject to the provisions of the *Municipal Freedom of Information & Protection of Privacy Act*. If you are not the intended recipient of this e-mail, any use, review, revision, retransmission, distribution, dissemination, copying, printing or otherwise use of, or taking of any action in reliance upon this e-mail, is strictly prohibited. If you have received this e-mail in error, please contact the sender and delete the original and any copy of the e-mail and any printout thereof, immediately. Your cooperation is appreciated.



April 16, 2025, 9:00am

PW Administration Building- CP Boardroom

Participants

Councillor Jane Torrance, MM
Councillor John Matheson, DNE
Councillor Greg Hallam, TVT
Councillor Gary Waterfield, PERTH
Deputy Reeve Jeff Carroll, MON
Reeve Richard Kidd, BCK
Councillor Dena Comley, CP
Councillor Ron Closs, LH
Sgt Rob Croth, OPP

Staff

Sean Derouin, PW Manager
Sam Poole, PW Senior Technologist
Jasmin Ralph, Clerk

Regrets

MEETING OUTLINE

1. Roll Call
2. Presentations
N/A
3. Review Previous Meeting Minutes
 - a. February 18th, 2025, Meeting Minutes

Minutes Accepted as Distributed

4. Old Business
 - a. Automated Speed Enforcement.
 - i. Review finalized list of CSZ's and School Zones throughout the County
 - a. Confirmed, there is not a CSZ on Cemetery Side Road near Queensway West Subdivision
 - b. Confirmed, there are 3 additional CSZ within Tay Valley TWP.
 - Glen Tay Road, From HWY 7 South to Christie Lake Road
 - Glen Tay Road, From Christie Lake Road to 200m East of Miller Lane
 - Christie Lake North Shore Road, From Christie Lake Road westerly for 2.44km.
 - Tay Valley has provided updated AADT and Speed Limits for each location.
 - Updated speed data to be collected and assessed.

5. New Business

i. Automated Speed enforcement.

a. Review of EORN Costing and implementation Timeline

- Review Costing information
- EORN is moving to vendor agreement approval and subsequently pursue MTO and MAG agreements
- EORN is gauging interest from Eastern Ontario Municipalities and collecting data
- Planned late 2025 program deployment
- EORN is hoping to offer a turn-key program for participating municipalities at minimal to no upfront costs
- EORN is still finalizing administration details.
- Review data annually to determine areas of highest concern especially in areas of high levels of growth.

b. Review draft ASE Program structure

- 4 cameras (2 per site) 6-month rotation 4 sites could be covered per year; program would be assessed after 1-year and determine if additional enforcement locations would be added.
- Program would only operate on county roads for a minimum of a 1-year period before allowing for municipalities to opt in. (Municipalities may opt in in the future in a case-by-case basis) after operational efficiency is reached.
- Program revenues, (if there is a surplus) would only be used for roadside safety improvements and traffic calming efforts in areas of highest concern, based on T.A.W.G recommendation and council approval.

ii. Decision moving forward with ASE provider. (LAS program vs. EORN program)

- EORN has lower Processing, installation and certification costs.
- EORN looking into options for hearing officers and offer remote appeals or in person within each municipality.
- EORN program plans to operate as a non-profit so fees may change once program suppliers are made public.
- Appeals: screening can be processed anywhere in the county. Hearings must be conducted in the municipality they are issued.
- Appeals must go to a screening officer with a location in the county to perform in person meetings.

- Would the program be scalable with EORN?
 - Supplier uses a consortium agreement with Ontario JPC's, there is capacity in Toronto / Ottawa.
 - If a JPC was opened in the future other services could be offered through the same program.
 - EORN has interest from multiple other Eastern Ontario Municipalities, there is potential for a more local JPC in the future once the program is established.
- Use data to determine breakdown of infractions (location based, time based)

T.A.W.G agrees to proceed with recommending EORN as a program partner.

ii. Review Requests for Speed Management

- Hamlet of Elphin Speeding (Reviewing traffic data).
 - Intersection Assessment River Road at Appleton Side Road (Reviewing traffic Data).
- a. Review Resident Request for Active Transportation Facilities along South St and Scotch Line Road (Paved Shoulder, Sidewalk PXO etc.)
- b. Speed Management Requests
- b. County webpage has been updated with a fillable form for speed management requests, requests can be submitted and tracked digitally.
 - c. Waiting on website update before implementing mapping tool.
- d. Speed Limit Increase CR10 Drummond Con. 2 from 60km/h to 80km/h
- Town of Perth does not support proposed speed zone changes due to speed concerns at Perthmore St. and the CPKC rail crossing.
 - Assess further options for speed zone changes
 - Confirm with town of Perth / property ownership details.

6. Round Table Discussion

a. Review draft council report on ASE (To be presented at PW committee April 23rd)

- If group agrees on proposed recommendation, report could be presented on April 23rd meeting.
- Could be ratified on May 09th council meeting
- Implementation plan would be presented separately at an upcoming council meeting.
- Council approval will permit further investigation and development of necessary policies and by-laws.
- Staff could then proceed with consultation with lower tier municipalities and a communications plan.
- Highlight County Roads only and eligible locations with projected infractions based on the traffic data review.
- Highlight that Roadside safety and speeding were identified as a key Priority of this term of County Council.
- Highlight all the work and information assessed, staff time, presentations
- Identify the keys to a successful program.
- Show list of participating organizations and groups who were consulted
- Show a brief overview / review of costing information
- Articulate reasoning for proceeding with EORN vs. LAS and why not use a private sector vendor.
- ASE is a new method of traffic calming that is proven and now being offered for smaller municipalities.
- Revenue is only able to be used for roadside safety improvements and traffic calming efforts.
- Program costs should be covered by the projected revenues and not require large amounts of budgeted funds.
- The OPP and Province are in support of using ASE as a traffic calming tool.
- Confirm if there are Impacts to CVOR licensing
- Use results and data to enforce further motivation for municipal implementation
- T.A.W.G recommending that ASE only be used on county roads.
- ASE is becoming more accepted due to programs in local urban areas
- Communication strategies through the municipalities and public
- Recommend funds only be used for roadside safety improvements and traffic calming
- Council would ultimately decide where funds are spent based on research and recommendation from the T.A.W.G., OPP and Municipal Input.

- Target implementation in spring 2026.

First proposed locations for implementation:

1. CR29 Pakenham (1st term)
2. CR7B Townline Road (1st term)
3. CR10 South St. (2nd term)
4. Martin St. North (2nd term)

OPP perspective

- a. School zones are always a priority zone for enforcement in priority areas with vulnerable populations.
- b. People are still out at night in these locations (Children playing, People walking dogs, elderly etc.).
- c. OPP would be accepting of deployment in these priority locations.

Recommendation: Approval to proceed with developing necessary policies and by-laws that outline the ASE program and proceeding with EORN as a partner program supplier, create a reserve to hold program funds for the sole purpose of roadside safety improvements.

7. Next Meeting Date: June 04th, 2025 at 9:00am
Following meeting: August 13th, 2025, at 9:00am

- a. Proposed Agenda Items:

- *Continue discussion into next steps for ASE program and response from council*
- *On-going Speed Management Requests*

8. Action Items:

- a. County to extend CSZ on CR23 to include new Montague recreation park
- b. Confirm whether threshold speed can be altered depending on time of day or location
- c. Investigate rates of vandalism for ASE equipment in rural areas, confirm supplier responsibility to repair any damages.
- d. Check with EORN on proposed admin fees.
- e. Assess other options for North Street CR10 speed limit Increase, confirm that it was not already approved.

Meeting Adjourned: 10:49am