### NORTH ALGONA WILBERFORCE TOWNSHIP AGENDA REGULAR MEETING OF COUNCIL MAY 19, 2020 7:00 PM

NOTE: SUBMISSIONS RECEIVED FROM THE PUBLIC EITHER ORALLY OR IN WRITING MAY BECOME PART OF THE PUBLIC RECORD.

- 1. CALL TO ORDER
- 2. MOMENT OF REFLECTION
- 3. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF
- 4. MAYORS ADDRESS
  - 4.1 May 19, 2020
- ADOPTION OF MINUTES
  - 5.1 Regular Council May 5, 2020
- 6. DELEGATIONS
- 7. REPORTS (NEW BUSINESS)
  - 7.1 Chief Building Official Code of Conduct
  - 7.2 Office reopening plan
  - 7.3 Mascot Contest
  - 7.4 Amended Fire Agreement Admaston Bromley Township
  - 7.5 Tax Report Council decision for late payment penalties required
- 8. DEPARTMENTAL UPDATES
  - 8.1 Municipal enforcement launch
  - 8.2 Public Works and Capital Update
  - 8.3 Fire Department report
- 9. CORRESPONDENCE ACTION AND NON-ACTION

### Non-Action

- 9.1.1 City of Pembroke Resolution
- 9.1.2 SWANA Protecting waste and recycling workers
- 9.1.3 CNL Revised EIS

### Action

- 9.2.1 Cell tower 5G letters
- 9.2.2 Municipal road allowance
- 9.2.3 Bonnechere Valley Resolution

### 10. BY-LAWS

By-Law 2020 – 51 To set tax rates By-Law 2020 – 52 Fire Agreement – Admaston Bromley

- 11. MATTERS OF URGENCY
- 12. NOTICE OF MOTION
- 13. REPORTS FROM COMMITTEES
- 14. UPCOMING MEETINGS AND UNFINISHED BUSINESS
- 15. CLOSED SESSION
  - <u>1</u> personal matters about an identifiable individual, including municipal or local board employees;
  - 1 a proposed or pending acquisition or disposition of land by the municipality or local board;
  - 1 labour relations or employee negotiations;

### 16. CONFIRMATORY BY- LAW

By-Law 2020 – 53 to confirm proceedings of council.

### 17. ADJOURNMENT



### **MAYORS ADDRESS**

On May 12, 2020, the Legislative Assembly of Ontario extended the Emergency Declaration and all orders under the Emergency Management and Civil Protection Act related to the COVID-19 pandemic until June 02, 2020. The number of Ontario's COVID-19 cases have been trending downward in recent days and the Province has indicated that they will make an announcement on Thursday May 14, 2020, on their plan to begin Phase 1 of the re-opening strategy under provincial guidelines.

Our municipal staff has prepared a plan for the re-opening of our Municipal Office should the announcement on Thursday permit. Indications that gatherings of up to ten people may be allowed would provide for all council members and staff to collectively attend meetings once again.

A progress report is included in our public works report. The early spring and recent dry weather have made it possible to start our road construction projects early.

Staff have completed the necessary preparations for opening the washrooms in our parks. Washrooms will soon be open during the day but locked at night. Cleaning will be completed in the morning before reopening. Township boat launches are open and accessible.

On behalf of myself, Council and staff, I would like to extend our congratulations to Garwin and Judith Hartwig on the celebration of their upcoming 50<sup>th</sup> wedding anniversary this year.

The measures that we have been taking to limit the spread of COVID-19 are making it possible to gradually ease the restrictions on local businesses and residents as we move closer towards our busy tourist season. Stay safe, stay healthy and keep up the great work that our community has displayed so far.

### NORTH ALGONA WILBERFORCE TOWNSHIP MINUTES REGULAR MEETING OF COUNCIL May 5, 2020 7:00 PM

PRESENT:

In Council Chambers - Mayor Brose

Councillors: Melvin Berndt, Janet Reiche-Schoenfeldt and Maria Robinson

Councillors: Present electronically - Doug Buckwald

Staff:

In Council Chambers - CAO/Clerk Andrew Sprunt

Present electronically: Recording Secretary Laura Griffith

### 1. CALL TO ORDER

Mayor Brose called the Meeting to order at 7:00 pm.

### 2. MOMENT OF REFLECTION

Moment of Reflection was held.

## 3. DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF None

### 4. MAYORS ADDRESS

At our virtual County Council meeting on April 29, 2020; it was recommended that each municipality in the County should have a separate account set up to track any expenses related to the COVID-19 pandemic. The County is intending to lobby our Provincial and Federal governments for financial support for our local business once the state of emergency is lifted.

Tax rates have been set for all of the lower tier municipalities and are attached as a report. Any late payment fees and interest on the June installments to the county have been deferred until September however municipalities are encouraged to forward any County taxes collected by the normal due date to Renfrew County.

The Province has indicated in their news bulletin on April 22, 2020 that all symptomatic and asymptomatic staff and residents in long-term care and retirement homes are to be tested for COVID 19. Unfortunately, Dr. Robert Cushman, Chief Medical Officer of Health, has indicated that we do not have the lab capacity in Renfrew County to test everyone. Our maximum capacity is 100 -150 daily tests.

With Council's approval, I would like to direct staff to send thank-you letters to the Eganville Rotary Club, the Eganville and Killaloe food banks, and the Algonquins of Pikwakanagan for their support and assistance in establishing our Golden Lake food bank. In addition, I suggest we send a thank-you letter to the Whelan's, owners of the Koko-Mish Cafe for the donation of their building in Golden Lake and food supplies.

### MOVED BY Councillor Robinson

SECONDED BY Councillor Schoenfeldt

THAT COUNCIL accepts the Mayors address as presented.

Councillor Buckwald YES
Councillor Berndt YES

Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES

Mayor Brose YES Carried

MOVED BY Councillor Robinson SECONDED BY Councillor Berndt

4.2

4.1

That Council authorizes the purchase of 25 gift cards from Eganville Foodland in twenty-five dollar denominations to be provided to the Sharing Place/enajimadinamagemidjm Foodbank to be used to provide residents in need, access to the basic necessities of life as an emergency action.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES

Mayor Brose YES Carried

5. ADOPTION OF MINUTES

5.1 April 21, 2020 Regular meeting minutes

### MOVED BY Councillor Reiche-Schoenfeldt

5.1

SECONDED BY Councillor Robinson

THAT Council accepts the April 21, 2020 Regular meeting minutes as amended.

April 21, 2020 resolution 11.1 be amended.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES

Mayor Brose YES Carried

5.2 April 27, 2020 Special meeting minutes.

### MOVED BY Councillor Berndt

5.2

SECONDED BY Councillor Reiche-Schoenfeldt

THAT Council accepts the April 27, 2020 Special meeting minutes as presented.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES

Mayor Brose YES Carried

### 6. DELEGATIONS

A pre-launch live demo of the new website design was presented to Council.

### 7. REPORTS (NEW BUSINESS)

7.1 Leach Severance B104/19

A report was presented.

### MOVED BY Councillor Berndt

7.1

### SECONDED BY Councillor Robinson

THAT Council recommends the approval of Consent B 104/19 for Brian and Margaret Leach to sever 2.4 acres (0.97 ha) from their 7.29 – acre property being part of Lot 10 Lake Dore Range, fronting Stone Hedges Road. Stone Hedges Road can support this additional development.

Further, this recommendation is conditional upon the applicant meeting the Minimum Distance Separation Policy.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES
Mayor Brose YES

Mayor Brose YES Carried

7.2 Unopened road allowance.

A report was presented regarding the use of unopened road allowance for a snowmobile trail. The request was for two (2) areas of unopened road allowance.

### MOVED BY Councillor Berndt

7.2 a

### SECONDED BY Councillor Reiche-Schoenfeldt

THAT Council enter into a Memorandum of Understanding – Prescribed Snowmobile Trail Land Use Permission to permit the Eganville Sno-Drifters Snowmobile Club to use the unopened extension of Shaw Woods Road between Cold Creek Road and Jessup Road as a part of their snowmobile trail through the Township.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES

Mayor Brose YES Carried

### MOVED BY Councillor Robinson

7.2 b

### SECONDED BY Councillor Berndt

THAT Council defer the following resolution:

THAT Council enter into a Memorandum of Understanding – Prescribed Snowmobile Trail Land Use Permission to permit the Eganville Sno-Drifter's Snowmobile Club to use: Part of Unopened road allowance between Concessions 3 and 4, Wilberforce from Gurlitz Road southwest towards the Bonnechere River to property owned by Schroeder as a part of their snowmobile trail through the Township.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES
Mayor Brose YES

Deferred

### 7.3 Library Reports

MOVED BY Councillor Buckwald

7.3

SECONDED BY Councillor Berndt

THAT Council accepts the February, March and April Library reports as presented.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES
Mayor Brose YES

Carried

### 7.4 Transition to Full Producer Recycling

A report was presented regarding AMO call for action to pass a resolution.

### MOVED BY Councillor Robinson SECONDED BY Councillor Berndt

7.2 b

THAT:

WHEREAS the amount of single-use plastics leaking into our lakes, rivers, waterways is a growing area of public concern;

AND WHEREAS reducing the waste we generate and reincorporating valuable resources from our waste stream into new goods can reduce GHGs significantly;

AND WHEREAS the transition to full producer responsibility for packaging, paper and paper products is critical to reducing waste, improving recycling, and driving better economic and environmental outcomes;

AND WHEREAS the move to a circular economy is a global movement, and that the transition of Blue Box programs would go a long way toward this outcome;

AND WHEREAS North Algona Wilberforce Township is supportive of a timely, seamless, and successful transition of Blue Box programs to full financial and operational responsibility by producers of packaging, paper, and paper products;

AND WHEREAS the Association of Municipalities of Ontario has requested municipal governments with Blue Box programs to provide an indication of the best date to transition our Blue Box program to full producer responsibility;

### THEREFORE BE IT RESOLVED:

THAT North Algona Wilberforce Township would like to transition their Blue Box program to full producer responsibility January 1, 2024.

AND THAT this decision is based on the following rationale:

### 1. The current recycling contract expires December 31, 2023

AND THAT the resolution be forwarded to the Association of Municipalities of Ontario and the Ontario Ministry of the Environment, Conservation and Parks.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES
Mayor Brose YES

S Carried

### 8. DEPARTMENTAL UPDATES

### 9. CORRESPONDENCE

### Non-Action

- 9.1.1 Renfrew County 2020 tax rates
- 9.1.2 OVWRC Performance Guarantee
- 9.1.3 OVWRC Memorandum
- 9.1.4 Renfrew County Economic Task Force

### MOVED BY Councillor Reiche-Schoenfeldt

9.1

SECONDED BY Councillor Berndt

That Council accepts correspondence 9.1.1 – 9.1.4 as information.

Councillor Buckwald YES
Councillor Berndt YES
Councillor Reiche-Schoenfeldt YES
Councillor Robinson YES
Mayor Brose

Mayor Brose YES Carried

### Action

None

### 10. BY LAWS

10.1 By Laws 2020-47 and 2020-49

### MOVED BY Councillor Reiche-Schoenfeldt

10.1

### SECONDED BY Councillor Robinson

THAT Council enact By-Laws:

2020-49 being a By-Law to regulate Nuisance Noise within North Algona Wilberforce Township

2020-47 being a By-Law to establish the Communications Committee and to direct Communication to a Committee of Council

YES
YES
YES
YES
YES

Carried

### 11. MATTERS OF URGENCY

None

### 12. NOTICE OF MOTION

None

### 13. REPORTS FROM COMMITTEES

None

### 14. UPCOMING MEETINGS AND UNFINISHED BUSINESS

### 15. CLOSED SESSION

### MOVED BY Councillor Berndt

15.1

### SECONDED BY Councillor Reiche-Schoenfeldt

That Council move into closed session at 8:42 pm for the purpose of:

1 – a proposed or pending acquisition or disposition of land by the municipality or local board.

Councillor Buckwald	YES
Councillor Berndt	YES
Councillor Reiche-Schoenfeldt	YES
Councillor Robinson	YES
Mayor Brose	YES

Carried

### MOVED BY Councillor Robinson

15.2

### SECONDED BY Councillor Reiche-Schoenfeldt

THAT Council comes out of Closed Session at 9:49 pm.

Councillor Buckwald	YES
Councillor Berndt	YES
Councillor Reiche-Schoenfeldt	YES
Councillor Robinson	YES
Mayor Brose	YES

Carried

### 16. CONFIRMATORY BY-LAW

MOVED BY Councillor Berndt 16 SECONDED BY Councillor Buckwald That By-Law 2020 - 50 being a by-law to confirm the proceedings of council for May 5, 2020 Be read a first and second time this 5th day of May 2020 Be read a third time and finally passed this 5th day of May 2020. Councillor Buckwald YES Councillor Berndt YES Councillor Reiche-Schoenfeldt YES Councillor Robinson YES Mayor Brose YES Carried 17. ADJOURNMENT MOVED BY Councillor Berndt 17.1 SECONDED BY Councillor Reiche-Schoenfeldt THAT this meeting of council adjourns at 9:50 pm. Councillor Buckwald YES Councillor Berndt YES Councillor Reiche-Schoenfeldt YES Councillor Robinson YES Mayor Brose YES Carried Mayor James Brose CAO/Clerk Andrew Sprunt



# Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

Title:	Date: May 19, 2020
Code of Conduct	Council/Committee: Administration
Chief Building	Author: Andrew Sprunt
Official	Department: Admin

### **RECOMMENDATIONS:**

# That Council approves the Code of Conduct for the Chief Building Official as presented. BACKGROUND:

The Township is required to have a code of conduct policy specifically for its Chief Building Official, the policy is required even if as in the case of North Algona Wilberforce; the Chief Building Official is the employee of another municipality with its own code of conduct policy.

The Township was recently made aware of this by the Office of the Ontario Ombudsman that the Code of Conduct has to be exclusive to the Township and cannot be shared between two municipalities.

### **ALTERNATIVES:**

Do not comply with legislation

### FINANCIAL IMPLICATIONS:

Possible financial penalties

### **ATTACHMENTS:**

Policy

### **CONSULTATIONS:**

Ontario Building Code Act Ontario Ombudsman

Author:		Other:	
	signature		signature
Treasurer		C.A.O.	
	signature		signature

POLICY:

CODE OF CONDUCT

COVERAGE:

Chief Building Official

### **POLICY STATEMENT:**

North Algona Wilberforce Township has created this Code of Conduct in accordance with the provisions of the Ontario Building Code Act. Building Officials undertake building certification functions that ensure the quality, structural integrity, and safety of buildings. Building Officials are exposed to potential conflicts of interest because of the special powers conferred on them. The conduct and behavior of the North Algona Wilberforce Township Building Officials reflects North Algona Wilberforce Township Building Department's commitment to the highest standards of professionalism, technical competence, skill, honesty, fairness, and independence. Building Officials observe both the letter and the spirit of this Code of Conduct as it pertains to situations that bear on their responsibilities.

### PURPOSE:

To promote appropriate standards of behavior and enforcement actions by the Chief Building Official in the exercise of a power or the performance of a duty under the Building Code Act or the building code.

To prevent practices which may constitute an abuse of power, including unethical or illegal practices, by the Chief Building Official in the exercise of a power or performance of a duty under the Building Code Act or the building code.

To promote appropriate standards of honesty and integrity in the exercise of a power or the performance of a duty under the Building Code Act or the building code by the Chief Building Official.

### STANDARDS OF CONDUCT AND PROFESSIONALISM:

In addition to any policy and with respect to any "Code of Ethics and Conduct applying to all municipal staff", the North Algona Wilberforce Township Building Official shall undertake, at all times, to:

- Act in the public interest, particularly with regard to the safety of building works and structures;
- 2. Maintain their knowledge and understanding of the best current building practice, the building laws and regulations relevant to their building certifying functions;
- Commit themselves to a process of continuous education so as to constantly be aware of developments in building design, practice and the law relevant to their duties;

- 4. Comply with the provisions of the Building Code Act, the Building Code and any other Act or Law that regulates or governs Building Officials or their functions;
- 5. Avoid situations where there may be, or where there may reasonably appear to be, a conflict between their duties to their clients, their profession, their peers and the public at large and their personal interests;
- 6. Not act beyond their level of competence or outside their area of expertise;
- 7. Apply all relevant building laws, regulations and standards strictly and without favour and independent of the influence of interested parties;
- 8. Perform their inspections and certifying duties impartially and in accordance with the highest professional standards.
- 9. Not divulge any confidential or sensitive information or material that they become privy to in the performance of their duties, except in accordance with laws governing freedom of information and protection of privacy;
- To avoid any conduct that could bring the Chief Building Official or North Algona Wilberforce Township into disrepute;
- 11. Extend professional courtesy to all;
- 12. Maintain current accreditation to preform the functions assigned to them;
- 13. Take all reasonable steps to ascertain and document all available facts relevant to the performance of their duties; and
- 14. Exemplify compliance with all regulations and standards that govern building construction, health and safety or other matters related to their status as a Chief Building Official.

### GUIDELINE FOR RESPONDING TO MISCONDUCT ALLEGATIONS

The Ontario Building Code Act provides that the performance of Chief Building Official will be measured against this Code of Conduct. The Chief Administrative Officer will review any allegations brought forward that the Code of Conduct has been breached. Disciplinary actions arising from violations of this Code of Conduct is the responsibility of the Municipal employer and is subject to employment laws and standards. If the Chief Building Official is not an employee of the Township of North Algona Wilberforce, the Official's employer will administer any discipline directed by the Chief Administrative Officer of the Township. Any personal information received shall be subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M. 56



# Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

Title:	Date: May 19, 2020
Office Reopening Plan	Council/Committee: Administration
	Author: Andrew Sprunt
	Department: Admin

### **RECOMMENDATIONS:**

That Council accepts the plan on the reopening of the office to the public.

And that the CAO will determine the date based on the provincial and federal lifting of restrictions and guidelines

### **BACKGROUND:**

The Township office was officially closed to the public on March 17<sup>th</sup> as a precaution to protect the safety of the workers and the public as a response to the global Covid-19 pandemic.

The office and staff have functioned satisfactorily given the restrictions with regard to public contact and physical distancing between staff. Most aspects of customer service have continued in some form or with limitations. Tax collection has gone extremely well given the circumstances. Residents have been very good and understanding with only a very few exceptions.

All that said, there are services that cannot be provided and work that cannot be performed. At some point business will have to get back to some sort of normality. The province has started lifting some restrictions and as that happens the demand for the office to be open will increase. The Office should not open based on demand, it needs to open based on the ability to protect the safety of both the worker and the public.

The Township has developed a three-part plan for re-opening the office in a manner that will maximize the protection of all. The three phases are:

- 1. Soft Opening
- 2. Official Opening
- 3. The New Normal

The Soft Opening will be a period of one week where the office is open to the public with new protocols and barriers in place. It will not be advertised or promoted. It will be basically a trial run before the Official Opening to allow staff to work out issues and concerns with the new office safe guards.

The Official Opening will be advertised and promoted. There will be clear instruction made available on the website and social media as well as at the office entrance explaining office protocol and rules.

The New Normal will be implemented when all or most restrictions are lifted and safety of both staff and the public can be maintained without barriers or reduced barriers.

All the above is dependent on what the province and federal government permits or recommends. Staff is monitoring and collecting information on restrictions or recommendations daily.

When the public is permitted to enter the office there will be physical barriers and limited areas that are available to them. Council meetings will be open to the public only in a manner that is reflective of guidelines mandated by the province or federal government.

### **ALTERNATIVES:**

Keep office closed until Provincial restrictions are lifted.

### FINANCIAL IMPLICATIONS:

### **ATTACHMENTS:**

### **CONSULTATIONS:**

Author:		Other:	
	signature		signature
Treasurer		C.A.O.	
	signature		signature



# Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

Title:	Date: May 19, 2020	
<b>Township Mascot</b>	Council/Committee:	Council
Initiative	Author: Abbey Verch	Andrew Sprunt
	Department: Recreation	

### **RECOMMENDATIONS:**

# That Council approves the Township Mascot Initiative and directs staff to proceed with the initiative.

### **BACKGROUND:**

In an effort to engage the public, especially the youth during this Covid-19 Pandemic the Summer Recreation Activity Coordinator has brought forth an initiative to create a Township mascot to promote Township events and recreation activities.

The plan would be to host a contest that engages the residents and their children to create a welcoming, friendly, locally significant mascot character that will be used for promotion and branding of Township events and activities.

Participants would be invited to submit concept drawings of a character with a personality description. Members of the, Recreation Committee and Council would judge the entries and a mascot will be introduced for Canada Day.

The contest would have prizes for the top three submissions. Staff is recommending \$500 as a prize budget with the first prize being a new bicycle.

In an effort to be consistent and in-line with Township strategies the concept will be shared for inclusion with the consultants of the Strategic Plan.

"The Mascot contest is a great way to not only get residents minds moving but is also a great way to bring families together to work on a team skill building project. It will engage people's cognitive, social, emotional, and spiritual domains of life."

Abbie Verch, Graduate, Recreational Therapy, Canadore College. Summer Recreation Activity Coordinator.

### **ALTERNAT!VES:**

### **FINANCIAL IMPLICATIONS:**

\$500 prize budget and \$200 for promotion
Possible sponsorship or donations may offset cost

### **ATTACHMENTS:**

### **CONSULTATIONS:**

Author:		Other:	
	signature		signature
Treasurer		C.A.O.	
	signature		signature



# Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

Title:	Date:	May 19, 2020
Amended Fire Agreement with Admaston/Bromley	Council/Committee:	Council
	Author:	Andrew Sprunt
	Department:	Administration

### **RECOMMENDATIONS:**

That Council Enact By-law 2020-51, being the First Response Fire Agreement with Admaston/Bromley Township.

### **BACKGROUND:**

For many years, the Township has had a First Response Fire Agreement with the Township of Admaston/Bromley. The Douglas Fire Department responds to fire calls in the eastern end of the municipality. The previous agreement expired December 31, 2019. A new four-year agreement was drafted using the same wording as previous agreements and Council passed by-law 2020-02 to authorize execution of the agreement.

However, when our signed agreement was submitted to Admaston/Bromley Council, they questioned the wording of Section 3. (2) which stated:

(2) Renfrew (CACC) Dispatch shall contact the North Algona Wilberforce Fire Department who may at their discretion respond and assume control of the incident.

Their Council had a concern with the words: "may at their discretion" as they understood that the North Algona Wilberforce responds to every dispatch in the area of the Township covered by this Agreement. Fire Chief Champ has confirmed that our Department always responds and accepted the new wording of "will respond".

Accordingly, a new by-law is now required to authorize execution of the revised agreement and to rescind By-law 2020-02.

ALTE	RNA	TIVES:	
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Nil

### **FINANCIAL IMPLICATIONS:**

The costs in this agreement are identical to the costs set out in By-law 2020-02.

### **ATTACHMENTS:**

A copy of the revised agreement is attached.

### **CONSULTATIONS:**

Fire Chief Champ and Admaston/Bromley staff

Author:		Other:		
	signature		signature	V 10
Treasurer		C.A.O.		
	signature		signature	

### Corporation of North Algona Wilberforce Township

### By-law 2020-52

Being a By-law to authorize the execution of a Fire Protection
Agreement between the Corporation
Of North Algona Wilberforce Township and the
Corporation of the Township of Admaston/Bromley

WHEREAS Section 2 (5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter into fire protection agreements with other municipalities;

AND WHEREAS the Council of the Corporation of North Algona Wilberforce Township has requested "First Response" fire protection services from the Township of Admaston/Bromley;

AND WHEREAS the Council of the Corporation of Admaston/Bromley deems it desirable and expedient to enter into a First Response Automatic Aid Agreement with North Algona Wilberforce Township.

NOW THEREFORE the Council of the Corporation of North Algona Wilberforce Township ENACTS AS FOLLOWS:

- 1) That the Mayor and Clerk are hereby authorized on behalf of the Corporation to execute an Agreement between the Corporation of North Algona Wilberforce Township and the Corporation of the Township of Admaston/Bromley for 'First Response" fire protection for the period as set out in the attached schedule and that the several schedules attached hereto will form part of this By-law.
- 2) That By-law 2020-02 shall be rescinded in its entirety.

Read a First and Second Time this 19th	day of May, 2020
Read a Third Time and Passed this 19th	day of May, 2020

Mayor James Brose	CAO/Operations Manager/Municipal Clerk

## FIRE PROTECTION AGREEMENT BETWEEN

## THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP Hereinafter called "North Algona Wilberforce" of the first part

### AND

## THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY Hereinafter called "Admaston/Bromley" of the second part

or the second part

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, 2001, Chapter 25, S.O. 2001, as amended, to authorize an Agreement between the parties; and

WHEREAS the Fire Protection and Prevention Act, Chapter 4, S.O., 1997, s. 2(5) authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS Admaston/Bromley operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within Admaston/Bromley and known as the "Douglas Fire Department".

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

#### **Definitions**

- 1. In this agreement,
  - (1) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department and who has the same powers and authority as the Fire Chief.
  - (2) Fire area means the fire area of North Algona Wilberforce as described in Schedule "A" attached to and forming part of this agreement.
  - (3) Fire Chief means the Chief of the North Algona Wilberforce Fire Department.
  - (4) "Fire Protection Services" means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as including: "fire suppression, investigation, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services.

### Fire Protection Services

- 2. (1) The Douglas Fire Department will supply, except as hereinafter limited or excluded, "First Response" fire protection services to North Algona Wilberforce in the Fire Area, and "First Response" is understood to mean "initial response" as described in section 1(4) of the Fire Protection and Prevention Act, and this Agreement shall constitute an automatic aid agreement pursuant to such section.
  - (2) The North Algona Wilberforce Fire Department shall retain all other fire protection and prevention responsibilities in the Fire Area as may be required by legislation.
  - (3) The parties acknowledge and agree that fire apparatus and personnel that will respond to occurrences in the Fire Area will constitute sufficient apparatus and firefighters to accomplish the specific services identified in this agreement.
  - (4) North Algona Wilberforce shall ensure that all Ministry of Natural Resources Agreements are current and up to date. Copies of the Agreements and details outlining the services are attached as Schedule "E" to this Agreement. All costs incurred from Ministry of Natural resources involvement shall be the sole responsibility of North Algona Wilberforce.

### Authority of Fire Chief

- 3. (1) The Fire Chief of the Douglas Fire Department or Designate shall have full authority and control over any and all activities related to "First Response" in which the Douglas Fire Department may be engaged within the fire area.
  - (2) Renfrew (CACC) Dispatch shall contact the North Algona Wilberforce Fire Department who will respond and assume control of the incident.
  - (3) The Fire Chief or Designate of the North Algona Wilberforce Fire Department shall assume command of the incident upon arrival at the scene. Transfer of command shall follow Standard Incident Management Protocol.
  - (4) The on scene members of the Douglas Fire Department may remain available at the request of the Incident Commander and become a Sector in the Incident Management System as part of Mutual Aid Assistance.

### Static Water Sources

4. North Algona Wilberforce agrees to provide a map of the Fire Area clearly indicating all readily accessible static sources of water available for fire fighting operations. See Schedule "B" attached to and forming part of this Agreement.

### Road Signage

North Algona Wilberforce agrees to identify all streets and roads in the Fire Area by having them clearly marked at all intersections.

### Bridges and Restrictions on Services

6. North Algona Wilberforce agrees to identify all bridges under township or other apparatus. Bridges identified as being unable to carry the weight of the fire apparatus shall be set out in Schedule "C" attached to and forming part of this Agreement. North Algona Wilberforce acknowledges that any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.

### Emergency Plans

- 7. (1) The North Algona Wilberforce Fire Chief retains authority and responsibilities under the terms of the North Algona Wilberforce emergency response plan. The North Algona Wilberforce Fire Chief may delegate such authority as necessary to the Fire Chief for the purposes of the Emergency Plan.
  - (2) North Algona Wilberforce shall be responsible for establishing and notifying in the manner, and to the extent deemed necessary, residents and occupants of the Fire Area, of the procedures for reporting an emergency and of the services provided by the Douglas Fire Department.

### Protection from Liability

- 8. (1) Notwithstanding anything herein contained, no liability shall attach or accrue to the Douglas Fire Department or Admaston/Bromley for failing to supply to North Algona Wilberforce on any occasion, or occasions, any of the fire protection services provided for in this Agreement.
  - (2) No liability shall attach or accrue to the Douglas Fire Department or Admaston/Bromley by reason of any injury or damage caused by personnel, apparatus, or equipment of the Douglas Fire Department while engaged in the provision of fire protection services in the Fire Area.

#### Agreement

- 9. (1) This Agreement shall be in force for a period of four (4) years, commencing January 1, 2020 until and through December 31, 2023.
  - (2) This Agreement shall remain in force and effect from year to year thereafter unless notice is provided in accordance with clause 3 hereunder.
  - (3) This Agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. If the parties mutually agree to the termination of the Agreement prior to the twelve (12) month date, the stand-by fees specified in Schedule "D" will be applied on a pro rata basis using the same formula as applied previous to the termination date.
  - (4) The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

- (5) In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.
- (6) So often as there may be any dispute between the parties to this Agreement, including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation.

Schedule of Fees

- 10 (1) In consideration of the Fire Protection Services undertaken by the Douglas Fire Department to be provided in the Fire Area, North Algona Wilberforce shall pay fees as set out in Schedule "D" attached hereto and forming part of this Agreement.
  - (2) North Algona Wilberforce shall pay the "Stand by Fee" annually. Payments shall be comprised of two (2) equal instalments payable on March 15<sup>th</sup>, and December 15<sup>th</sup> of each year.
  - (3) North Algona Wilberforce shall pay the "Fire Suppression and Response Costs" as incurred. Invoices shall be submitted to North Algona Wilberforce on a monthly basis. All amounts due under such invoices shall be payable within thirty (30) days of submission or a penalty of 1.25% shall apply.

IN WITNESS WHEREOF the parties hereto have affixed their Corporation Seals attested by the hand of their proper officers.

DATED this 19th day of May 2020

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

Mayor
CAO/Operations Manager/Municipal Clerk
CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY
Mayor
Clerk Treasurer

### SCHEDULE "B"

### **AVAILABLE WATER SECTION 4**

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 19th day of May 2020

The following map indicates the readily accessible static sources of water for fire fighting purposes in the fire area of the township.

A Dry Fire Hydrant is located at Mink Lake at the end of Jessup Road, Part of Lot 6, between Concessions 9 and 10. (nearest civic address is 545 Jessup Road)

### SCHEDULE "C"

### **BRIDGES SECTION 6**

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 19th of May 2020

The following lists bridges that will not support the weight of fire apparatus or have not provided an engineering report or similar acceptable document to indicate they will support the weight.

N/A

### SCHEDULE "D"

### SERVICE FEES SECTION 10

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 19th day of May 2020

Fire protection services fees payable by North Algona Wilberforce shall be calculated as follows:

STAND BY FEE: Per Year \$7,500.00

### FIRE SUPPRESSION AND RESPONSE COSTS:

\$465.00 per apparatus per occurrence per hour \$25.00 per firefighter, per hour

### SCHEDULE "E"

## MINISTRY OF NATURAL RESOURCES AGREEMENT SECTION 2(4)

Attached to and forming part of North Algona Wilberforce and Admaston/Bromley Fire Protection Agreement.

DATED this 19th day of May 2020



## Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

Title:	Date:	May 19, 2020
	Council/Committee:	Council
2020 Tax Rates	Author:	Daniel Burke
	Department:	Administration

**RECOMMENDATIONS:** That BY-LAW 2020-51 be enacted with the following 2020 tax rates:

2019 Tax Rates	2020 Tax Rates
0.00641918	0.00656174
0.00224671	0.00229661
0.01247632	0.01275340
0.00641918	0.00656174
0.01164889	0.01190759
0.01164889	0.01190759
0.00224671	0.00229661
0.01816822	0.01829102
0.01816822	0.01829102
0.01816822	0.02281935
0.01816822	0.02281935
0.00858067	0.00780234
0.00855548	0.00874549
0.00160480	0.00164043
0.00160480	0.00164043
	0.00641918 0.00224671 0.01247632 0.00641918 0.01164889 0.01164889 0.00224671 0.01816822 0.01816822 0.01816822 0.01816822 0.00858067 0.00855548 0.00160480

**BACKGROUND:** With the passing of the County of Renfrew BY-LAW 58-20 to set lower tier tax ratios, the Township can now proceed to set its tax rates. The Township's 2020 budget requires a taxation levy of \$3,123,600. This tax levy is an increase of \$156,082 over the 2019 levy or 5.26% (the original target was a 5.5% levy increase being a 1.5% increase at the January 7, 2020 meeting and a 4% increase at the February 25, 2020 meeting, however late year adjustments to the MPAC 2019 returned roll have slightly adjusted the levy increase percentage). This will result in the median or typical property paying an increase (once the Education and County tax rates are factored in) of:

- \$39.16 for a single-family home (CVA of \$189,000)
- \$49.75 for a seasonal recreational dwelling (CVA of \$176,000)
- \$156.17 for a farmhouse (CVA of \$158,000)
- \$50.92 for farmland (CVA of \$161,400)
- \$21.64 for managed forest (CVA of \$57,800)

• \$84.50 for a small commercial property (CVA of \$87,000)

The final tax billing would usually be due in two instalments on the last day of August and October. In keeping with the approach taken on the first tax instalment, if council wishes to provide relief from penalties it is recommend that the due dates not be changed, but that the penalty on late payment be waived instead.

ALTERNATIVES: Current penalties will take effect as follows:

- Interim Billing Instalment #1 penalty if received after August 31<sup>st</sup>, 2020
- Interim Billing Instalment #2 penalty if received after August 31<sup>st</sup>, 2020
- Final Billing Instalment #1 penalty if received after August 3 1st, 2020
- Final Billing Instalment #2 penalty if received after October 31<sup>st</sup>, 2020

Council may consider further waiving the penalty for late final payments.

**FINANCIAL IMPLICATIONS:** Waving of penalties may result in cash flow difficulties and loss of interest revenue; however, the magnitude of this issue is not yet known.

### **ATTACHMENTS:**

By-Law 2020–51 Month	: option #1 Penalty and inte	erest added on the	e first day of each
By-law 2020-51,	Option #2 Penalty and inter	rest waived until	(date decided upon)
CONSULTATIO	ONS:		
Author:	Signature	Other:	Signature
Treasurer:	Signature	C.A.O	Signature

### THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

### BY-LAW NO. 2020-51 Option # 1

A BY-LAW TO PROVIDE FOR THE APPROVAL OF THE 2020 BUDGET, ADOPTION OF THE 2020 TAX RATES, AND ESTABLISHING PENALTY AND INTEREST ON OVERDUE TAXES.

WHEREAS Section 290 and 312 of the Municipal Act, 2001 S.O. 2001, c.25 provides that the Council of a local municipality shall adopt estimates for the year, and

**WHEREAS** Section 307 and 308 of the said Act requires tax rates to be established in the same proportion to tax ratios, and

**WHEREAS** the 2020 Budget for Municipal purposes is hereby adopted at a total expenditure of \$6,064,500.

**NOW THEREFORE** the Council of North Algona Wilberforce Township hereby enacts that every owner in North Algona Wilberforce Township shall be taxed according to the following tax rates, and such tax shall become due and payable in two installments, first installment due August 31, 2020 and second installment due October 30, 2020.

Property Class	2020 Tax Rates
Residential	0.00656174
Residential – FAD (Phase 1)	0.00229661
Multi-Residential	0.01275340
New Multi-Residential	0.00656174
Commercial – Occupied	0.01190759
Commercial – Vacant	0.01190759
Commercial – FAD (Phase 1)	0.00229661
Industrial – Occupied	0.01829102
Industrial – Vacant	0.01829102
Large Industrial – Occupied	0.02281935
Large Industrial – Vacant	0.02281935
Landfill	0.00780234
Pipeline	0.00874549
Farmland	0.00164043
Managed Forest	0.00164043

The tax collector is hereby authorized to mail or cause to be mailed the notice of taxes due to the address of the residence or place of business of the person(s) to whom notice is required to be given.

READ A FIRST AND SECOND TII	ME THIS 19 <sup>th</sup> DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt
READ A THIRD TIME AND PASSE	ED THIS 19 <sup>th</sup> DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt

**AND FURTHER THAT** a penalty/interest of 1.25% per month shall be added on the first day of each and every month to all overdue taxes.

### THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

### BY-LAW NO. 2020-51 Option # 2

A BY-LAW TO PROVIDE FOR THE APPROVAL OF THE 2020 BUDGET, ADOPTION OF THE 2020 TAX RATES, AND ESTABLISHING PENALTY AND INTEREST ON OVERDUE TAXES.

WHEREAS Section 290 and 312 of the Municipal Act, 2001 S.O. 2001, c.25 provides that the Council of a local municipality shall adopt estimates for the year, and

**WHEREAS** Section 307 and 308 of the said Act requires tax rates to be established in the same proportion to tax ratios, and

**WHEREAS** the 2020 Budget for Municipal purposes is hereby adopted at a total expenditure of \$6,064,500.

**NOW THEREFORE** the Council of North Algona Wilberforce Township hereby enacts that every owner in North Algona Wilberforce Township shall be taxed according to the following tax rates, and such tax shall become due and payable in two installments, first installment due August 31, 2020 and second installment due October 30, 2020.

Property Class	2020 Tax Rates
Residential	0.00656174
Residential – FAD (Phase 1)	0.00229661
Multi-Residential	0.01275340
New Multi-Residential	0.00656174
Commercial – Occupied	0.01190759
Commercial – Vacant	0.01190759
Commercial – FAD (Phase 1)	0.00229661
Industrial – Occupied	0.01829102
Industrial – Vacant	0.01829102
Large Industrial – Occupied	0.02281935
Large Industrial – Vacant	0.02281935
Landfill	0.00780234
Pipeline	0.00874549
Farmland	0.00164043
Managed Forest	0.00164043

The tax collector is hereby authorized to mail or cause to be mailed the notice of taxes due to the address of the residence or place of business of the person(s) to whom notice is required to be given.

AND FURTHER THAT a penalty/interest to the current Covid-19 pandemic until date the penalty and interest of 1.25% per each and every month to all overdue taxes	, 2020, after which
READ A FIRST AND SECOND TIME THIS	S 19 <sup>th</sup> DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt
READ A THIRD TIME AND PASSED THIS	5 19 <sup>th</sup> DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt



## Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

Title:	Date: May 12, 2020	
Bylaw	Council/Committee:	Compliance
Enforcement	Author:	Jill Hamelin
Update	Department:	Bylaw Department

### **RECOMMENDATIONS:**

That, Council accepts the report as presented.

### **BACKGROUND:**

During this reporting period, the following activities have taken place:

North Algona Wilberforce Township has officially started our "Bylaw" department. Our team consists of Jill Hamelin, Kevin Champ, Mark Clark and Andrew Sprunt.

The four municipal law enforcement officers (MLEO) have almost completed their online training of the Ontario Bylaw Office Core Competency Course, as soon as allowed we will have an inhouse training session.

All the MLEO's have badges, and ID cards.

We are working with a company in Arnprior, to purchase protective vests, due to constraints with Covid-19, this is taking a little longer than anticipated.

The following bylaws have been revised or updated - Parking, Noise, Open Air Burning, False Alarms.

The Open-Air Burn bylaw and the Parking bylaw have been approved by the province and already in the court system so tickets can be issued on these two bylaws.

The Nuisance Noise bylaw and the False Alarm bylaw are currently in the process of being approved by the Province and should returned to us shortly.

The Animal and Property Standards bylaws are in the process of being updated, the animal bylaw should be completed by the end of May and on the way to the Province for approval, with Property Standards to be completed shortly after.

The MELO's offered through the Township to do Comfort Cottage Checks, we have completed 3 so far, hopefully there will be more in the coming weeks as people stay home and stay safe.

The municipal bylaw enforcement program is now in operation. At this time, the focus will be education over enforcement.

The CAO will be announcing shortly a time slot schedule where an officer is physically available at the office for calls and walk-ins.

### **ALTERNATIVES:**

Do not accept the report.

### **FINANCIAL IMPLICATIONS:**

None

### **ATTACHMENTS:**

None

### **CONSULTATIONS:**

Author:		Other:		
	signature		signature	
Treasurer		C.A.O.		
	signature		signature	



# Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

PW and Capital
Update

Date: May 19, 2020

Council/Committee: Public Works and Green Spaces

Author:
Andrew Sprunt

Department: PW

### **RECOMMENDATIONS:**

# That Council accepts the Capital Update as presented. BACKGROUND:

Culvert replacement work is underway on Grist Mill Road.

Road work is now scheduled to start this week on Grist Mill Road and Black Creek Road.

The winter Sand RFP is now posted, The Gravel RFP will be posted shortly.

Pothole filling, grading and spring road repairs are ongoing.

Roadside cutting will start in June.

New Sander has been ordered.

Handi-Hitch for grader has been ordered.

New Pressure washer is now in service.

Staff are working on purchasing used 2500 series truck.

Staff are evaluating condition of surplus tandem verses present operational tandem that may require immediate replacement.

ALTERNA	ATIVES:			
FINANCIA	AL IMPLICATIONS:			
ATTACHI	MENTS:			
CONSULT	TATIONS:			
Author:	signature	Other:	signature	
T				
Treasurer	signature	C.A.O	signature	



## Township of North Algona Wilberforce COUNCIL / COMMITTEE REPORT

Title:	Date: May 19, 2020	
Fire Report Mar-	Council/Committee:	Compliance
	Author:	Kevin Champ
Mid May 2020	Department:	Fire Department

### **RECOMMENDATIONS:**

That, the Committee accepts the report as presented.

### **BACKGROUND:**

During this reporting period, the following activities have taken place:

One Fire Alarm activation (accidental) - file forwarded to Bylaw for follow up.

One report of smoke in an area which originated at an authorized outdoor burn.

Two calls for outdoor burning while in a Restricted Fire Zone (warnings issued at both sites).

One response into Laurentian Valley for a mutual aid call to a grass fire near some homes.

One MVC involving 1 vehicle and 4 persons. No extrication was required.

One citizen reported finding a large quantity of flammable liquids containers in a ditch on a municipal road. FD members gathered the containers and they are being stored until proper disposal can be arranged.

One house fire in the village of Golden Lake. The structure was gutted and with the help of the roads department, was torn down to allow for complete extinguishment. Due to time of day, mutual aid was requested from Bonnechere Valley and Algonquins of Golden Lake.

	Routine training for this period included:				
	Ventilation Ladder use Ropes & Knots				
	Training was suspended at this point to comply with public health guidelines.				
	Annual hose testi tested by the end	ing was carried out on mos of summer.	st of our inventory and	the remaining hose will be	
	Several members	participated in online train	ning on IMS (incident n	nanagement system).	
	One of the recent hires for the Golden Lake station resigned to pursue employment out of the area.				
	After a Covid delay, FF recruit training began on May 14 <sup>th</sup> with 4 members. It is scheduled to be completed in early July.				
	OVWRC has agreed to extend our use of the existing training facility until the end September due to training delays related to the pandemic				
	ALTERNATIVES:				
	Do not accept the report				
		IMPLICATIONS:			
	None				
	ATTACHME	NTS:			
	None				
	CONSULTAT	TIONS:			
	Author:		Other:		
		signature		signature	
	Treasurer		C.A.O.		
	-	signature		signature	



**CITY OF PEMBROKE** 

1 Pembroke Street East Pembroke, Ontario K8A 3J5 Tel. 613-735-6821

Chief Administrative Officer & Human Resources

Extension 1330 Fax: 613-735-3660

Finance Extension 1320 Fax: 613-735-3660

Fire Extension 1201 Fax: 613-732-7673

OPP Administration 613-732-3332

Economic Development Culture, & Tourism Extension 1303 Fax: 613-735-3660

Operations
Extension 1409
Fax: 613-732-1421

Planning, Building & By-Law Enforcement
Extension 1304
Fax: 613-735-3660

Purchasing
Extension 1409
Fax: 613-732-1421

Parks & Recreation Extension 1501 Fax: 613-635-7709

general email: pembroke@pembroke.ca

www.pembroke.ca

May 6, 2020

Andrew Sprunt, CAO North Algona Wilberforce Township 1091 Shaw Woods Road, R/R#1 Eganville, ON K0J 1T0

Via email: cao@nalgonawil.com

Dear Mr. Sprunt:

Please be advised that Council of the Corporation of the City of Pembroke passed the following resolution at its meeting of May 5, 2020:

Resolution #013 (May 5, 2020)

Moved by Deputy Mayor Gervais Seconded by Councillor Ed Jacyno

Whereas the provincial government, under the Emergency Measures and Civic Protection Act, has the ability to declare an emergency in light of serious issues arising in the Province of Ontario and take corresponding action for the health and safety of residents;

And Whereas the Provincial government has rightly declared an emergency given the dire and potentially disastrous situation of Novel Coronavirus (COVID-19), a declaration that will be in effect until at least May 12, 2020 at which time it will be reassessed:

And Whereas the provincial government is able to deem certain services "essential" under the same legislation in order to ensure their continued, though maybe modified, opening and operation during an emergency and most other "non-essential" services stay curtailed or closed;

And Whereas essential services are the foundation for Ontario's way of life, socially and economically, such as grocery stores, pharmacies, public transit, major infrastructure development and many healthcare facilities;

And Whereas provincial orders are based on current experiences in large urban centres which may not reflect the health risks and realities of smaller municipalities such as the City of Pembroke which could benefit from more local flexibility to allow for more activities and businesses.

**Now Therefore Be It Resolved** that Council of the City of Pembroke send a resolution to the Ontario Provincial Government that it is the City's Council's belief that the local flexibility to provincial orders (COVID-19) be



CITY OF PEMBROKE

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general email: pembroke@pembroke.ca

www.pembroke.ca

considered in order to properly address local needs and reopen some activities and reopen businesses in the City of Pembroke.

And Further Be It Resolved that a copy of this resolution be forwarded to Premier Doug Ford, the Honourable Christine Elliott, Minister of Health; MPP John Yakabuski, Association of Municipalities of Ontario, Renfrew County and District Health Unit, County of Renfrew, and Renfrew County Municipalities.

Should you have any questions regarding the foregoing, please do not hesitate to contact me.

Sincerely,

Terry Lapierre, CMO, CMMIII, Ec.D. Chief Administrative Officer

TL/hm



# HELP PROTECT WASTE & RECYCLING WORKERS NOW

Solid waste collection is a critical and essential job as part of the response to the Coronavirus (COVID-19) pandemic. You can help protect the health of the men and women who collect your trash and recycling during this vital time. The virus may survive for up to 24 hours on cardboard and two to three days on plastic\*. With a few simple steps, you can protect sanitation workers by reducing the possibility they will come into contact with potentially contaminated items.

#### **GARBAGE**

- Make sure all your trash is inside a closed plastic bag. If a bin or cart are provided, all materials must fit inside.
   No bags should be left next to the bins or carts.
- Wash your hands before putting your waste containers out for collection. Sanitize or wipe handles and lids to further reduce exposure.
- Please do not "spring clean" at this time. Collection workers are working harder and more carefully right now, sometimes with fewer people. Do not add to the waste by cleaning garages, attics, closets, basements, etc. All material should fit into a container, if provided.

#### RECYCLING

Recycling remains important during this time. The materials you put out for collection are turned into cardboard boxes, tissues, and paper towels that we need now more than ever.

- Tissues, paper towels, wipes, masks, latex gloves, or any other sanitary or cleaning materials used to protect you
  from the Coronavirus should NOT go into recycling carts or bins. (These items are never recyclable.) RECYCLED
  MATERIALS ARE OFTEN HANDLED BY WORKERS WHEN SORTED LATER.
- Break down large cardboard boxes and cut them apart, if needed, to fit inside your recycling container.
   Recyclables that do not fit inside a container should not be put out.
- · Empty, rinse, and dry your bottles, cans, and other containers before you recycle them.
- · Food and liquids never belong in recycling.

#### **VISITING FACILITIES**

If your community still allows members of the public to drop-off waste or recyclables at a facility, please follow all safety policies and procedures required by that facility. These might include not paying with cash, keeping at least 6 feet of distance between you, other customers, and any employees, and unloading in the correct area to avoid requiring staff to handle discarded materials more than necessary. And of course, always follow all safety rules regarding speed limits, cell phone usage, and remaining near/in your vehicle.

#### OTHER SERVICES

To keep workers safe, minimize their exposure, and handle all of the waste and recycling coming from homes, your waste services provider may make temporary changes, including suspending bulk waste pickup or yard waste collection, and closing drop off centers or other facilities to the general public. These are temporary changes meant to protect the lives of the hard working men and women in the waste and recycling industry.

For more information about how the Coronavirus is impacting waste employees and employers, visit <u>SWANA.org</u>.

MAY 19 2020

\*World Health Organization, Q&A on coronaviruses (COVID-19). [https://www.who.int/news-room/q-a-detail/q-a-coronaviruses]

9.1.2

Good afternoon,

CNL recently submitted the revised Environmental Impact Statement (EIS) for the <u>Nuclear Power Demonstration (NPD) Closure Project</u> to Canadian Nuclear Safety Commission (CNSC). As part of this submission, CNL has also submitted a number of Technical Supporting Documents and responses to the Federal and Provincial comments on the draft EIS. The CNSC has conducted a completeness check of the submission and deemed that additional work by CNL is required before the 90 day review by Federal and Provincial agencies can commence. The results of the completeness check will be posted on the <u>public registry</u> this week.

CNL notes that the NPD Closure Project remains under <u>CEAA 2012</u> as per subsection 182 of the Impact Assessment Act.

The revised EIS is the result of two years' worth of work to respond to feedback on the draft EIS from the public, federal and provincial regulatory bodies and Indigenous communities. Public and Indigenous engagement is a key element of the Environmental Assessment process. As a result of engagement activities, as well as formal comments received on the previous EIS, the NPD Closure Project has made a number of revisions.

The following includes some of the key changes in the revised EIS:

- The inclusion of quantitative analyses to support the alternative means assessment.
- · More details on the formulation of the grout.
- Further seismic modelling and geological site characterization to ensure better understanding of the long-term performance.
- Enhanced design details.
- A new section of Indigenous interests that includes more traditional knowledge from new studies and ongoing engagement with Indigenous Peoples.

If you are interested in reviewing the revised EIS or any Technical Supporting Documents, coordinating a meeting or discussion or sharing feedback with the project, please contact Margot Thompson at <a href="Margot.Thompson@cnl.ca">Margot.Thompson@cnl.ca</a>. Note that at this point in time, CNL would be happy to arrange these to be online or via teleconference.

Sincerely,

The NPD Closure Project Team



Dear Mayor Bross
ADDRESS:

Date: March 25/282020

I am writing concerning the increasing number of cell towers, large and small, that I have been noticing in Renfrew County.

There are 1000's of documents published by doctors from around the world warning of the harmful effects of the radiation emitted from wireless technology.

Documents state that this radiation is carcinogenic for humans and detrimental to all biological life.

Every resident should have choice over what level of exposure they subject themselves to.

Given that these cell towers are going up without public consultation and close to residences, public spaces and workplaces, I would like to know who is liable when harm is indicated.

I would like to know what precautionary measures the Townships and County are willing to take to protect against harm and what action is being taken to keep cell towers – large and small – away from places frequented by people, as well as what the plan is for providing areas that are free of electromagnetic radiation, for residents.

Deploying 4G (or 5G) on an uneducated public, in the form of widespread wireless, when safer options for the delivery of fast internet are available, just doesn't make sense when one realizes the cumulative effects of exposure to radiation from wireless technology.

In addition to health concerns, there are serious issues of security and privacy, as well as the environmental burden - incurred by a significant increase in energy consumption - to consider.

The alternative – a fiber-optic network – without any wireless components attached to it - is safer, faster and more cyber-secure.

If you are uninformed on this subject, please look at the Bio-initiative Report 2012 (updated 2017) - A Rationale for Biologically-based Public Exposure Standards for Electromagnetic Fields (ELF and RF) bioinitiative.org and Physicians for Safe Technology – 5G Mobile Communications mdsafe.org.

I would like it to be on record that I do not consent to the radiation emitted by cell towers – large or small.

I would like to see local politicians treating this issue seriously and working together towards a solution

If you were unable to attend the Wireless Technology Information Session with expert panelists: Dr. Anthony Miller (WHO, Prof. Emeritus at U of TO), Frank Clegg (former President of Microsoft Canada and CEO of Canadians for Safe Technology), and Sheena Symington (Director of the Electrosensitive Society), put on by Renfrew County Residents for Safe Technology in November 2019 – The event was filmed and can be found at https://rcr4st.constantcontactsites.com/.

I look forward to hearing from you,

Sincerely,

Name: Helenan Stevart
Address: 71 Holiskay L.
Eganvelle, On

MAY 19 2020

RECEIVED APR 2 2 2020

Date: March 8, 2020

Dear Mayor Hrose

I am writing concerning the increasing number of cell towers, large and small, that I have been noticing in Renfrew County.

There are 1000's of documents published by doctors from around the world warning of the harmful effects of the radiation emitted from wireless technology.

Documents state that this radiation is carcinogenic for humans and detrimental to all biological life.

Every resident should have choice over what level of exposure they subject themselves to.

Given that these cell towers are going up without public consultation and close to residences, public spaces and workplaces, I would like to know who is liable when harm is indicated.

I would like to know what precautionary measures the Townships and County are willing to take to protect against harm and what action is being taken to keep cell towers – large and small – away from places frequented by people, as well as what the plan is for providing areas that are free of electromagnetic radiation, for residents.

Deploying 4G (or 5G) on an uneducated public, in the form of widespread wireless, when safer options for the delivery of fast internet are available, just doesn't make sense when one realizes the cumulative effects of exposure to radiation from wireless technology.

In addition to health concerns, there are serious issues of security and privacy, as well as the environmental burden - incurred by a significant increase in energy consumption - to consider.

The alternative – a fiber-optic network – without any wireless components attached to it - is safer, faster and more cyber-secure.

If you are uninformed on this subject, please look at the Bio-initiative Report 2012 (updated 2017) - A Rationale for Biologically-based Public Exposure Standards for Electromagnetic Fields (ELF and RF) bioinitiative.org and Physicians for Safe Technology – 5G Mobile Communications mdsafe.org.

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I look forward to hearing from you, - Please, N.A.W.
Sincerely, Reply!

Name:
Address:

Address:

Mountain Rd.

Dear Mayor BROSE
ADDRESS:

Date: APRIL 1, 2020
RECEIVED APR 0 3 2020

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I look forward to hearing from you, - PLEASE REPLY Sincerely,

Name:

Address:

MM Stuart 71 Holiday Ln. Eganville ON

KOJ ITO

JOHN STUART

Dear Councilor: Buckwald Date: March 25/2020

RECEIVED APR 0 2 2020

I am writing concerning the increasing number of cell towers, large and small, that I have been noticing in Renfrew County.

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I look forward to hearing from you, ~ Please Reply !

Name: Helendry Stuart
Address: 71 Holiday Lane
Eganville, On
KOT 1TO

Dear Councilor: MELVIN BERNDT APRIL 1, 2020 RECEIVED APR 0 3 2020

I am writing concerning the increasing number of cell towers, large and small, that I have been noticing in Renfrew County.

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I look forward to hearing from you, -- PLEASE

Name: Jamel Stungs
71 Holiday Ln.
Eganville ON
KOJ ITO

Lee Visutski and Alexandra Bednash 32 Bay's End Road Pembroke, ON K8A 6W2 613-717-0377

May 5, 2020

North Algona Wilberforce Township Council 1091 Shaw Woods Road RR#1 Eganville, ON KOJ 1TO

Re: Gates Erected by Adjacent Property Owner on Township Road Allowance and blocking access to Lot 15, Con 19 and Lot 16, Con 19.

Dear North Algona Wilberfoce Township Council,

Alexandra Bednash and I (Lee Visutski) are the current owners of two neighbouring properties in North Algona Wilberforce Township. The properties are Lot 15, Con 19 and Lot 16, Con 19 and have one existing access point for both properties at the end of Reiche Road (off Greenlake Road in Rankin). The existing access is via existing Township Road Allowance between Concessions.

We purchased the first lot (Lot 15, Con 19) from Murry Dole in 2016, which was part of a family homestead and had been in the Dole family for generations. Marion Dole, Murry's mother, separated the lots to be sold or distributed to her sons and made a point to sever off a Right of Way through Lot 14, presently owned by Steve Plumly to provide access to Lot 15 via the Township Road Allowance between Concessions. The Right of Way was added to the property deed and is now a part of Lot 15 deed, which we own.

Since the deeded Right of Way was established in 1988, the Road Allowance (Concession) has been the primary and only access into the Lot 15 property. A fence was established along the south extent of the Road Allowance to protect it from adjacent farm activity, presently owned by the Plumleys. The fenceline was in place much before we purchased in 2016, and remained in place until recently when the Plumley family removed it to provide more area for their cattle to use throughout the designated Road Allowance. Even though this Road Allowance is direct access to our property and only ours, the Plumley's did not notify or consult us on their decision to remove the fence protecting it. Not only did they remove the fence, but they also erected two separate gates at each end of the Road Allowance. See the attached drawing showing the layout the new gates and the pre-existing location of the removed fence.

In questioning the Plumleys about what they had done, it was determined that their intent was to increase their cattle pasture by opening up the Road Allowance and subsequently blocking it with gates on either side to ensure the cattle remains within. Since this action creates a complete disturbance with multiple gates into our property, as well as significant damage that will be created by the cattle, this is unacceptable to us and very inconsiderate since we were

not consulted whatsoever. In 2017, Alexandra and I financed a rebuild of that specific Road Allowance, which improved the overall condition and access to our property. Given the legal documents in place, we expected that it would remain as a through way to our property as intended, not a farmer's cattle field. We have even planned to complete more upgrades to that section of the road in near future.

In addition to the obstructions created by the two gates on the Road Allowance, the cattle will undoubtly cause substantial damage to the road, creating further cost for repair, as well as liability risk if our personal visitors or others leave gates open, where the cattle may get free. This is not an expense or liability we are obligated to incur. The cattle is the responsibility of the Plumley family and so they should utilize only their personal property for their farming activity, not the road allowance designated for public use or intent.

We request that Township Council please review this concern and provide Alexandra and I the permission and freedom to use this Road Allowance unobstructed and without the concern of third party farm animals or other disturbance of such. This would require the reinstatement of the fence boardering the Plumley farm and complete removal of the two gates.

In regards to the deeded Right of Way, official documents note the following:

"Lot 15, Concession 19, Township of Wilberforce, County of Renfew TOGETHER with a right of way at all times for the Grantor her heirs and assigns for all those entitled thereto in, over, along and upon that portion of said Lot 14, Concession 19, designated as Part 1 on Plan 49R-7067".

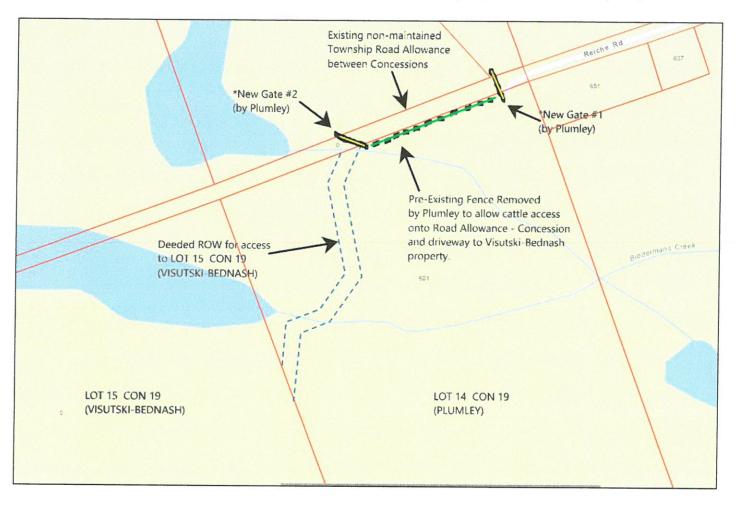
Therefore, it should be acknowledged that the action taken by Steven Plumley to remove the boardering fenceline, previously installed by Murry Dole in care of the Road Allowance, must be resolved by reinstating the fenceline with sufficient post and wire at their cost since it is in best interest of their cattle. Additionally, both gates blocking the Road Allowance OR Right of Way along Lot 14, must be removed completely to meet the requirements of the deeded Right of Way as noted above.

We thank you very much for your attention in this matter and look forward to a positive and fair resolution as soon as possible.

Sincerely,

Lee Visutski and Alexandra Bednash

<u>Drawing 1:</u> Showing new gates and former location of fence per (via Renfrew County GIS)



<u>Drawing 2:</u> Showing Lot, Concessions, Road Allowance and Right of Way (via Renfrew County GIS)



DEPOSITED UNDER PART II OF THE RESISTER ACT SURVEYOR'S CERTIFICATE PLAN 498- 7047 28 A 1984 CAUTION LEGEND 107 10: PAST | 498-427 LOTIE PL 107 NORTHEAST CORRER LOT 14, CONCESSION ROAD ALLOWANCE BETWEEN CONCESSIONS XIX 8 XX XII CONCESSION BEARINGS ARE ASTRONOMIC, DERIVED FROM THE BEARING NOSTON'S OF THE COVERNING LINE AT B ACCORDING TO PLAN 49R-2252 CONCESSION TOWNSHIP OF WILBERFORCE LOT 14, CONCESSION XIX COUNTY OF RENFREW REFERENCE PLAN SCALE : I INCH \* 100 FEET -1984-51 # .00 15 coz #

**Drawing 3:** Surveyors Drawing showing Road Allowance between Concessions and Lot 14 Right of Way

# The Corporation of the Township of Bonnechere Valley

49 Bonnechere Street East P.O. Box 100 Eganville, Ontario K0J 1T0



Phone (613) 628-3101
Fax (613) 628-1336
Email admin@eganville.com

May 6, 2020

North Algona Wilberforce Township 1091 Shaw Woods Road Eganville, ON KOJ 1TO

At the May 5, 2020 Regular Meeting of Council, the following Resolution was passed.

20.060 MOVED BY SECONDED BY

Tim Schison Brent Patrick

**WHEREAS** the Notice of Decision given on March 27, 2020 under Subsection 17(34) of the Planning Act with respect Official Plan Amendment #25 (OPA 25) to the Renfrew County Official Plan was received on March 30, 2020;

And Whereas this decision became effective March 26, 2020;

And Whereas Pursuant to subsections 17 (36.5) and (38.1) of the Planning Act, this decision is final and not subject to appeal;

And Whereas this decision will have a negative impact on development and the economy within Renfrew County including matters of provincial interest such as affordable housing, employment planning, growth management, asset management and economic development;

And Whereas the province is in a state of economic recovery due to the impacts of COVID-19;

And Whereas the municipalities are already under a tremendous amount of strain due to a loss of revenue, increase in expenses, lack of resources, work from home conditions and local businesses and development being shut down.

And Whereas development applications already underway will either not materialize or experience extreme delays due to the excessive requirements under this decision;

And Whereas an extension to September 28, 2020 for the effective date of these provisions would allow municipal staff the time to incorporate these changes and support

MAY 1 9 2020

economic recovery to allow applications currently in the works to be completed at a time when development will play a crucial role in the recovery of Renfrew County and Ontario;

Now therefore be it resolved that the Council of the Corporation of the Township of Bonnechere Valley implores the Province of Ontario to amend the effective date of the decision with respect Official Plan Amendment #25 (OPA 25) to the Renfrew County Official Plan to September 28, 2020 to assist in the economy recovery of Renfrew County and Ontario;

And further that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable John Yakabuski, MPP Renfrew Nipissing Pembroke, the County of Renfrew and all of its Lower Tier municipalities.

Carried

Original signed by Mayor Jennifer Murphy

Regards,

Dana Jennings

Community Development Officer

### THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

BY-LAW NO. 2020-51 Option # 1

A BY-LAW TO PROVIDE FOR THE APPROVAL OF THE 2020 BUDGET, ADOPTION OF THE 2020 TAX RATES, AND ESTABLISHING PENALTY AND INTEREST ON OVERDUE TAXES.

WHEREAS Section 290 and 312 of the Municipal Act, 2001 S.O. 2001, c.25 provides that the Council of a local municipality shall adopt estimates for the year, and

**WHEREAS** Section 307 and 308 of the said Act requires tax rates to be established in the same proportion to tax ratios, and

WHEREAS the 2020 Budget for Municipal purposes is hereby adopted at a total expenditure of \$6,064,500.

**NOW THEREFORE** the Council of North Algona Wilberforce Township hereby enacts that every owner in North Algona Wilberforce Township shall be taxed according to the following tax rates, and such tax shall become due and payable in two installments, first installment due August 31, 2020 and second installment due October 30, 2020.

Property Class	2020 Tax Rates
Property Class  Residential Residential – FAD (Phase 1) Multi-Residential New Multi-Residential Commercial – Occupied Commercial – Vacant Commercial – FAD (Phase 1) Industrial – Occupied Industrial – Vacant Large Industrial – Occupied	2020 Tax Rates  0.00656174 0.00229661 0.01275340 0.00656174 0.01190759 0.01190759 0.00229661 0.01829102 0.01829102 0.02281935
Large Industrial – Occupied Large Industrial – Vacant Landfill Pipeline Farmland Managed Forest	0.02281935 0.02281935 0.00780234 0.00874549 0.00164043

The tax collector is hereby authorized to mail or cause to be mailed the notice of taxes due to the address of the residence or place of business of the person(s) to whom notice is required to be given.



AND FURTHER THAT a penalty/interest of first day of each and every month to all over	1.25% per month shall be added on the rdue taxes.
READ A FIRST AND SECOND TIME THIS	19 <sup>th</sup> DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt
READ A THIRD TIME AND PASSED THIS	19 <sup>th</sup> DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt

### THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

### BY-LAW NO. 2020-51 Option # 2

A BY-LAW TO PROVIDE FOR THE APPROVAL OF THE 2020 BUDGET, ADOPTION OF THE 2020 TAX RATES, AND ESTABLISHING PENALTY AND INTEREST ON OVERDUE TAXES.

WHEREAS Section 290 and 312 of the Municipal Act, 2001 S.O. 2001, c.25 provides that the Council of a local municipality shall adopt estimates for the year, and

**WHEREAS** Section 307 and 308 of the said Act requires tax rates to be established in the same proportion to tax ratios, and

WHEREAS the 2020 Budget for Municipal purposes is hereby adopted at a total expenditure of \$6,064,500.

**NOW THEREFORE** the Council of North Algona Wilberforce Township hereby enacts that every owner in North Algona Wilberforce Township shall be taxed according to the following tax rates, and such tax shall become due and payable in two installments, first installment due August 31, 2020 and second installment due October 30, 2020.

Property Class	2020 Tax Rates
Residential	0.00656174
Residential – FAD (Phase 1)	0.00229661
Multi-Residential	0.01275340
New Multi-Residential	0.00656174
Commercial – Occupied	0.01190759
Commercial – Vacant	0.01190759
Commercial – FAD (Phase 1)	0.00229661
Industrial – Occupied	0.01829102
Industrial – Vacant	0.01829102
Large Industrial – Occupied	0.02281935
Large Industrial – Vacant	0.02281935
Landfill	0.00780234
Pipeline	0.00874549
Farmland	0.00164043
Managed Forest	0.00164043

The tax collector is hereby authorized to mail or cause to be mailed the notice of taxes due to the address of the residence or place of business of the person(s) to whom notice is required to be given.

AND FURTHER THAT a penalty/interest of 1 to the current Covid-19 pandemic until date the penalty and interest of 1.25% per more each and every month to all overdue taxes.	2020 after which
READ A FIRST AND SECOND TIME THIS 19	th DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt
READ A THIRD TIME AND PASSED THIS 19	th DAY OF MAY 2020.
MAYOR James Brose	CLERK, Andrew Sprunt

## Corporation of North Algona Wilberforce Township

### By-law 2020-52

Being a By-law to authorize the execution of a Fire Protection Agreement between the Corporation Of North Algona Wilberforce Township and the Corporation of the Township of Admaston/Bromley

WHEREAS Section 2 (5) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter into fire protection agreements with other municipalities;

AND WHEREAS the Council of the Corporation of North Algona Wilberforce Township has requested "First Response" fire protection services from the Township of Admaston/Bromley;

AND WHEREAS the Council of the Corporation of Admaston/Bromley deems it desirable and expedient to enter into a First Response Automatic Aid Agreement with North Algona Wilberforce Township.

NOW THEREFORE the Council of the Corporation of North Algona Wilberforce Township ENACTS AS FOLLOWS:

- 1) That the Mayor and Clerk are hereby authorized on behalf of the Corporation to execute an Agreement between the Corporation of North Algona Wilberforce Township and the Corporation of the Township of Admaston/Bromley for 'First Response" fire protection for the period as set out in the attached schedule and that the several schedules attached hereto will form part of this By-law.
- 2) That By-law 2020-02 shall be rescinded in its entirety.

Read a First and Second Time this 19th day of May, 2020 Read a Third Time and Passed this 19th day of May, 2020

Mayor James Brose	CAO/Operations Manager/Municipal Clerk

# FIRE PROTECTION AGREEMENT BETWEEN

# THE CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP Hereinafter called "North Algona Wilberforce" of the first part

#### AND

# THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY Hereinafter called "Admaston/Bromley" of the second part

WHEREAS By-laws have been duly enacted by the corporate parties pursuant to the provisions of the Municipal Act, 2001, Chapter 25, S.O. 2001, as amended, to authorize an Agreement between the parties; and

WHEREAS the Fire Protection and Prevention Act, Chapter 4, S.O., 1997, s. 2(5) authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS Admaston/Bromley operates fire protection services and assets suitable to meet municipal responsibilities required by the Fire Protection and Prevention Act, through a fire department situated within Admaston/Bromley and known as the "Douglas Fire Department".

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto, as follows:

#### Definitions

- 1. In this agreement,
  - (1) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department and who has the same powers and authority as the Fire Chief.
  - (2) Fire area means the fire area of North Algona Wilberforce as described in Schedule "A" attached to and forming part of this agreement.
  - (3) Fire Chief means the Chief of the North Algona Wilberforce Fire Department.
  - (4) "Fire Protection Services" means and includes activities defined in the Fire Protection and Prevention Act, more particularly described as including: "fire suppression, investigation, communications, training of persons involved in the provision of fire protection services, rescue and emergency services and delivery of all those services.

#### Fire Protection Services

- 2. (1) The Douglas Fire Department will supply, except as hereinafter limited or excluded, "First Response" fire protection services to North Algona Wilberforce in the Fire Area, and "First Response" is understood to mean "initial response" as described in section 1(4) of the Fire Protection and Prevention Act, and this Agreement shall constitute an automatic aid agreement pursuant to such section.
  - (2) The North Algona Wilberforce Fire Department shall retain all other fire protection and prevention responsibilities in the Fire Area as may be required by legislation.
  - (3) The parties acknowledge and agree that fire apparatus and personnel that will respond to occurrences in the Fire Area will constitute sufficient apparatus and firefighters to accomplish the specific services identified in this agreement.
  - (4) North Algona Wilberforce shall ensure that all Ministry of Natural Resources Agreements are current and up to date. Copies of the Agreements and details outlining the services are attached as Schedule "E" to this Agreement. All costs incurred from Ministry of Natural resources involvement shall be the sole responsibility of North Algona Wilberforce.

#### Authority of Fire Chief

- (1) The Fire Chief of the Douglas Fire Department or Designate shall have full
  authority and control over any and all activities related to "First Response" in which
  the Douglas Fire Department may be engaged within the fire area.
  - (2) Renfrew (CACC) Dispatch shall contact the North Algona Wilberforce Fire Department who <u>will</u> respond and assume control of the incident.
  - (3) The Fire Chief or Designate of the North Algona Wilberforce Fire Department shall assume command of the incident upon arrival at the scene. Transfer of command shall follow Standard Incident Management Protocol.
  - (4) The on scene members of the Douglas Fire Department may remain available at the request of the Incident Commander and become a Sector in the Incident Management System as part of Mutual Aid Assistance.

#### Static Water Sources

4. North Algona Wilberforce agrees to provide a map of the Fire Area clearly indicating all readily accessible static sources of water available for fire fighting operations. See Schedule "B" attached to and forming part of this Agreement.

#### Road Signage

North Algona Wilberforce agrees to identify all streets and roads in the Fire Area by having them clearly marked at all intersections.

#### Bridges and Restrictions on Services

6. North Algona Wilberforce agrees to identify all bridges under township or other apparatus. Bridges identified as being unable to carry the weight of the fire apparatus shall be set out in Schedule "C" attached to and forming part of this Agreement. North Algona Wilberforce acknowledges that any such bridges, so identified, will either limit or exclude fire protection services where the use of any of these bridges is required by fire apparatus.

#### Emergency Plans

- 7. (1) The North Algona Wilberforce Fire Chief retains authority and responsibilities under the terms of the North Algona Wilberforce emergency response plan. The North Algona Wilberforce Fire Chief may delegate such authority as necessary to the Fire Chief for the purposes of the Emergency Plan.
  - (2) North Algona Wilberforce shall be responsible for establishing and notifying in the manner, and to the extent deemed necessary, residents and occupants of the Fire Area, of the procedures for reporting an emergency and of the services provided by the Douglas Fire Department.

#### Protection from Liability

- 8.(1) Notwithstanding anything herein contained, no liability shall attach or accrue to the Douglas Fire Department or Admaston/Bromley for failing to supply to North Algona Wilberforce on any occasion, or occasions, any of the fire protection services provided for in this Agreement.
- (2) No liability shall attach or accrue to the Douglas Fire Department or Admaston/Bromley by reason of any injury or damage caused by personnel, apparatus, or equipment of the Douglas Fire Department while engaged in the provision of fire protection services in the Fire Area.

#### Agreement

- 9. (1) This Agreement shall be in force for a period of four (4) years, commencing January 1, 2020 until and through December 31, 2023.
  - (2) This Agreement shall remain in force and effect from year to year thereafter unless notice is provided in accordance with clause 3 hereunder.
  - (3) This Agreement may be terminated by either party giving written notice to the other party not less than twelve (12) months prior to the desired termination date. If the parties mutually agree to the termination of the Agreement prior to the twelve (12) month date, the stand-by fees specified in Schedule "D" will be applied on a pro rata basis using the same formula as applied previous to the termination date.
  - (4) The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

- (5) In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect mutatis mutandis.
- (6) So often as there may be any dispute between the parties to this Agreement, including, but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the Municipal Arbitrations Act, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the Municipal Arbitrations Act, the parties hereto shall agree to the selection of a single arbitrator, and in the absence of Agreement, such arbitrator shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitrations Act or any successor legislation.

Schedule of Fees

- (1) In consideration of the Fire Protection Services undertaken by the Douglas Fire Department to be provided in the Fire Area, North Algona Wilberforce shall pay fees as set out in Schedule "D" attached hereto and forming part of this Agreement.
  - (2) North Algona Wilberforce shall pay the "Stand by Fee" annually. Payments shall be comprised of two (2) equal instalments payable on March  $15^{th}$ , and December  $1.5^{th}$  of each year.
  - (3) North Algona Wilberforce shall pay the "Fire Suppression and Response Costs" as incurred. Invoices shall be submitted to North Algona Wilberforce on a monthly basis. All amounts due under such invoices shall be payable within thirty (30) days of submission or a penalty of 1.25% shall apply.

IN WITNESS WHEREOF the parties hereto have affixed their Corporation Seals attested by the hand of their proper officers.

DATED this 19th day of May 2020

CORPORATION OF NORTH ALGONA WILBERFORCE TOWNSHIP

Mayor
CAO/Operations Manager/Municipal Clerk
CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY
Mayor
Clerk Treasurer