



COUNCIL MEETING AGENDA

Tuesday, October 21st, 2025

6:00 p.m.

Municipal Office – Council Chambers – 217 Harper Road

6:00 p.m. *Council Meeting*

Chair, Reeve Rob Rainer

1. CALL TO ORDER

2. AMENDMENTS/APPROVAL OF AGENDA

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

4. APPROVAL OF MINUTES

- i) **Council Meeting – September 23rd, 2025 – *attached, page 10.***

Suggested Motion by Councillor Angela Pierman:

“THAT, the minutes of the Council Meeting held on September 23rd, 2025, be approved as circulated.”

- ii) **Council Meeting (Closed Session – Litigation – 750/761 Christie Lake Lane 32D) – September 23rd, 2025 – *to be distributed at the meeting.***

Suggested Motion by Councillor Wayne Baker:

“THAT, the minutes of the Council Meeting (Closed Session – Litigation – 750/761 Christie Lake Lane 32D) held on September 23rd, 2025, be approved as circulated.”

- iii) **Committee of the Whole Meeting – October 7th, 2025 – *attached, page 22.***

Suggested Motion by Councillor Keith Kerr:

“THAT, the minutes of the Committee of the Whole Meeting held on October 7th, 2025, be approved as circulated.”

- vi) **Committee of the Whole Meeting (Closed Session – Identifiable Individual) – October 7th, 2025 – *to be distributed at the meeting.***

Suggested Motion by Councillor Greg Hallam:

“THAT, the minutes of the Committee of the Whole (Closed Session – Identifiable Individual) held on October 7th, 2025, be approved as circulated.”

5. DELEGATIONS & PRESENTATIONS

- i) **Presentation: 2026 Budget and Staffing Pressures – *attached, page 32.***
Amanda Mabo, Chief Administrative Officer/Clerk.

Suggested Motion by Deputy Reeve Fred Dobbie:

“THAT, the 2026 Budget and Staffing Pressures presentation be received for information.”

6. CORRESPONDENCE

None.

7. MOTIONS

- i) **Delegation: Climate Network Lanark – Neighbourhood Climate Concierge.**

Suggested Motion by Councillor Marilyn Thomas:

“THAT, The Climate Network Lanark – Neighbourhood Climate Concierge presentation on October 7th, 2025 be received for information.”

- ii) **Delegation: Core Capital Campaign and Hospital Update.**

Suggested Motion by Deputy Reeve Fred Dobbie:

“THAT, the Perth & Smiths Falls District Hospital Core Capital Campaign and Hospital Update on October 7th, 2025 be received for information.”

- iii) **Report #PW-2025-22 – 10-Year Capital Plan – Facilities.**

Suggested Motion by Councillor Angela Pierman:

“THAT, the Glen Tay Waste Site Shed be replaced when the waste site operations are relocated;

THAT, when the Glen Tay Waste Site operations are relocated a proper scale house be installed;

THAT, all capital expenditures except for the Building Condition Assessment be put on hold for the ReUse Centre building until the Glen Tay Waste Site operations are relocated;

THAT, the ReUse Centre be reassessed with possible replacement needed to meet accessibility standards when the Glen Tay Waste Site operations are relocated;

THAT, \$750/year be added to the Operating budget for the Maberly Waste Site Shed for maintenance requirements;

THAT, \$750/year be added to the Operating budget for the Stanleyville Waste Site Shed for maintenance requirements;

THAT, all capital expenditures be put on hold for the Maberly Garage until a Functional Assessment of the Public Works Department occurs in 2027;

THAT, all capital expenditures be put on hold for the Burgess Garage, except for health and safety items, until a Functional Assessment of the Public Works Department occurs in 2027;

THAT, all capital expenditures be put on hold for the Bathurst Garage, except for health and safety items, until a Functional Assessment of the Public Works Department occurs in 2027;

THAT, since the Burgess Hall is attached to the public works garage, all capital expenditures be put on hold for the Burgess Hall until a Functional Assessment of the Public Works Department occurs in 2027;

AND THAT, in 2027 consider expansion of the Maberly Hall as timing will coincide with the barrier free washroom and kitchen work as well as the Functional Assessment of the Public Works Department (Maberly Garage)."

iv) **Report #PW-2025-21 – H. Mather Drain Maintenance – Tender Award.**

Suggested Motion by Councillor Wayne Baker:

“THAT, Tender #2025-PW-014 – H. Mather Drain Maintenance be awarded to Shade Group Inc.;

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

v) **Report #PW-2025-20 – Steamer Purchase – Sole Source.**

Suggested Motion by Councillor Keith Kerr:

“THAT, Section 7.3 of the Township’s Procurement Policy be waived;

THAT, staff be authorized to proceed with the sole source purchase of a steamer from Clark-Kavanagh Homes Inc. for a Thompson Steamer, Model A, for the amount of \$21,585.00 plus HST;

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

- vi) **Report #CAO-2025-33 – Fire Protection Agreement for Automatic Aid – Smiths Falls.**

Suggested Motion by Councillor Greg Hallam:

“THAT, the Fire Protection Agreement for Automatic Aid with the Township of Smiths Falls be approved and the necessary by-law brought forward.”

- vii) **Report #CAO-2025-36 – Replacement of Township Entrance Signs (Gateway Signs).**

Suggested Motion by Deputy Reeve Fred Dobbie:

“THAT, staff proceed with signage and design options as shown in Report #CAO-2025-36, and as discussed during the Committee of the Whole Meeting on October 7, 2025, including selecting;

- a narrow rectangle shape
- a black background
- white text and Township logo
- inclusion of Township website address and slogan.”

- viii) **Report #CAO-2025-34 – Multi-Year Accessibility Plan Update.**

Suggested Motion by Councillor Marilyn Thomas:

“THAT, staff obtain feedback on the draft multi-year accessibility plan as outlined in Report #CAO-2025-24 – Multi-Year Plan Accessibility Update.”

- ix) **Report #CAO-2025-32 – Proposed New Road Name – Moon Ridge Lane.**

Suggested Motion by Councillor Angela Pierman:

“THAT, the necessary by-law to name a relocated existing Private Road to Moon Ridge Lane as outlined in Report #CAO-2025-32 – Proposed New Road Name – Moon Ridge Lane, be brought forward for approval.”

- x) **Report #CAO-2025-37 – Request to Close a Portion of a Quarter Sessions Road.**

Suggested Motion by Councillor Wayne Baker:

“THAT, Council declares Part Lot 16, Concession 4, Bathurst, being Part 1 on 27R7893 (PIN 05196-0212), surplus to the Township’s needs;

THAT, Council agrees to proceed with the application to stop up, close and sell the said portion of a Quarter Sessions Road as outlined in Report #CAO-2025-37 - Request to Close a Portion of a Quarter Sessions Road, as per the Road Closing and Sale Policy and call a Public Meeting;

AND THAT, an Amendment to the Road Naming By-Law to update the legal description of Semler Lane following the closure of the subject portion of road be brought forward.”

xi) **Report #CAO-2025-35 – Hall Rental – Manie Daniels Centre.**

Suggested Motion by Councillor Keith Kerr:

“THAT, the Reeve and Clerk be authorized to enter into an agreement with Love Soluble (Manie Daniels Centre) whereby the monthly rental fee for the Maberly Hall would be waived in exchange for volunteer hours with the Township.”

xii) **25-09-24 – Council Communication Package.**

Suggested Motion by Councillor Greg Hallam:

“THAT, the 25-09-24 Council Communication Package be received for information.”

xiii) **25-08-25 – Municipality of Tweed – Collaborative Action on Sustainable Waste Management in Ontario.**

Suggested Motion by Deputy Reeve Fred Dobbie:

“WHEREAS, the Council of the Corporation of Tay Valley Township Support the Municipality of Tweed’s resolution regarding waste incineration and a more Robust Recycling Program;

AND WHEREAS, It is incumbent upon the members of council, MPP’s and MPs to make the decisions that will result in the most positive outcomes for now and future generations;

AND WHEREAS, with large urban centres now looking in rural areas of our province and entire country for lands to bury their garbage waste;

AND WHEREAS, a large landfill site owned by a large urban centre which receives 50% of their garbage at the present time is expected to be full by 2029 creating more environmental impacts;

AND WHEREAS, continuing to bury garbage in the ground will result in our future generations having lost potable groundwater as a result of garbage leachate rendering it unusable;

AND WHEREAS, burying garbage, particularly organic waste in landfills, leads to the production of methane a greenhouse gas, which escapes into the atmosphere and contributes to climate change causing more environmental destruction;

AND WHEREAS, we continue to destroy our environment jeopardizing our future generations;

AND WHEREAS, we have worldwide technology that will allow us the use of clean incineration and also produce much needed electric energy;

AND WHEREAS, the incineration of household and other municipal waste has a long tradition in Germany, which currently has 156 municipal thermal waste incineration facilities with an aggregate annual capacity of around 25 million tons;

AND WHEREAS, with a strong focus on community involvement, innovative infrastructure, and sustainable practices, Germany has set a high bar for municipal recycling programs that the rest of the world can learn from and emulate;

AND WHEREAS, at the present time, Germany recycles 66.1% of its garbage waste at a municipal level. This places the country as the most effective and prominent country when it comes to recycling in the entire world. This highlights the citizen's strength and motivation to deal with environmental issues on a daily basis;

AND WHEREAS, German schools often integrate recycling education into their curriculum. This early exposure to the importance of recycling instills a sense of responsibility in the younger generation, creating a culture of sustainability that transcends generations;

BE IT RESOLVED THAT, the Council of Tay Valley Township support the Municipality of Tweed in investigating the possibility of working together with Ontario Municipalities, Provincial and Federal Governments and manufacturing partners to form a working group to ensure that waste disposal issues can be resolved quickly, efficiently and effectively with the use of incineration, more robust recycling programs and sustainable practices, so that future generations will not suffer from our environmental mismanagement;

AND THAT, this support be sent to Premier Ford, Marit Stiles, Leader of the Official Opposition Party, and all Ontario Municipalities.”

8. BY-LAWS

- i) **By-Law No. 2025-049 – Zoning Amendment – Jones – attached, page 38.**

Suggested Motion by Councillor Marilyn Thomas:

“THAT, By-Law No. 2025-049, being a by-law to amend Zoning By-Law No. 2002-121 (214 Ferrier Road East, Part Lot 1, Concession 10, geographic Township of South Sherbrooke, now in Tay Valley Township, County of Lanark), be read a first, second, and third time short and passed and signed by the Reeve and Clerk.”

- ii) **By-Law No. 2025-050 – Fire Protection Services Agreement – Automatic Aid – *attached, page 41.***

Suggested Motion by Councillor Angela Pierman:

“THAT, By-Law No. 2025-050, being a by-law to adopt a Fire Protection Services Agreement with the Township of Drummond/North Elmsley and the Town of Smiths Falls, be read a first, second, and third time short and passed and signed by the Reeve and Clerk.”

9. NEW/OTHER BUSINESS

None.

10. CALENDARING

Meeting	Date	Time	Location
Council Meeting	October 21 st	6:00 p.m.	Municipal Office
RVCA Board of Directors Meeting	October 23 rd	6:30 p.m.	RVCA Offices
Committee of Adjustment Meeting	October 27 th	5:00 p.m.	Municipal Office
“Special” Committee of the Whole Meeting – Staff Draft Budget – Operating	October 28 th	5:30 p.m.	Municipal Office
Public Meeting – Zoning Amendment	November 4 th	5:30 p.m.	Municipal Office
Committee of the Whole Meeting	November 4 th	Following	Municipal Office
History Scholarship Selection Committee Meeting	November 6 th	10:00 a.m.	Municipal Office
“Special” Committee of the Whole Meeting – Staff Draft Budget – Capital	November 6 th	5:30 p.m.	Municipal Office
Library Board Meeting	November 17 th	4:30 p.m.	Perth & District Library
Council Meeting	November 18 th	6:00 p.m.	Municipal Office

11. CLOSED SESSIONS

None.

12. CONFIRMATION BY-LAW

- i) **By-Law No. 2025-051 – Confirmation By-Law – October 17th and 21st, 2025**
– *attached, page 54.*

Suggested Motion by Councillor Wayne Baker:

***“THAT,** By-Law No. 2025-051, being a by-law to confirm the proceedings of the Council meetings held on October 17th and 21st, 2025, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”*

13. ADJOURNMENT

MINUTES

COUNCIL MEETING MINUTES

Tuesday, September 23rd, 2025

Immediately Following the Public Meeting at 5:00 p.m.

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

Council Chambers

ATTENDANCE:

Members Present: Chair, Reeve Rob Rainer
Deputy Reeve Fred Dobbie
Councillor Wayne Baker
Councillor Greg Hallam
Councillor Keith Kerr
Councillor Marilyn Thomas

Staff Present: Amanda Mabo, Chief Administrative Officer/Clerk
Aaron Watt, Deputy Clerk
Sean Ervin, Public Works Manager (left at 8:11 p.m.)
Ashley Liznick, Treasurer (left at 8:11 p.m.)

Regrets: Councillor Korrine Jordan
Councillor Angela Pierman

1. CALL TO ORDER

The meeting was called to order at 5:15 p.m.
A quorum was present.

2. AMENDMENTS/APPROVAL OF AGENDA

- i) Removal: Item 11 i) CONFIDENTIAL: Potential Litigation – 447 Long Lake Road.

The Agenda was adopted as amended.

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

Councillor Greg Hallam was absent at the August 26th, 2025 Council Meeting and therefore declared a pecuniary interest and/or conflict of interest on item 7 xii) Appointment of Volunteers – Community Services on the August 26th, 2025 Council agenda because his spouse is a community volunteer.

4. APPROVAL OF MINUTES

- i) **Council Meeting – August 26th, 2025.**

RESOLUTION #C-2025-09-01

MOVED BY: Wayne Baker

SECONDED BY: Marilyn Thomas

“THAT, the minutes of the Council Meeting held on August 26th, 2025, be approved as circulated.”

ADOPTED

- ii) **Council Meeting (Closed Session – Identifiable Individual – Removal of Volunteer) – August 26th, 2025.**

RESOLUTION #C-2025-09-02

MOVED BY: Keith Kerr

SECONDED BY: Greg Hallam

“THAT, the minutes of the Council Meeting (Closed Session – Identifiable Individual – Removal of Volunteer) held on August 26th, 2025, be approved as circulated.”

ADOPTED

5. DELEGATIONS & PRESENTATIONS

- i) **Presentation: Perth and District Union Library Update.**

RESOLUTION #C-2025-09-03

MOVED BY: Greg Hallam

SECONDED BY: Keith Kerr

“THAT, the Perth and District Union Library Update presentation on September 23rd 2025, be received for information.”

ADOPTED

ii) **Delegation: Hall Rental Policy.**

S. Kell provided a verbal presentation requesting relief from the Township Hall Rental Policy.

The Manie Daniels Centre is interested in:

- establishing Alcoholics Anonymous (AA) and/or Narcotics Anonymous (NA) meetings for residents of the Manie Daniels Centre and members of the community
- obtaining a reduced or waived fee to allow these programs to run at the Maberly Hall
- providing group services to the community that is more local than Perth, Sharbot Lake, or Kingston
- creating a volunteer partnership with the Township in support of the additional use of the community spaces

Members discussed similar partnerships already in place.

RESOLUTION #C-2025-09-04

MOVED BY: Keith Kerr

SECONDED BY: Marilyn Thomas

“THAT, staff bring back a report to Council regarding the Manie Daniels Centre’s request for exemption from the Hall Rental Policy charges.”

ADOPTED

6. CORRESPONDENCE

i) **25-08-27 Council Communication Package.**

RESOLUTION #C-2025-09-05

MOVED BY: Fred Dobbie

SECONDED BY: Marilyn Thomas

“THAT, the 25-08-27 Council Communication Package be received for information.”

ADOPTED

7. MOTIONS

None.

8. BY-LAWS

- i) **By-Law No. 2025-043 – Stop Up and Close a Road – Mutton’s Road.**

RESOLUTION #C-2025-09-06

MOVED BY: Marilyn Thomas
SECONDED BY: Fred Dobbie

“**THAT**, By-Law No. 2025-043, being a by-law to Stop Up and Close a Road (Mutton’s Road), be read a first, second, and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

- ii) **By-Law No. 2025-044 – Road Naming By-Law Amendment – Remove Mutton’s Road.**

RESOLUTION #C-2025-09-07

MOVED BY: Wayne Baker
SECONDED BY: Marilyn Thomas

“**THAT**, By-Law No. 2025-044, being a by-law to amend Road Naming By-Law No. 98-87 (Mutton’s Road), be read a first, second, and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

Item 9 viii) was discussed next.

- iii) **By-Law No. 2025-045 – Road Naming – Far Lane.**

RESOLUTION #C-2025-09-09

MOVED BY: Keith Kerr
SECONDED BY: Greg Hallam

“**THAT**, By-Law No. 2025-045, being a by-law to amend Road Naming By-Law No. 98-87 (Far Lane), be read a first, second, and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

- iv) **By-Law No. 2025-046 – Stop Up, Close & Sell Portion of Unopened Road Allowance – Wright.**

RESOLUTION #C-2025-09-10

MOVED BY: Greg Hallam

SECONDED BY: Keith Kerr

“THAT, By-Law No. 2025-046, being a by-law to Stop Up, Close & Sell a Portion of Unopened Road Allowance – Wright (between Concessions 7 and 8, geographic Township of Bathurst, northeasterly of Doran Road), be read a first, second, and third time short and passed by the Reeve and Clerk.”

ADOPTED

- v) **By-Law No. 2025-047 – Appoint Chief Building Official (Troy Merriman).**

RESOLUTION #C-2025-09-11

MOVED BY: Fred Dobbie

SECONDED BY: Marilyn Thomas

“THAT, By-Law No. 2025-047, being a by-law to appoint a Chief Building Official (Troy Merriman), be read a first, second and third time short and passed and signed by the Deputy Reeve and Clerk.”

ADOPTED

9. NEW/OTHER BUSINESS

- i) **Report #FIN-2025-10 – 10-Year Capital Plan Update.**

RESOLUTION #C-2025-09-12

MOVED BY: Marilyn Thomas

SECONDED BY: Fred Dobbie

“THAT, Report #FIN-2025-10 – 10-Year Capital Plan Update be received for information;

AND THAT, weigh scales be added under waste.”

ADOPTED

Council recessed at 6:30 p.m.

Council returned to session at 6:38 p.m.

Item 11 ii) was discussed next.

- ii) **Report #PD-2025-18 – Proposed Updates to the Projection Methodology Guideline.**

RESOLUTION #C-2025-09-15

MOVED BY: Wayne Baker

SECONDED BY: Marilyn Thomas

“THAT, staff submit comments to the Environmental Registry of Ontario posting <https://ero.ontario.ca/notice/025-0844> on key areas of importance to Tay Valley Township, as identified in Report #PD-2025-18– Proposed Updates to the Projection Methodology Guideline to Support Implementation of the PPS 2024;

AND THAT, this report be circulated to the Honourable Rob Flack, Minister of Municipal Affairs and Housing, local MPP the Honourable John Jordan, and Christa Lowry, the Chair of the Rural Ontario Municipal Association.”

ADOPTED

- iii) **Report #PW-2025-13 – Wild Parsnip.**

Members discussed the option of introducing spraying as an additional control method that:

- could be used to target specific problem areas of growth
- could be run on an opt-in or opt-out basis
- could be used in combination with current methods of weed management in the Township.

RESOLUTION #C-2025-09-16

MOVED BY: Fred Dobbie

SECONDED BY: Marilyn Thomas

“THAT, a further staff report be brought forward to Council with further details if a wild parsnip spray program were to be implemented to control wild parsnip growth along Township roads.”

ADOPTED

- iv) **Report #PW-2025-19 – Enabling Accessibility Grant Update.**

RESOLUTION #C-2025-09-17

MOVED BY: Greg Hallam

SECONDED BY: Keith Kerr

“THAT, Tender 2025-PW-011 Construction of Accessible Ramps be cancelled;

THAT, staff seek approval from the Ministry under the Enabling Accessibility Grant to revise the scope of work to complete the rehabilitation of the parking lots at Maberly Hall and Maberly Community Park;

THAT, Section 7.3 of the Township's Procurement Policy be waived and staff seek three quotations from local contractors for the work at the two parking lots;

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

ADOPTED

- v) **Report #PW-2025-17 – Winter Sand – Tender Award.**

RESOLUTION #C-2025-09-18

MOVED BY: Fred Dobbie

SECONDED BY: Marilyn Thomas

"THAT, Winter Sand Tender #2025-PW-012 be awarded to Crains' Construction;

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

ADOPTED

- vi) **Report #PW-2025-16 – Old Brooke Road Pre-Construction Engineering.**

RESOLUTION #C-2025-09-19

MOVED BY: Marilyn Thomas

SECONDED BY: Fred Dobbie

"THAT, Section 7.4 of the Township's Procurement Policy be waived and staff be authorized to obtain three-quotes from consulting engineering firms to complete pre-construction engineering design for Old Brooke Road;

THAT, staff be authorized to proceed with the pre-construction engineering with the upset limit of \$27,500;

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

ADOPTED

- vii) **Report #CAO-2025-31 – Long Term Disability Benefits.**

RESOLUTION #C-2025-09-20

MOVED BY: Wayne Baker

SECONDED BY: Marilyn Thomas

“THAT, the LTD overall maximums be increased to \$9,000/\$10,500 per month to ensure that LTD benefits are 60% of wages at the employee’s normal rate of pay as outlined in the collective agreement and employment contracts.”

ADOPTED

- viii) **Report #CAO-2025-30 – Road Naming – Far.**

RESOLUTION #C-2025-09-08

MOVED BY: Keith Kerr

SECONDED BY: Greg Hallam

“THAT, the necessary by-law to name an existing Private Road to Far Lane, as outlined in Report #CAO-2025-30 – Proposed New Road Name – Far Lane, be brought forward for approval.”

ADOPTED

Item 8 iii) was discussed next.

- ix) **2026 Council and Committee Calendar.**

RESOLUTION #C-2025-09-21

MOVED BY: Greg Hallam

SECONDED BY: Keith Kerr

“THAT, the 2026 Council and Committee Calendar be approved.”

ADOPTED

The Treasurer and Public Works Manager left at 8:11 p.m.

- x) **Appointment of Volunteers to Bolingbroke Cemetery Board.**

RESOLUTION #C-2025-09-22

MOVED BY: Fred Dobbie

SECONDED BY: Marilyn Thomas

“THAT, the Council of the Corporation of Tay Valley Township appoint the following volunteers to the Bolingbroke Cemetery Board, subject to the Criminal Records Check Policy:

- Daniel Simser
- Harry Smith.”

ADOPTED

- xi) **Green Energy and Climate Change Working Group Member Resignation – Hallam and Pierman.**

RESOLUTION #C-2025-09-23

MOVED BY: Marilyn Thomas

SECONDED BY: Fred Dobbie

“THAT, Councillors Greg Hallam and Angela Pierman be removed from the Green Energy and Climate Change Working Group effective September 23rd, 2025.”

ADOPTED

- xii) **Appoint Hockey Volunteers.**

RESOLUTION #C-2025-09-24

MOVED BY: Wayne Baker

SECONDED BY: Marilyn Thomas

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

- Jason McCooeye
- Tony Allan
- Kristen Wilson.”

ADOPTED

- xiii) **Appoint Volunteers – ReUse Centre.**

RESOLUTION #C-2025-09-25

MOVED BY: Keith Kerr

SECONDED BY: Greg Hallam

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

- Samantha Davidson
- Doris Gobeil
- Andrea Hammel
- Merril Hammel
- Virginia Kidd
- Merly Shea
- Alan Wilstead
- Edwina Wood.”

ADOPTED

xiv) **Remove Volunteers – ReUse Centre.**

RESOLUTION #C-2025-09-26

MOVED BY: Greg Hallam

SECONDED BY: Keith Kerr

“THAT, the Council of the Corporation of Tay Valley Township remove the following as appointed volunteers for Tay Valley Township effective September 23rd, 2025.

- Julia Baker
- Nancy Button
- Sulyn Cedar
- Janice Chornohus
- Ruth Craig
- Wendy Eager
- Merilyn Gibson
- Helen Gogo
- Mike Harmann
- Ariel Hay
- Andrew Hickey
- Jim Higginson
- Mary Hisko
- Mary James
- Angela Kalbun
- Dawn King
- Trina King
- Jonathan Latour
- Martine Le Boissiere
- John Lianga
- Lois MacLean
- Louise McDiarmid
- Carol McKinnon
- Deborah McParland
- Sean Morrison
- Cate Nesbitt
- (James) Nolan Beckett
- Janet Papke
- Kendra Parks
- Elizabeth Percival
- Susan Quipp
- Chris Stone
- Donna Stone
- Linda Toivanen

- Meredith Toivanen
- Haidee White
- Lori Willstedt.”

ADOPTED

10. CALENDARING

Meeting	Date	Time	Location
RVCA Board of Directors Meeting	September 25 th	6:30 p.m.	RVCA Office
Committee of Adjustment Hearing	September 29 th	5:00 p.m.	Municipal Office
Pinehurst Cemetery Board Meeting	October 2 nd	1:30 p.m.	Municipal Office
Fire Board Meeting	October 6 th	6:00 p.m.	BBDNE Fire Station
Committee of the Whole Meeting	October 7 th	6:00 p.m.	Municipal Office
MVCA Board of Directors Meeting	October 20 th	1:00 p.m.	MVCA Office
Library Board Meeting	October 20 th	4:30 p.m.	Perth & District Union Library
Council Meeting	October 21 st	6:00 p.m.	Municipal Office

11. CLOSED SESSIONS

- i) **CONFIDENTIAL: Potential Litigation – 447 Long Lake Road.**

Removed.

- ii) **CONFIDENTIAL: Litigation – 750/761 Christie Lake Lane 32D.**

RESOLUTION #C-2025-09-13

MOVED BY: Wayne Baker

SECONDED BY: Marilyn Thomas

“THAT, Council move “in camera” at 6:38 p.m. to address a matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board regarding 750/761 Christie Lake Lane 32D;

AND THAT, the Chief Administrative Officer/Clerk, Deputy Clerk and Legal Counsel remain in the room.”

ADOPTED

RESOLUTION #C-2025-09-14

MOVED BY: Keith Kerr

SECONDED BY: Greg Hallam

“THAT, Council return to an open session at 7:33 p.m.”

ADOPTED

The Chair rose and reported that direction was provided to legal counsel and staff.

Council recessed at 7:33 p.m.

Council returned to session at 7:35 p.m.

Item 9 ii) was discussed next.

12. CONFIRMATION BY-LAW

- i) **By-Law No. 2025-048 - Confirmation By-Law – September 23rd, 2025.**

RESOLUTION #C-2025-09-27

MOVED BY: Greg Hallam

SECONDED BY: Keith Kerr

“THAT, By-Law No. 2025-048, being a by-law to confirm the proceedings of the Council meeting held on September 23rd, 2025, be read a first, second and third time short and passed and signed by the Reeve and Clerk.”

ADOPTED

13. ADJOURNMENT

Council adjourned at 8:13 p.m.

**COMMITTEE OF THE WHOLE
MINUTES**

Tuesday, October 7th, 2025

6:00 p.m.

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

Council Chambers

ATTENDANCE:

Members Present: Chair, Councillor Greg Hallam
Reeve Rob Rainer
Deputy Reeve Fred Dobbie
Councillor Wayne Baker
Councillor Keith Kerr
Councillor Angela Pierman
Councillor Marilyn Thomas

Staff Present: Amanda Mabo, Chief Administrative Officer/Clerk
Aaron Watt, Deputy Clerk
Sean Ervin, Public Works Manager (left at 7:44 p.m.)
Ashley Liznick, Treasurer, (left at 7:44 p.m.)

Regrets: Councillor Korrine Jordan

1. CALL TO ORDER

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

2. AMENDMENTS/APPROVAL OF AGENDA

i) Addition under Closed Session: CONFIDENTIAL: Identifiable Individual.

The Agenda was adopted as amended.

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

Councillor Thomas declared a pecuniary interest and/or conflict of interest on item 5 ii) Delegation: Core Capital Campaign and Hospital Update because her full-time position is with the Hospital Foundation.

Councillor Hallam declared a pecuniary interest and/or conflict of interest on item 5 ii) Delegation: Core Capital Campaign and Hospital Update as his spouse is CEO with the Perth & Smiths Falls District Hospital Foundation.

4. APPROVAL OF MINUTES OF PUBLIC MEETINGS

i) Public Meeting: Zoning By-Law Amendment(s) – August 12th, 2025.

The minutes of the Public Meeting – Zoning By-Law Amendment(s) held on August 12th, 2025 were approved.

ii) Public Meeting: Zoning By-Law Amendment(s) – September 23rd, 2025.

The minutes of the Public Meeting – Zoning By-Law Amendment(s) held on September 23rd, 2025 were approved.

5. DELEGATIONS & PRESENTATIONS

i) Delegation: Climate Network Lanark – Neighbourhood Climate Concierge. Sadie Brule, Project Coordinator, Climate Network Lanark.

S. Brule gave the presentation that was attached to the agenda.

Recommendation to Council:

“THAT, The Climate Network Lanark – Neighbourhood Climate Concierge presentation on October 7th, 2025 be received for information.”

Councillor Hallam stepped down as Chair.

Deputy Reeve Dobbie assumed the Chair.

Councillors Hallam and Thomas did not participate with regards to the next item due to their declared pecuniary and/or conflict of interest.

ii) Delegation: Core Capital Campaign and Hospital Update. Michael Cohen, President & CEO, Perth & Smiths Falls District Hospital.

M.Cohen gave the presentation that was attached to the agenda.

Members discussed:

- current Magnetic Resonance Imaging (MRI) wait times
- the MRI triage rating system

- anticipated decrease of MRI backlog when more MRI technicians are added
- sources of funding for the Perth & Smiths Falls District Hospital

Recommendation to Council:

“THAT, the Perth & Smiths Falls District Hospital Core Capital Campaign and Hospital Update on October 7th, 2025 be received for information.”

Deputy Reeve Dobbie stepped down as Chair.
Councillor Hallam resumed the Chair.

6. PRIORITY ISSUES

i) **Report #PW-2025-22 – 10-Year Capital Plan – Facilities.**

Members discussed:

- the ongoing costs of building maintenance
- the increasing requirements for buildings to stay in compliance with accessibility and health and safety legislation

Recommendation to Council:

“THAT, the Glen Tay Waste Site Shed be replaced when the waste site operations are relocated;

THAT, when the Glen Tay Waste Site operations are relocated a proper scale house be installed;

THAT, all capital expenditures except for the Building Condition Assessment be put on hold for the ReUse Centre building until the Glen Tay Waste Site operations are relocated;

THAT, the ReUse Centre be reassessed with possible replacement needed to meet accessibility standards when the Glen Tay Waste Site operations are relocated;

THAT, \$750/year be added to the Operating budget for the Maberly Waste Site Shed for maintenance requirements;

THAT, \$750/year be added to the Operating budget for the Stanleyville Waste Site Shed for maintenance requirements;

THAT, all capital expenditures be put on hold for the Maberly Garage until a Functional Assessment of the Public Works Department occurs in 2027;

THAT, all capital expenditures be put on hold for the Burgess Garage, except for health and safety items, until a Functional Assessment of the Public Works Department occurs in 2027;

THAT, all capital expenditures be put on hold for the Bathurst Garage, except for health and safety items, until a Functional Assessment of the Public Works Department occurs in 2027;

THAT, since the Burgess Hall is attached to the public works garage, all capital expenditures be put on hold for the Burgess Hall until a Functional Assessment of the Public Works Department occurs in 2027;

AND THAT, in 2027 consider expansion of the Maberly Hall as timing will coincide with the barrier free washroom and kitchen work as well as the Functional Assessment of the Public Works Department (Maberly Garage)."

ii) **Report #PW-2025-21 – H. Mather Drain Maintenance – Tender Award.**

The Public Works Manager provided a map of the H. Mather Drain – *attached, page 10.*

Recommendation to Council:

"**THAT**, Tender #2025-PW-014 – H. Mather Drain Maintenance be awarded to Shade Group Inc.;

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

iii) **Report #PW-2025-20 – Steamer Purchase – Sole Source.**

Recommendation to Council:

"**THAT**, Section 7.3 of the Township's Procurement Policy be waived;

THAT, staff be authorized to proceed with the sole source purchase of a steamer from Clark-Kavanagh Homes Inc. for a Thompson Steamer, Model A, for the amount of \$21,585.00 plus HST;

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

The Treasurer and Public Works Manager left at 7:44 p.m.

iv) **Report #CAO-2025-33 – Fire Protection Agreement for Automatic Aid – Smiths Falls.**

Recommendation to Council:

"**THAT**, the Fire Protection Agreement for Automatic Aid with the Township of Smiths Falls be approved and the necessary by-law brought forward."

v) **Report #CAO-2025-36 – Replacement of Township Entrance Signs (Gateway Signs).**

Members discussed:

- design options
- signage shape, background colour, font colour, text style and font

Recommendation to Council:

“THAT, staff proceed with signage and design options as shown in Report #CAO-2025-36, and as discussed during the Committee of the Whole Meeting on October 7, 2025, including selecting;

- a narrow rectangle shape
- a black background
- white text and Township logo
- inclusion of Township website address and slogan.”

vi) **Report #CAO-2025-34 – Multi-Year Accessibility Plan Update.**

Recommendation to Council:

“THAT, staff obtain feedback on the draft multi-year accessibility plan as outlined in Report #CAO-2025-24 – Multi-Year Plan Accessibility Update.”

vii) **Report #CAO-2025-32 – Proposed New Road Name – Moon Ridge Lane.**

Recommendation to Council:

“THAT, the necessary by-law to name a relocated existing Private Road to Moon Ridge Lane as outlined in Report #CAO-2025-32 – Proposed New Road Name – Moon Ridge Lane, be brought forward for approval.”

viii) **Report #CAO-2025-37 – Request to Close a Portion of a Quarter Sessions Road.**

Recommendation to Council:

“THAT, Council declares Part Lot 16, Concession 4, Bathurst, being Part 1 on 27R7893 (PIN 05196-0212), surplus to the Township’s needs;

THAT, Council agrees to proceed with the application to stop up, close and sell the said portion of a Quarter Sessions Road as outlined in Report #CAO-2025-37 - Request to Close a Portion of a Quarter Sessions Road, as per the Road Closing and Sale Policy and call a Public Meeting;

AND THAT, an Amendment to the Road Naming By-Law to update the legal description of Semler Lane following the closure of the subject portion of road be brought forward.”

ix) **Report #CAO-2025-35 – Hall Rental – Manie Daniels Centre.**

Recommendation to Council:

“THAT, the Reeve and Clerk be authorized to enter into an agreement with Love Soluble (Manie Daniels Centre) whereby the monthly rental fee for the Maberly Hall would be waived in exchange for volunteer hours with the Township.”

7. CORRESPONDENCE

i) **25-09-24 – Council Communication Package.**

Recommendation to Council:

“THAT, the 25-09-24 Council Communication Package be received for information.”

ii) **25-08-25 – Municipality of Tweed – Collaborative Action on Sustainable Waste Management in Ontario.**

Recommendation to Council:

“WHEREAS, the Council of the Corporation of Tay Valley Township Support the Municipality of Tweed’s resolution regarding waste incineration and a more Robust Recycling Program;

AND WHEREAS, It is incumbent upon the members of council, MPP's and MPs to make the decisions that will result in the most positive outcomes for now and future generations;

AND WHEREAS, with large urban centres now looking in rural areas of our province and entire country for lands to bury their garbage waste;

AND WHEREAS, a large landfill site owned by a large urban centre which receives 50% of their garbage at the present time is expected to be full by 2029 creating more environmental impacts;

AND WHEREAS, continuing to bury garbage in the ground will result in our future generations having lost potable groundwater as a result of garbage leachate rendering it unusable;

AND WHEREAS, burying garbage, particularly organic waste in landfills, leads to the production of methane a greenhouse gas, which escapes into the atmosphere and contributes to climate change causing more environmental destruction;

AND WHEREAS, we continue to destroy our environment jeopardizing our future generations;

AND WHEREAS, we have worldwide technology that will allow us the use of clean incineration and also produce much needed electric energy;

AND WHEREAS, the incineration of household and other municipal waste has a long tradition in Germany, which currently has 156 municipal thermal waste incineration facilities with an aggregate annual capacity of around 25 million tons;

AND WHEREAS, with a strong focus on community involvement, innovative infrastructure, and sustainable practices, Germany has set a high bar for municipal recycling programs that the rest of the world can learn from and emulate;

AND WHEREAS, at the present time, Germany recycles 66.1% of its garbage waste at a municipal level. This places the country as the most effective and prominent country when it comes to recycling in the entire world. This highlights the citizen's strength and motivation to deal with environmental issues on a daily basis;

AND WHEREAS, German schools often integrate recycling education into their curriculum. This early exposure to the importance of recycling instills a sense of responsibility in the younger generation, creating a culture of sustainability that transcends generations;

BE IT RESOLVED THAT, the Council of Tay Valley Township support the Municipality of Tweed in investigating the possibility of working together with Ontario Municipalities, Provincial and Federal Governments and manufacturing partners to form a working group to ensure that waste disposal issues can be resolved quickly, efficiently and effectively with the use of incineration, more robust recycling programs and sustainable practices, so that future generations will not suffer from our environmental mismanagement;

AND THAT, this support be sent to Premier Ford, Marit Stiles, Leader of the Official Opposition Party, and all Ontario Municipalities.”

8. COMMITTEE, BOARD & EXTERNAL ORGANIZATION UPDATES

- i) **Bolingbroke Cemetery Board** – *deferred to the next meeting.*
- ii) **Committee of Adjustment.**

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

- iii) **Fire Board** – *deferred to the next meeting.*

iv) **Library Board.**

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

v) **Pinehurst Cemetery Board.**

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

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

vii) **Green Energy and Climate Change Working Group – *deferred to the next meeting.***

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

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

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

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

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

xi) **County of Lanark.**

The Deputy Reeve reported that:

- Perth Community Care has been recognized by the Registered Nurses' Association of Ontario (RNAO) for its commitment to high-quality care through the Best Practice Spotlight Organization (BPSO) program
- Entrepreneur Toby Shannon made a presentation to the Lanark Leeds Home Builders Association regarding saving and repurposing Perth's Algonquin College campus
- The Havelock Trail has received 12 kilometers of new stone dust, and three (3) bridges have been repaired through a grant
- attended the Lanark County Emergency Management training day in Beckwith last week

The Committee recessed at 8:21 p.m.

The Committee returned to session at 8:24 p.m.

9. CLOSED SESSION

i) **CONFIDENTIAL: Identifiable Individual.**

The Committee moved “in camera” at 8:24 p.m. to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees regarding an identifiable individual and the Chief Administrative Officer/Clerk and Deputy Clerk remained in the room.

The Committee returned to open session at 8:47 p.m.

Recommendation to Council:

“THAT, a contract, two days a week, election assistant position be implemented from mid-November 2025 to mid-November 2026;

AND THAT, it be funded from the balance available in the election reserve with any difference funded from the contingency reserve.”

10. DEFERRED ITEMS

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

- *None.*

11. ADJOURNMENT

The Committee adjourned at 8:50 p.m.

DELEGATIONS & PRESENTATIONS

Budget and Staffing Pressures

(faced by most municipalities)

Legislative Changes and Governance Reforms

- top-ranked pressure
- Strong Mayor Powers – continuous additional tasks, workload is dependent on current Head of Council
- continuous provincial downloads - that can no longer be absorbed by the current staffing complement
- continuous Planning Act amendments - staff just get policies, by-laws, processes updated and they change again, staff have to relearn and update everything again
- asset management requirements – need a half position just to take on this additional workload since introduced
- reporting burdens – grant reporting, annual stat reporting to province, financial including annual audit work

Economic Conditions and Affordability Pressures

- inflation
- rising service costs
- rising construction costs
- strained municipal budgets
- resident affordability challenges
- unrealistic expectation to always lower taxes– costs of goods and services continue to increase; in turn the operating budget of a municipality also goes up
- unrealistic expectation to always cut staff – cannot continue year after year to add workload to positions, at some point there is no more capacity which results in burnout, short term and long term disability costs and lost time or new positions being needed

Workforce Pressures: Recruitment, Retention, and Retirement

- for management positions, completely depends on Council-staff relationship
- attracting and keeping qualified staff
- need to provide good salary, benefits, other incentives
- unrealistic expectations of what staff can do in a day, burnout
- staff turnover and retirement risk
- administrative tracking of everything staff do to ensure there is a record (ex. scanning every invoice to vendor account; increase in grant funded programs means increase in registration, advertising, cash receipting, public wants “proof” of everything, etc.)
- staff turnover and burnout are costly – lost time costs money
- have to outsource some work, not always at a lower cost or desired service level
- currently the senior management team works down, meaning they are doing day to day tasks as opposed to management tasks such as project and long-term planning; there is only capacity to do two projects per year yet there are five to ten projects per senior manager

Demographic Shifts and Social Expectations

- increased public demands and expectations
- changing demographics
- political engagement (both constructive and challenging)
- aging population
- growing population
- urbanization

Infrastructure, Health Care, Housing, and Environmental Pressures

- funding – lack of federal and provincial support, everything cannot be funded by taxpayers
- increase in the costs of equipment, bridges and roads
- non-realistic requirements
- some are provincial responsibilities, but municipalities are funding
- OPP costs

Municipality	Population			Area (sq. km)	Operating Budget
	Permanent	Seasonal	Total		
Perth South	3,800		3,800	390	\$4,300,000
French River	2,828	2,012	4,840	718	\$10,898,156
Bonnechere Valley	3,850	1,200	5,050	594	\$6,967,912
Madawaska Valley	3,927	1,739	5,666	666	\$5,700,000
Whitewater Region	7,225		7,225	535	\$12,000,000
Stone Mills	7,826		7,826	694	\$11,262,486
Central Frontenac	3,836	4,036	7,872	1,025	\$8,822,701
Drummond/North Elmsley	5,581	2,602	8,183	366	\$9,002,197
North Frontenac	2,285	7,000	9,285	1,158	\$9,438,000
North Huron	5,052	4,500	9,552	179	\$15,989,315
Rideau Lakes	10,880		10,880	863	\$26,000,000
Tay Valley	5,925	5,925	11,850	529	\$7,619,340
Algonquin Highlands	2,200	10,000	12,200	1,007	\$19,233,135
Highlands East	3,830	13,000	16,830	758	\$14,222,374
Minden Hills	6,971	14,000	20,971	848	\$15,223,935
Georgian Bay	3,500	17,500	21,000	536	\$12,000,000
Dysart et al	7,182	15,000	22,182	1,474	\$18,800,000
Muskoka Lakes	7,652	26,992	34,644	782	\$15,855,900
Average	5,242	6,973	12,214	1,025	\$8,822,701

Average Operating Budget per Resident \$1,033

Tay Valley Township Operating Budget per Resident \$ 643

**Benchmark Survey Report by Capital Park Consulting for Central Frontenac Organizational and Service Delivery Review*

- Tay Valley has the 4th lowest operating budget of the eighteen listed above

Staffing since Amalgamation in 1998 (27 years ago)

1998 - 17 Employees

CAO/Clerk's Department

Chief Administrative Officer/Clerk
Administrative Assistant – Corporate

Finance Department

Treasurer/Deputy Clerk
Deputy Treasurer (Tax Collector)
Administrative Assistant – Finance

Building and Planning Department

Chief Building Official
Administrative Assistant – Planning

Public Works Department

Public Works Manager
Lead Hand x 2
Heavy Equipment Operators x 3
Truck Driver/Operator (casual)
Waste Site Attendants x 3

2007 – Added Clerk

2009 – Added Planner (previously contracted out)

2011 – Added Heavy Equipment Operator

2012 – Added Waste Site Attendant (now two at Glen Tay)

2014 – Added Administrative Assistant – Public Works

2018 – Added two casual Waste Site Attendants

2022 – Added Community Services Coordinator

2022 – Added second Administrative Assistant – Planning (3 days/week, COVID grant funded)

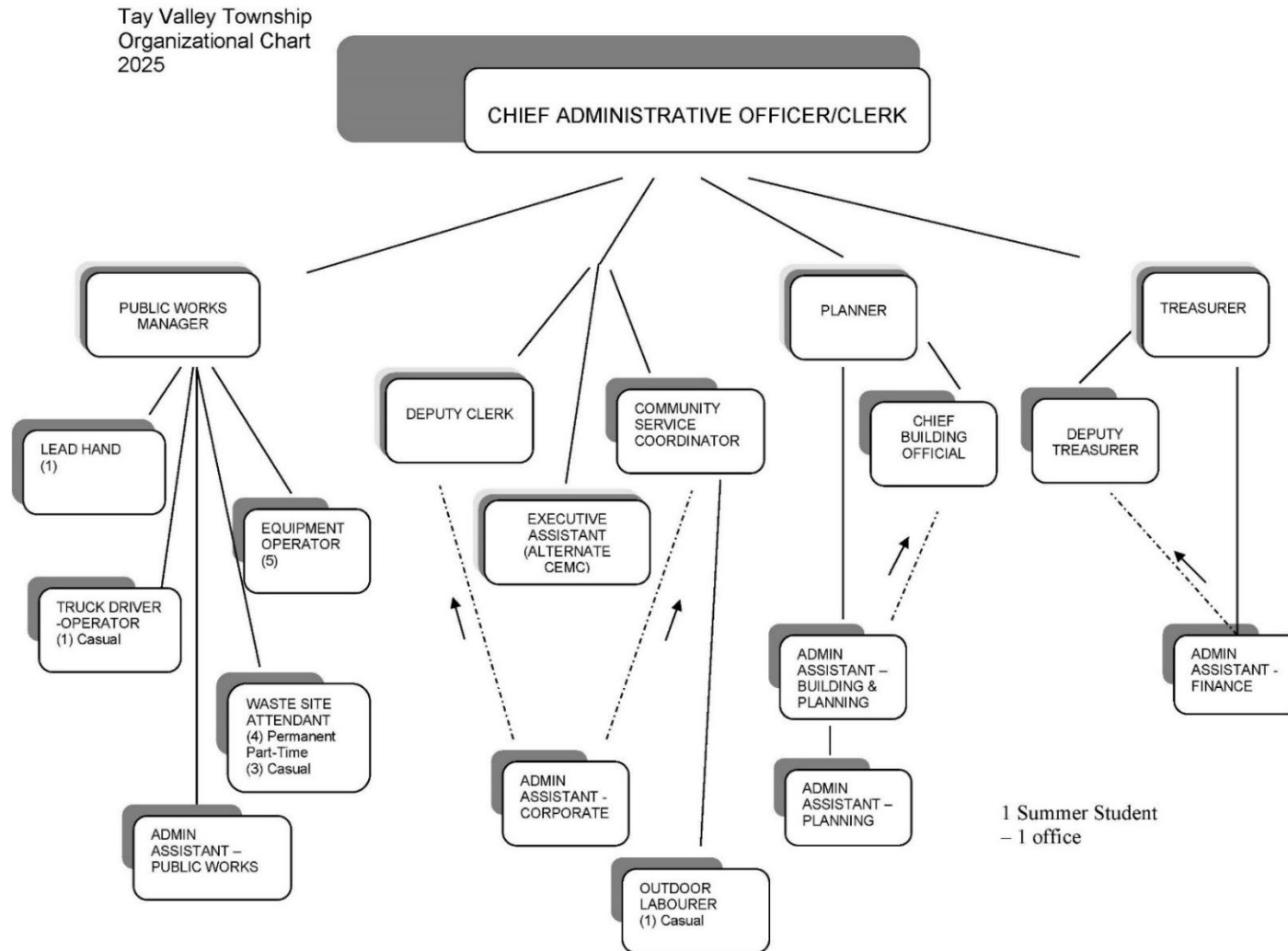
2023 – Added Executive Assistant/Alternate CEMC

2024 – Added Outdoor Labourer (casual)

- *Casual = work as needed*
- *All casual positions hours worked does not even equate to an eighth of a position*

2025 – 20 Full-Time, 4 Part-Time, 5 Casual = 29 Employees

- *Casual = work as needed*
- *All casual positions hours worked does not even equate to an eighth of a position*



BY-LAWS

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2025-049

A BY-LAW TO AMEND ZONING BY-LAW NO. 2002-121, AS AMENDED (JONES – 214 FERRIER ROAD EAST) (PART LOT 1, CONCESSION 10, GEOGRAPHIC TOWNSHIP OF NORTH BURGESS)

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

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

AND WHEREAS, the Council of the Corporation of Tay Valley Township deems it advisable to amend By-Law No. 2002-121, as hereinafter set out;

AND WHEREAS, this By-Law implements the policies and intentions of the Official Plan for Tay Valley Township;

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

1. GENERAL REGULATIONS

- 1.1 **THAT**, By-Law No. 2002-121 is hereby amended by amending the zoning from Agricultural (A) to Residential (R) on the lands legally described as Part Lot 1, Concession 10, geographic Township of South Sherbrooke, now in Tay Valley Township, County of Lanark (Roll # 091191101031600), in accordance with Schedule "A" attached hereto and forming part of this By-Law.
- 1.2 **THAT**, all other applicable standards and requirements of By-Law No. 2002-121 shall continue to apply to the subject property.
- 1.3 **THAT**, this By-Law shall come into force and effect with the passing thereof, in accordance with *the Planning Act*, as amended.

2. ULTRA VIRES

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2025-049**

3. BY-LAWS RESCINDED

3.1 All by-laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

4. EFFECTIVE DATE

4.1 ADOPTED BY COUNCIL this 21st day of October, 2025.

Rob Rainer, Reeve

Amanda Mabo, Clerk

4.2 APPROVED BY THE REEVE this 21st day of October, 2025 pursuant to Reeve Decision/Direction #2025-09.

Rob Rainer, Reeve

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2025-049**

SCHEDULE "A"

Jones – 214 Ferrier Road East
Part Lot 1, Concession 10
Geographic Township of North Burgess
Tay Valley Township



Area(s) Subject to the By-Law
To amend the Zoning from
Agriculture (A) to Residential (R)

Certificate of Authentication
This is Schedule "A" to By-Law 2025-049
passed this 21st day of October 2025.

Reeve

Clerk

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2025-050

FIRE PROTECTION SERVICES AGREEMENT (AUTOMATIC AID)

BETWEEN TAY VALLEY TOWNSHIP, THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY AND THE TOWN OF SMITHS FALLS

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

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

AND WHEREAS, section 20 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a municipality may enter into an agreement with one or more municipalities for the provision of services;

AND WHEREAS, Section 2 (5) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c. 4, provides that a municipality may, under such conditions as may be specified in the agreement, enter into an agreement to,

- a) provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality; and
- b) receive such fire protection services as may be specified in the agreement from a fire department situated outside the territorial limits of the municipality;

AND WHEREAS, to increase the efficiency and effectiveness of the fire services provided by Drummond North Elmsley Tay Valley Fire Rescue Services, the Town of Smiths Falls has agreed to supply certain fire protection services in a designated area of Drummond/North Elmsley Township;

AND WHEREAS, the Council of the Corporation of Tay Valley Township deems it expedient to enter into a Fire Protection Services Agreement (Automatic Aid) with the Town of Smiths Falls for the receipt of fire protection services as specified in the Agreement;

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2025-050**

AND WHEREAS, the terms of the Fire Protection Services Agreement (Automatic Aid) are satisfactory to the Council of the Corporation of Tay Valley Township, attached hereto as Schedule "A";

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

1. GENERAL REGULATIONS

1.1 THAT, the Reeve and Clerk are hereby authorized on behalf of the Corporation of Tay Valley Township to execute a Fire Protection Services Agreement (Automatic Aid) with the Town of Smiths Falls and the Township of Drummond/North Elmsley, attached hereto as Schedule "A".

2. BY-LAWS TO BE REPEALED

2.1 THAT, all by-laws or parts thereof and resolutions passed prior to this by-law which are in contravention of any terms of this by-law are hereby rescinded.

3. ULTRA VIRES

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

4. EFFECTIVE DATE

ENACTED AND PASSED this 21st day of October, 2025.

5. Rob Rainer, Reeve

Amanda Mabo, Clerk

THE CORPORATION OF TAY VALLEY TOWNSHIP
6. BY-LAW NO. 2025-050

FIRE PROTECTION AGREEMENT FOR AUTOMATIC AID

THIS AGREEMENT made in triplicate this day of , 2025.

BETWEEN:

The Corporation of the Town of Smiths Falls

Hereinafter called the “Town of Smiths Falls”

The Corporation of the Township of Drummond/North Elmsley

Hereinafter called the “Township of Drummond/North Elmsley”

The Corporation of Tay Valley Township

Hereinafter called the “Tay Valley Township”

WHEREAS, The Parties are municipal corporations responsible for the provisions of fire and emergency response services pursuant to the provisions of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, and amendments thereto (the “**FPPA**”);

AND WHEREAS, Township of Drummond/North Elmsley and Tay Valley Township jointly provide fire and response services under the name of “Drummond/North Elmsley Tay Valley Fire Rescue Services”;

AND WHEREAS, the Town of Smiths Falls provides fire and response services under the name of “Smiths Falls Fire Department”;

AND WHEREAS, a municipality may, pursuant to the provisions of the *FPPA*, enter into agreements to provide or receive fire protection services including response to fires, rescues, and emergencies;

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

AND WHEREAS, section 20 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended provides that a municipality may enter into an agreement with one or more municipalities for the provision of services;

AND WHEREAS, to increase the efficiency and effectiveness of the fire services provided by Drummond North Elmsley Tay Valley Fire Rescue, the Town of Smiths Falls has agreed to supply certain fire protection services in a designated area of Drummond/North Elmsley Township;

NOW THEREFORE BE IT RESOLVED THAT, the Parties wish to enter into this agreement to outline the terms of the supply of the fire protection services by the Town of Smiths Falls to the Township of Drummond/North Elmsley.

DEFINITIONS:

For the purpose of this Agreement:

“DNETV Fire Rescue” means the Drummond/North Elmsley Tay Valley Fire Rescue Service.

“SFFD” means the Smiths Falls Fire Department.

“Business Day” means Monday-Friday (8:30 a.m. to 4:30 p.m.).

“Consumer Price Index (CPI)” is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services.

“Fire Chief” means the person appointed as Fire Chief for either of SFFD or DNETV Fire Rescue and includes his/her designate.

“Fire Protection and Emergency Services” means the level of service set by the Town of Smiths Falls and which includes, but is not limited to:

- a. Fire suppression – structural, grass/brush and vehicle
- b. Rescue services
- c. Response to remote/automatic alarms
- d. Pre-fire conditions (ie. smell of smoke)
- e. Carbon monoxide alarms
- f. Tiered medical response
- g. Power lines down or arcing
- h. Extrication
- i. Other occurrences pertaining to life safety not listed above

“Incident” shall mean any response that SFFD shall make to any call in the Response Area.

“Incident Command” means the person in command of the emergency incident.

“Fire Dispatch” means Smiths Falls Fire Dispatch Centre.

“Rescue Services” means motor vehicles extrication utilizing heavy hydraulics and motor vehicle stabilization.

“Response Area” means the area within the boundaries of the geographic Township of Drummond and the geographic Township of North Elmsley as set out in Schedule “A” attached to and forming part of this Agreement.

AGREEMENT

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

1. The term of this Agreement shall be from January 1, 2026 to December 31, 2030 and shall be automatically renewed for a further 2 years unless notice of termination has been given in accordance with Section 20.
2. The Fire Chief of DNETV Fire Rescue and the Fire Chief of SFFD shall review the terms and operation of this Agreement in September of each year that this Agreement is in place and shall make recommendations to their respective municipalities and municipal councils as they deem necessary.
3. SFFD agrees to provide the services identified in this Agreement to the Response Area and in so doing shall exercise all reasonable means to respond to any incident within the Response Area.
4. SFFD hereby agrees that it shall provide Fire Protection and Emergency Services to the Response Area and shall respond to any incident with the appropriate number of emergency vehicles and firefighters as determined by the type of call and that they shall remain in service for the entire duration of the incident or for any other amount of time as determined by Incident Command, at its discretion. For any incidents where DNETV Fire Rescue responds to the same emergency SFFD will be released as soon as possible by DNETV Fire Rescue after discussions with Incident Command.
5. SFFD officers shall assume Incident Command for any Fire Protection and Emergency Services in the Response Area. Incident Command shall provide a verbal scene assessment to Fire Dispatch.
 - a. In the event SFFD is unable to provide emergency response, it shall immediately notify DNETV Fire Rescue. Upon DNETV Fire Rescue acknowledging SFFD's inability to provide emergency response, DNETV Fire Rescue shall respond and shall be the primary responder for Fire Protection and Emergency Services to the Response Area.
6. SFFD shall immediately notify DNETV Fire Rescue of any calls involving fatalities, Office of the Fire Marshall involvement, hoarding, contravention of the Ontario Fire Code, serious motor vehicle accidents and/or any calls that escalate the need for additional apparatus or manpower.
7. Subject to the provisions of Section 5, in the event SFFD is unable to respond to an incident due to the prior or imminent deployment of its equipment and personnel, SFFD shall immediately advise DNETV Fire Rescue and in so doing SFFD shall be relieved of:
 - a. Any obligation to respond to the incident; and
 - b. Any liability for failing to respond to the incident.

8. In the event DNETV Fire Rescue has been informed that SFFD is unable to respond to an incident, the Townships of Drummond/North Elmsley and Tay Valley acknowledge that DNETV Fire Rescue shall be solely responsible for the provision of Fire Protection and Emergency Services within the Response Area.
9. DNETV Fire Rescue shall notify Fire Dispatch of the terms and conditions of this Agreement.
10. Fire Dispatch will alert SFFD and DNETV Fire Rescue simultaneously of any structure fire and/or auto extrication calls or any call requiring more support or equipment.
11. DNETV Fire Rescue shall ensure SFFD has a current and detailed map of the Response Area.
12. DNETV Fire Rescue shall be responsible for the payment to replace any extraordinary expenses incurred by SFFD to respond to a call within the Response Area, including retaining a private contractor, rental of special equipment, supplies used to contain/control hazardous material, any protective equipment abnormally damaged or consumable materials (other than water and medical supplies).
13. SFFD shall supply DNETV Fire Rescue with a CAD report after each emergency response. If an administration related follow up is required SFFD will notify DNETV Fire Rescue. A bi-annual (May 1 and November 1) summary of calls applicable to this Agreement shall be provided from SFFD to DNETV Fire Rescue. The summary shall include but not be limited to the types of emergency response, a list of apparatus used and the number manpower responding to each call. The summaries will be utilized to assess services and associated costs.
14. The annual rate invoiced by the Town of Smiths Falls to Drummond/North Elmsley Tay Valley Fire Rescue Services in consideration of this Agreement shall be calculated using the total amount paid the previous year plus the CPI for the current year. The cost-of-living increase shall be based on the Ottawa/Gatineau area (information provided by Statistics Canada). The cost-of-living increase will be determined in the month of December. The Town of Smiths Falls will send the invoice to Drummond/North Elmsley Tay Valley Fire Rescue Services no later than December 31 each year and Drummond/North Elmsley Tay Valley Fire Rescue will remit payment within 30 days of receiving the invoice.
15. DNETV Fire Rescue shall maintain insurance to the reasonable satisfaction of the Town of Smiths Falls and shall annually deliver proof of such insurance to the Town of Smiths Falls.
 - a. The minimum insurance requirements are:
 - i. Comprehensive commercial general liability and property damage insurance, including but not limited to bodily injury, death and property damage, personal injury liability, legal liability and contractual liability coverage with respect to providing Fire Protection and Emergency Services to the residents of the Township of Drummond/North Elmsley and Tay Valley Township. Such policies written on a comprehensive basis with

coverage for any one occurrence or claim of not less than \$15,000,000.00 or such higher limits as may reasonably require from time to time.

- ii. The Town of Smiths Falls, SFFD, the Township of Drummond/North Elmsley and Tay Valley Township to be added as an additional insured;
- iii. A cross liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to them.
- iv. Non-owned Automobile coverage and shall include SEF 96 contractual non-owned coverage.
- v. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to DNETV Fire Rescue.
- vi. The policy shall not be cancelled unless the insurer notifies SFFD in writing at least sixty (60) days prior to the effective date of cancellation.

- b. Medical Malpractice Insurance - Medical Malpractice coverage with a limit of not less than \$15,000,000.00 The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.
- c. Automobile Liability Insurance - Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$10,000,000.00. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.
- d. Property Insurance - Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Fire Protection and Emergency Services pursuant to this agreement in an amount not less than the full replacement cost.
- e. Environmental Liability Policy in an amount of not less than \$2,000,000.00 per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy be non-renewed, 90-day notice of nonrenewal must be provided and the Town of Smiths Falls and/or SFFD has the right to request that an extended reporting period be purchased at DNETV Fire Rescue's sole expense.

- f. Any other form of insurance, in such amounts and against such risks, as the Town of Smiths Falls may from time to time reasonably require.

- g. All policies of insurance shall:

- i. Be underwritten by an insurer licensed to conduct business in the Province Ontario.
- ii. Include a provision for 30-day notice of cancellation except for Automobile which shall provide 15-day notice of cancellation

- 16. SFFD shall maintain insurance to the reasonable satisfaction of the Township of Drummond/North Elmsley and Tay Valley Township and shall annually deliver proof of

such insurance to the Township of Drummond/North Elmsley and Tay Valley Township.

- a. The minimum insurance requirements are:
 - i. Comprehensive commercial general liability and property damage insurance, including but not limited to bodily injury, death and property damage, personal injury liability, legal liability and contractual liability coverage with respect to providing Fire Protection and Emergency Services to the residents of the Township of Drummond/North Elmsley and Tay Valley Township. Such policies written on a comprehensive basis with coverage for any one occurrence or claim of not less than \$15,000,000.00 or such higher limits as may reasonably require from time to time.
 - ii. The Township of Drummond/North Elmsley, Tay Valley Township and to be added as an additional insured;
 - iii. A cross liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to them
 - iv. Non-owned Automobile coverage and shall include SEF 96 contractual non-owned coverage.
 - v. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to SFFD.
 - vi. The policy shall not be cancelled unless the insurer notifies DNETV Fire Rescue in writing at least sixty (60) days prior to the effective date of cancellation.
- b. Medical Malpractice Insurance - Medical Malpractice coverage with a limit of not less than \$15,000,000.00. The coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.
- c. Automobile Liability Insurance - Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$10,000,000.00. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.
- d. Property Insurance - Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Fire Protection and Emergency Services pursuant to this agreement in an amount not less than the full replacement cost.
- e. Environmental Liability Policy in an amount of not less than \$2,000,000.00 per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after contract termination. Should the policy be non-renewed, 90-day notice of nonrenewal must be provided and Drummond/North Elmsley, Tay Valley Township and/or DNETV Fire Rescue has the right to request that an extended reporting period be purchased at Lanark Highlands' sole expense.

- f. Any other form of insurance, in such amounts and against such risks, as the Township of Drummond/North Elmsley, Tay Valley Township and/or DNETV Fire Rescue may from time to time reasonably require.
 - g. All policies of insurance shall:
 - i. Be underwritten by an insurer licensed to conduct business in the Province Ontario.
 - ii. Include a provision for 30-day notice of cancellation except for Automobile which shall provide 15-day notice of cancellation
- 17. The Township of Drummond/North Elmsley, Tay Valley Township and DNETV Fire Rescue (collectively the “Indemnifying Parties”) shall indemnify and hold harmless the Town of Smiths Falls and/or SFFD, their respective elected officials, officers, directors, employees and agents, from and against any liability, claim, demand, loss, cost, damage, action, payment, fine, fine surcharge, recovery or expense, suit or other proceedings (including assessable legal fees arising out of the performance of the Indemnifying Parties’ obligations under this Agreement) that the Town of Smiths Falls and/or SFFD may suffer, incur or be liable for resulting from a negligent act, strict liability, breach of contract, error or omission, of the Township of Drummond/North Elmsley, Tay Valley Township and/or DNETV Fire Rescue, its elected officials, officers, directors, employees or agents in the performance of its obligations under this Agreement. The provisions of this paragraph shall survive the termination or expiry of this Agreement.
- 18. The Town of Smiths Falls and/or SFFD (the “Indemnifying Parties”) shall indemnify and hold harmless the Township of Drummond/North Elmsley, Tay Valley Township and/or DNETV Fire Rescue, their respective elected officials, officers, directors, employees and agents, from and against any liability, claim, demand, loss, cost, damage, action, suit or other proceedings (including assessable legal fees arising out of the performance of the Indemnifying Parties’ obligations under this Agreement) that the Township of Drummond/North Elmsley, Tay Valley Township and/or DNETV Fire Rescue may suffer, incur or be liable for resulting from a negligent act, strict liability, breach of contract, error or omission, of the Town of Smiths Falls and/or SFFD, its elected officials, officers, directors, employees or agents in the performance of its obligations under this Agreement. The provisions of this paragraph shall survive the termination or expiry of this Agreement.
- 19. The Town of Smiths Falls and/or SFFD, their respective employees, elected officials, agents, and personnel engaged in the performance of this Agreement shall not be liable to the Township of Drummond/North Elmsley, Tay Valley Township and/or DNETV Fire Rescue, or any third party for any failure to perform, or delay in the performance of any obligations under this Agreement caused by circumstances beyond their reasonable control including without limitation, acts of God, fire, strike, lockout, civil insurrection, war, interruption of telecommunications or other utility services ancillary to the discharge of the Town of Smiths Falls’s obligations under this Agreement, unforeseen equipment failure or malfunctions, or government action authorized by law, provided that the Town of Smiths Falls notifies the Township of Drummond/North Elmsley, and DNETV Fire Rescue, verbally and in writing of the existence of, and reasons for, the circumstances as soon as reasonably possible, and use every reasonable effort on a continuous basis

to alleviate the circumstance, as soon as reasonably possible.

The Indemnifying Parties agrees to defend, indemnify and save harmless the Indemnified Parties from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Indemnifying Parties' status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the parties in accordance with this Contract, and shall survive this Contract.

20. Termination:

- a. Any Party may terminate this Agreement for any or no reason upon twelve (12) months written notice to the other Parties.
- b. The Town of Smiths Falls, the Township of Drummond/North Elmsley or Tay Valley Township may terminate this Agreement on sixty (60) days written notice in the event:
 - i. DNETV Fire Rescue fails to pay any amount owing under Section 14 or more than ninety (90) days; or
 - ii. SFFD fails to perform any of its obligations set out in Sections 3-7, 13-14, 16, 18-19.
- c. Termination of this Agreement shall be without prejudice to any right of the Parties that have accrued prior to the date of termination.
- d. Subject to Section 12 no party shall have any rights to damages as a result the termination of this Agreement.

21. SFFD reserves the right to equip its Fire Station with the apparatus and equipment necessary to perform activities consistent with the levels of service identified in the "Establishing and Regulating By-Law" of the Town of Smiths Falls.

22. Except as may be required by law the Parties shall:

- a. Keep confidential all tapes, records, data, logs documents, the terms of this Agreement and any other material created or provided by one party to any other party relating to the performance of the services (collectively the "**Confidential Information**") contemplated in this Agreement; and
- b. Shall not divulge any Confidential Information without the written approval of the other party or as required by law.

MISCELLANEOUS

23. In this Agreement, the number and gender shall be construed as the context may require.

24. The Background recitals and Definitions are hereby incorporated into and form part of this Agreement, including all defined terms referenced therein.
25. The headings in this Agreement are for convenience only and do not constitute part of the terms of this Agreement.
26. Time shall be of the essence of this Agreement.
27. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.
28. Any dispute occurring among the Parties relating to the interpretation or implementation of any of the provisions of this Agreement shall be resolved in accordance with the following provisions:
 - a. The Parties shall attempt in good faith to resolve such dispute by mediation.
 - b. The fees and expenses of the mediator shall be divided equally among the Parties.
 - c. Involvement in mediation is on a without prejudice basis and does not preclude, and is not a bar to, any Party pursuing whatever legal remedies may be available to it, including, but not limited to, litigation.
29. This Agreement shall not be amended or modified in any respect otherwise than in writing and executed by the parties hereto.
30. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions whether oral or written, of the Parties.
31. The parties agree to execute all reasonably necessary documents in order to give effect to the terms and effect of this agreement.
32. No consent to or waiver of any breach by any Party in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of any Party or to declare any Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
33. This Agreement shall be governed by the laws of the Province of Ontario.
34. Execution of this Agreement and all subsequent notices, correspondence and documentation may be by way of mail or email directed to the parties at the following addresses:

- a. DNETV Fire Rescue:
Drummond/North Elmsley Tay Valley Fire Rescue Services
c/o Fire Chief
14 Sherbrooke Street East, Perth, Ontario K7H 1A2
Email: firechief@dnets.ca
- b. SFFD:
Smiths Falls Fire Department
c/o Fire Chief
77 Beckwith Street North, Smiths Falls, Ontario K7A 2B8
Email: fire@smithsfalls.ca

Alternatively, any notice to the parties given pursuant to any provision of this Agreement may be given by personal delivery or by prepaid registered post addressed to the parties at their respective addresses above.

If notice is given by prepaid registered post, it shall be deemed given seven days after the date of mailing.

If notice is given by facsimile transmission or by email after 4:00 on a Business Day, it shall be deemed to have been given on the next Business Day thereafter and if it is given prior to 4:00 p.m. on a Business Day, it shall be deemed to have been given on such day.

Any notice or other communication required or permitted to be given orally shall be given to the Fire Chief of DNETV Fire Rescue or the Fire Chief of SFFD, as the case may be.

A party may change his fax number, email address or postal address by notice to the other party at any time provided the other party has acknowledged the change or the party giving the notice has confirmation that the notice was received.

- 35. This Agreement shall **not** be assignable by any party without the written consent of the other parties, which consent may be arbitrarily withheld.
- 36. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns respectively of each of the Parties hereto.
- 37. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute the same agreement.
- 38. The effective date of this Agreement is January 1, 2026.

IN WITNESS WHEREOF the parties have hereunto affixed their Corporate Seals under the hands of its authorized signing officers.

SIGNED, SEALED AND DELIVERED
FOR THE CORPORATION OF THE TOWNSHIP OF DRUMMOND/NORTH ELMSLEY

Steve Fournier, Reeve

Date

Janie Laidlaw, Clerk

Date

FOR THE CORPORATION OF TAY VALLEY TOWNSHIP

Rob Rainer, Reeve

Date

Amanda Mabo, Clerk

Date

FOR THE CORPORATION OF THE TOWN OF SMITHS FALLS

Shawn Pankow, Mayor

Date

Kerry Costello, Clerk

Date

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2025-051

A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF TAY VALLEY TOWNSHIP AT ITS MEETINGS HELD ON OCTOBER 17TH AND 21ST, 2025

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

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

AND WHEREAS, Section 5(3), provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS, it is deemed expedient that the proceedings of the Council of the Corporation of Tay Valley Township at its meeting be confirmed and adopted by By-Law;

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

1. GENERAL REGULATIONS

- 1.1 **THAT**, the actions of the Council of the Corporation of Tay Valley Township at its meetings held on the 17th and 21st days of October, 2025 in respect of each motion and resolution passed and other action taken by the Council of the Corporation of Tay Valley Township at its meeting is hereby adopted and confirmed as if all such proceedings were expressly embodied in this By-Law.
- 1.2 **THAT**, the Reeve and Proper Signing Official of the Corporation of Tay Valley Township are hereby authorized and directed to do all things necessary to give effect to the action of the Council of the Corporation of Tay Valley Township referred to in the preceding section hereof.
- 1.3 **THAT**, the Reeve and/or Deputy Reeve and Clerk and/or Deputy Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation of Tay Valley Township.

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2025-051**

2. ULTRA VIRES

Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

3. EFFECTIVE DATE

3.1 ADOPTED BY COUNCIL this 21st day of October, 2025.

Robert Rainer, Reeve

Amanda Mabo, Clerk

3.2 APPROVED BY THE REEVE this 21st day of October, 2025 pursuant to Reeve Decision/Direction #2025-09.

Robert Rainer, Reeve