

Township of Admaston/Bromley
First Monthly Meeting
Thursday, July 7, 2022 @ 7:30 p.m.

AGENDA

1. Call Meeting to Order
2. Moment of Silence
3. Approval of Agenda
4. Disclosure of Pecuniary Interest
5. Minutes
 - 5a Resolution to adopt Minutes of council meeting held [June 23, 2022](#)
6. Delegations and Guests
7. **Planning and Economic Development Committee** – Chair Bob Hall, Committee Member Kevin LeGris
 - 7a [Zoning By-Law Amendment Report](#)
8. **Community Service Committee** – Chair Kevin LeGris, Committee Member Bob Hall
 - 8a [Library Board Minutes, Treasurer's Report & CEO's Report](#)
9. **Operations Committee** Chair Robert Dick, All of Council
10. **Waste Management Committee** – Chair Michael Donohue, All of Council
 - 10a MOU – McNab/Braeside – Sustane Initiative
 - i – [MOU Report from Staff](#)
 - ii – [Memorandum of Understanding – McNab/Braeside](#)
11. **Finance and Administration Committee** - Chair Michael Donohue, All of Council
 - 11a [Bromley Historical Society Lease Renewal](#)
 - 11b ICIP Amending Transfer Payment Agreement
 - i - [ICIP Report from Staff](#)
 - ii – [Payment Agreement](#)
 - 11c Application for Adjustment under Section 357
 - i – [Tax Adjustment Report from Staff](#)
 - ii – [MPAC Response for Application Section 357](#)

12. **Protective Services Committee** – Chair Mike Quilty, Committee Member Robert Dick
13. **County of Renfrew** – Mayor Michael Donohue
 - 13a
14. **By-Laws**
 - 14a [2022-45](#) – Bromley Historical Lease Renewal
[2022-46](#) – Zoning By-Law Amendment - Cannabis
15. Old Business
 - 15a [Action Tracking List](#)
16. New Business
17. Closed Session
 - 17a As per Section 239 2 (b) personal matters about an identifiable individual, including municipal or local board employees.

More specifically as it relates to the Employee Negotiations. – Verbal Update
 - 17b As per Section 239 2 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

More specifically as it relates to Unopened Road Allowances. – Verbal Update
18. Confirmatory By-Law
 - 18a [2022-47](#) being a by-law to confirm proceedings of Council Meeting
19. Question Period
20. Adjournment

PLEASE NOTE “Submissions received by the public, either orally or in writing may become part of the public record/package”.

Council Information

Township of Admaston/Bromley
Second Monthly Meeting

Council met for their first monthly meeting on Thursday June 23rd, 2022. Present were, Mayor Michael Donohue, Deputy Mayor Mike Quilty and Councilors Robert Dick, Bob Hall, and Kevin Legris.

Staff Members present were Acting Treasurer/Deputy Clerk Mitchell Ferguson, Acting Public Works Superintendent Steve Visinski, Contract Public Works Superintendent Jamie Doering and Administrative Assistant Meagan Jessup.

Agenda Items 1 and 2 – Call Meeting to Order and Moment Silence

Mayor Donohue called the Meeting to Order at 7:38 pm. A moment of silence followed.

Agenda Item 3 – Approval of Agenda

Resolution No. 013/06/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council approve the amended agenda of June 23rd, 2022, Council Meeting.

- Hauling Waste

Carried

Agenda Item 4 – Disclosure of Pecuniary Interest

None.

Agenda Item 5 – Minutes

Council reviewed the minutes provided in the agenda package. The following resolution was passed:

Resolution No. 14/06/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council adopt the following meeting Minutes:

- May 19th, 2022, Special Council Meeting.
- June 9th, 2022, Regular Council Meeting.

Carried

Agenda Item 6 – Delegations and Guests

None.

Agenda Item 7 – Planning and Economic Development Committee Chair Bob Hall, Committee Member Kevin LeGris

7a Building and Sewage Report - May

Councillor Bob Hall presented the report to Council, after some discussion, the following resolution was passed:

Resolution No. 15/06/22

Moved by Bob Hall, seconded by Kevin LeGris

BE IT RESOLVED that Council accepts the Building and Sewage Report as information.

Carried

7b Temporary Use Agreement – 494 Fourth Chute Road

Councillor Bob Hall presented the report to Council, the following resolution was passed:

Resolution No. 16/06/22

Moved by Bob Hall, seconded by Kevin LeGris

BE IT RESOLVED that Admaston/Bromley Council approve By-Law 2022-42, being a By-Law to authorize the Township to enter into an agreement with Menno Hoover to permit mobile accommodation onsite and be inhabited while a new dwelling is being constructed.

Carried

Agenda Item 8 – Community Services Committee – Chair Kevin Legris,
Committee Member Bob Hall

None.

Agenda Item 9 – Operations Committee – Chair Robert Dick, all of Council

9a May Public Works Report

Acting Public Works Superintendent presented the report to Council. It was noted that the Gravel Contract is almost complete with Tenders going out to the Public for Surface Treatment and Paving. The Contract Public Works Superintendent has been a large help with the Roads Department. After some discussion, the following resolution was passed:

Resolution No. 17/06/22

Moved by Robert Dick, seconded by Mike Quilty

BE IT RESOLVED that Council accepts the Public Works Report as information.

Carried

Agenda Item 10 – Waste Management Committee – Chair Michael Donohue, all of Council.

10a Hauling of Waste – Stone Road

The Contract Public Works Superintendent presented the report to Council. After some discussion, the following resolution was passed:

Resolution No. 18/06/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council direct staff to proceed with a two (2) week trial period for the hauling of waste from Stone Road Transfer Station to the Osceola Landfill.

AND BE IT FURTHER RESOLVED THAT this information be used to prepare and advertise an RFP for hauling waste from Stone Road Transfer Station to the Osceola Landfill.

Carried

Agenda Item 11 – Finance and Administration Committee – Chair Michael Donohue, all of Council.

11a Budgetary Control Report – May 31st, 2022

The CAO/Clerk presented the report to Council. After some discussion, the following resolution was passed:

Resolution No. 19/06/22

Moved by Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED that Council accepts the Budgetary Control Report to May 31st, 2022 as information

Carried

11b – Voucher Report and Payment Register

The CAO/Clerk presented the report to Council. After some discussion, the following resolution was passed:

Resolution No. 20/06/22

Moved by Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED THAT Council approve the payment voucher listing to June 17th, 2022 in the amount of \$788,148.27.

Carried

Agenda Item 12 – Protective Services Committee Chair Mike Quilty, Committee Member Robert Dick

None

Agenda Item 13 – County of Renfrew Mayor Michael Donohue

None.

Agenda Item 14 – By-Laws

14a 2022-42 Temporary Use Agreement – 494 Fourth Chute Road

Resolution No. 21/06/22

Moved by Robert Dick, seconded by Mike Quilty

BE IT RESOLVED THAT Council adopt the following By-Law:

- Agreement with Menno Hoover – By-Law 2022-42

Agenda Item 15 – Old Business

None.

Agenda Item 16 – New Business

16a Notice for Reconsideration – Zoning By-Law

Resolution No. 22/06/22

Moved by Bob Hall, seconded by Robert Dick

BE IT RESOLVED THAT Council approve the Motion for Reconsideration to bring the Zoning By-Law Amendment from the May 31st, 2022, Special Council Meeting to the July 7th, 2022 Regular Council Meeting.

Agenda Item 17 – Closed Session

17a Canada Day Citizens of the Year

Resolution No. 23/06/22

Moved by Bob Hall, seconded by Kevin LeGris

BE IT RESOLVED THAT Council move into a Closed Session at 8:06 p.m. as per section 239 2(b) of the Municipal Act – *personal matters about an identifiable individual, including municipal or local board employees.*

More specifically as it relates to the 2022 Canada Day Awards.

Resolution No. 24/06/22

Moved by Robert Dick, seconded by Mike Quilty

BE IT RESOLVED THAT Staff notify the recipients recognized for the 2022 Canada Day Awards which will be made public on Canada Day, July 1st, 2022 at the Canada Day Event.

Agenda Item 18 – Confirmatory By-Law

18a By-law 2022-43 being a by-law to confirm proceedings of Council Meeting

Resolution No. 25/06/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that By-law 2022-43, being a By-law to Confirm the Proceedings of the Council of the Township of Admaston/Bromley at the meeting held June 23, 2022 be now numbered, deemed read three times and passed.

Carried

Agenda Item 19 – Question Period

None.

Agenda Item 20 – Adjournment

Resolution No. 12/06/22

Moved by Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED that the Thursday, June 23, 2022 Township of Admaston/Bromley Council meeting be adjourned at 8:31 p.m.

Carried

Mayor

CAO/Clerk

Township of Admaston/Bromley

477 Stone Road, R.R. #2

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REPORT

Date: July 7th, 2022
To: Council
From: Jennifer Charkavi
Re: Zoning By-Law Amendment - Cannabis

Background:

At the June 9, 2022, Council Meeting, Councillor Hall provided notice that he intended to bring forth a motion for reconsideration of the Zoning By-Law Amendment provided at the May 31, 2022 Council meeting.

Councillor Hall provided notice that there was going to bring forth a motion for reconsideration brought to the next council meeting, pertaining to the proposed zoning by-law amendment to include Cannabis that was brought to the May 31st, 2022 Special Council Meeting.

At the June 23, 2022 Council Meeting the following motion was passed:

BE IT RESOLVED THAT Council approve the Motion for Reconsideration to bring the Zoning By-Law Amendment from the May 31st, 2022, Special Council Meeting to the July 7th, 2022 Regular Council Meeting.

Discussion:

As per Admaston/Bromley's Procedural By-Law, (2012-34) a motion for reconsideration may only be considered once in a twelve month period, notice must have been provided that the motion for reconsideration was being brought forward. The motion for reconsideration must be supported by a two-thirds majority before the matter to be reconsidered can be debated.

Financial Implications:

There are no financial implications.

People Consulted:

Acting Treasurer/Deputy Clerk

Recommendation for Council:

BE IT RESOLVED THAT Council approve the Zoning By-Law Amendment – By-Law 2022-46, which includes the changes that were recommended by staff at the May 31, 2022 Special Council meeting;

AND BE IT FURTHER RESOLVED THAT Council deem these changes to the Zoning By-Law amendment as minor in nature and as per Section 34(17) of the Planning Act, R.S.O. 1990, no further notice is required.

ADMASTON/BROMLEY PUBLIC LIBRARY
BOARD OF DIRECTORS MEETING
May 17, 2022
7:00 PM

Present: Susan Patterson O'Neil, Jane Wouda (Librarian), Karen Payne, Karen Coulas, Lynn Agnew, Bob Hall, Beth McDonald, Angela McEachen, Charlene Whattam

Regrets: Lynn Celland

The meeting was called to order at 7:00 pm

1. Approval and additions to the Agenda

Motion to approve the agenda
Moved by Angela McEachen
Seconded by Lynn Agnew
Carried

2. Declaration of Conflict of Interest - none

3. Approval of minutes

Motion to approve the minutes from April 19, 2022
Moved by Karen Coulas
Seconded by Bob Hall
Carried

4. Business arising from the minutes

- Dropbox research - Karen presented several options for outside boxes

5. New Business

- Quorum at February 2022 meeting - this issue was corrected by not including our non-voting member from our regrets
- Summer student - we were not approved for funding this year. However, we do have funding to hire someone for a few hours
- CLI grant - we have chosen to decline this grant

6. Treasurer's Report

Motion to accept the treasurer's report and pay all bills
Moved by Lynn Agnew
Seconded by Beth McDonald
Carried

7. CEO's Report as attached

CEO Report Attached

8. Policy Review - none

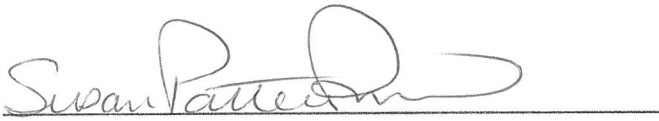
9. Correspondence - none

10. Other Business - review of the agreement with the School Board

- the Library board reviewed the agreement, made changes and are ready to present it to the School Board

11. Adjournment - 8:44 pm

Next Meeting - June 21, 2022, ~~2022~~



Chair

CEO

June 21, 2022.

Date

JUNE 21/2022
ADMASTON BROMLEY PUBLIC LIBRARY
TREASURER REPORT BY LYNN A AGNEW

June 21/2022	deposit	\$21, 740.00
	\$21,600.00 from municipality of Admaston/ Bromley	
	\$20.00 photocopying	
	\$120.00 donation	

Note: We have not received official notification by the township that they have passed our proposed budget, however we have received the requested amount of money.

Bank balance June 21/2022	\$23, 475.08
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Bills to be paid

June 24/2022	Bell business (internet) Reference # 23230845	\$118.65
June 21/2022	BMO Mastercard Reference # 015494	\$946.32
June 21/2022	Bell phone Reference # 015495	\$87.84
June 22/2022	Ontario Library Services Jasi, cheque # 0963	\$1097.08
June 22/2022	Copper Beech Collection, cheque # 0964	\$218.02
June 22/2022	Twp Admaston/ Bromley Wages, cheque # 0965	\$1406.33
Total amount of bills to be paid		\$3874.24

Library CEO's Report – June 2022

1. **STATS:** *Overdrive for May 2022 – 187; Library Checkouts for May 2022, not including e-books – 674; Total May 2022 Checkouts – 861; Inter-Library Loans for May. 2022. – 5; FB Reach for last 28 days – 609*
2. **Programming** – I picked up the Summer Reading Club (SRC) supplies from the Renfrew Library. I purchased some craft supplies, decorations, and themed books for the kids. I have two SRC events planned with some confirmed attendees for the 1st one. Rebecca will be helping me to set up the Storywalk, decorate, prep the crafts, and help out on the program day. I have two reading contests and a colouring contest ready, with plans for other fun stuff later on. I have also started to plan an adult program day for the fall.
3. **Collections** – Items purchased for collection in January – **\$ 487.82 approx.**
4. **Policy Review** – If there is time, we will be reviewing the GOV-03 Duties and Responsibilities of Individual Board Members. This policy has been updated by OLS. It is now included in a larger policy called Purpose and Duties of the Board. I will send out a copy of the updated OLS policy and our old policy for comparison.
5. **Transfer Payment Ontario (TPON)** – I have made a bit of progress with TPON. It is a case of two steps forwards and one step back. After a couple of hours on the phone and some emailing back and forth, I was told that they (TPON) needed proof of our library's legal name. Peggy has stepped in to speak to someone at the Ministry to speed things along. I don't have an update on the status of our TPON account at this time.
6. **Connecting Public Libraries Initiative (CLI)** – I informed OLS that we didn't think we could risk going ahead with the CLI, but Mellissa D'Onofrio-Jones, CEO of the Ontario Library Service, contacted me and encouraged the library to reconsider because she feels it is a once-in-a-lifetime opportunity to bring highspeed fiber optic internet to our community. Susan and I are trying to arrange a Zoom meeting with Melissa, a representative of the Internet Service Provider, and a few other interested parties to see if we can make this happen.
7. **Correspondence:**
 - Bell Phone– May
 - Bell Internet – May
 - Wages – May
 - Two Cheques – balance of library budget from A/B Municipal Office
 - May Bank statement
 - Bill from Copper Beech Books
8. **Miscellaneous:**
 - I've been keeping our Facebook page updated with new events and information. Either Rebecca or I will be updating the website soon.
 - I sent out the required overdue/books lists to all the teachers by mid-May. I am working on sending out another list soon so that everything can be back in our collection by the end of the year.
 - Thank you to Angela M. who is organizing volunteers to work at the Vendor Market in Douglas selling books and DVD's. We really appreciate our volunteers. Another young volunteer may start soon.
 - People want to donate large quantities of books, but I am limiting what I accept since we don't want to get overwhelmed with older stuff that we can't use or sell.
 - I completed a mini grant from the International Dyslexia Association Ontario. We are currently on a waiting list while they are looking for more funding. We'll be updated at the end of June.
 - The air conditioner is not working. The school is trying to get it fixed.
 - We received some drawings for the design of our return chute/box. Things are moving forward on this project.
 - We are making progress on the Library/School Board Agreement. We recently sent off a revised copy for review by the School Board. We have high hopes for this being completed in the near future.

Township of Admaston/Bromley

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REPORT

Date: July 7th, 2022

To: Council

From: Jennifer Charkavi

Re: Memorandum of Understanding – McNab/Braeside - Sustane

Background:

McNab/Braeside is currently working with Sustane, a Canadian company, to bring their technology to Renfrew County. Mid 2021 McNab/Braeside was seeking Memorandums of Understanding (MOU) with municipalities within Renfrew County to ensure that Sustane would make the decision to build their plant in McNab/Braeside.

Mayor Peckett presented McNab/Braeside's initiative at the June 23, 2022 Council meeting and stated that Sustane has committed to building a plant in the township and is currently leasing property within the township's landfill.

Sustane has the capability to reduce the amount of garbage that is going into municipal landfills. As Admaston/Bromley is applying for an expansion at the Osceola Landfill, garbage and where it goes has become very important.

Sustane transforms municipal solid waste (MSW) streams into high value fuels and recyclable materials — converting almost 90% of the waste in a black garbage bag back into valuable commercial products.

Discussion:

The MOU outlines a commitment from the Township that all municipal solid waste (MSW), will be sent to Sustane's facility in McNab/Braeside once it is operational or ready to accept MSW.

The MOU states that Admaston/Bromley will work collaboratively until June 30th, 2023 to develop a formal agreement. In the meantime, the MOU sets out that Admaston/Bromley agrees to not enter into any binding agreements that could impede

the terms of the MOU. Formal agreements will be signed once both parties are in agreement on the project.

Financial Implications:

There is no financial commitment required by McNab/Braeside or Sustane. All that is being requested through the MOU is that Admaston/Bromley will send garbage collected from the Township to Sustane and not enter into any agreements with others for MSW. A formal agreement that will include tipping fees will be completed in 2023.

People Consulted:

Acting Treasurer/Deputy Clerk

Recommendation for Council:

BE IT RESOLVED THAT Council authorize the Mayor and CAO/Clerk to sign the Memorandum of Understanding with the Township of McNab/Braeside confirming their interest in entering into an agreement to have all municipal waste sent to the Sustane facility in McNab/Braeside.

MEMORANDUM OF UNDERSTANDING

BETWEEN:

The Township of McNab/Braeside
(hereinafter referred to as "McNab/Braeside")

AND

Township of Admaston/Bromley
(Hereinafter referred to as "Admaston/Bromley")

ALSO

McNab/Braeside and Admaston/Bromley are sometimes referred to as the "Parties"

1. PURPOSE:

This Memorandum of Understanding ("MOU") outlines the basis upon which the Township of Admaston/Bromley is confirming that they are interested in entering into an Agreement to have all collected Municipal Solid Waste (MSW), (also referred to as kitchen waste in Renfrew and Lanark Counties) from the Township of Admaston/Bromley sent to the recycling facility located in the Township of McNab/Braeside.

The new facility would accept Municipal Solid Waste (MSW) and will separate the waste into the following by-products:

- Low contaminant recovered biomass fuel pellets;
- Low-density plastics fraction for synthetic diesel & naphtha production;
- Cleaned aluminum for recycling;
- Cleaned steel for recycling;
- Cleaned PET plastics for recycling or other value-added activities;
- Inert material (sand, glass, ash).

The goals of the facility are as follows:

- Provide participating communities a long term, cost competitive alternative to landfilling of MSW;
- Provide employment to the region in the form of full time semi-skilled and skilled positions (approximately 25);
- Significantly increase recycling rates for participating municipalities to the highest levels in Ontario;
- Reduce the carbon footprint of the community by approximately 150,000 tonnes per year of CO₂e by fixing the carbon (avoiding CH₄ emissions from landfill) as well as replacing fossil fuels with products having a much lower carbon intensity.

2. BASIS FOR AGREEMENT

The Parties will work together to develop agreements that cover the following items:

- MSW Volumes:** All Municipal Solid Waste (MSW) will be provided to McNab/Braeside
- Tipping Fees:** To be negotiated.
- Site Location:** 573 Calabogie Road
- Term:** To be developed (expected to be in the range of ~20 years).

3. DEVELOPMENT PERIOD

The parties agree to work collaboratively up to June 30th, 2023 to further develop the project to a point that each party can reach an agreeable set of project conditions and eventually a formal agreement. Admaston/Bromley agrees to not enter into any binding agreements that could impede the terms contemplated by this MOU. A formal Agreement will be signed once the development of this project has been completed and both parties are in agreement.

4. CONFIDENTIALITY AND NON-DISCLOSURE

Regarding this MOU the parties may be receiving, reviewing and analyzing Confidential Information.

The Confidential Information will be kept strictly confidential by the receiving party. The receiving party shall safeguard the Confidential Information from unauthorized disclosure and keep the Confidential Information in the same manner that the receiving party keeps its own Confidential Information or to a standard of no less than reasonable care, whatever standard is higher. The Confidential Information shall not be used by the receiving Party for any purpose other than relating to the Project. This confidentiality obligation shall remain in force for three (3) years from the date of signing hereof, notwithstanding the termination or lapse of this MOU.

Neither McNab/Braeside nor Admaston/Bromley shall make release to any third party, public announcement, statement or acknowledgment of existence of this Memorandum of Understanding or the transaction(s) or agreements contemplated hereby except their respective legal counsel, without the agreement of the other Party, except as required by applicable law, regulation or policy statements of governmental or regulatory authorities, including decisions of the office of the Privacy Commissioner.

5. NON-BINDING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding constitutes an expression of intention only and is not intended to create any legal rights or obligations upon the Township of McNab/Braeside or Township of Admaston/Bromley other than an obligation to work in good faith to develop the project.

6. COUNTERPARTS AND FACSIMILE EXECUTION

This Memorandum of Understanding may be executed in several parts in the same form and by facsimile and such parts as so executed shall together constitute one original document, and such parts, is more than one, shall be read together and construed as if all the signing parties had executed one copy of the Memorandum of Understanding.

Township of McNab/Braeside

Township of Admaston/Bromley

Per: _____

Per: _____

Name: Tom Peckett

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Per: _____

Per: _____

Name: Lindsey Lee

Name: _____

Title: CAO/Clerk

Title: _____

Date: _____

Date: _____

I/we have the authority to bind the Corporation.

Township of Admaston/Bromley

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REPORT

Date: July 7th, 2022
To: Council
From: Jennifer Charkavi
Re: Bromley Historical Society – Lease Renewal

Background:

The Bromley Historical Society's lease renewal expires July 5, 2022. The Bromley Historical Society is interested in renewing the lease with the same agreement as previously signed in 2017.

Discussion:

Staff contacted the Bromley Historical Society to ensure they are still interested in the Old Township Hall (Osceola Municipal Building) for their office. The Bromley Historical Society is interested to renew the agreement for another 5 years.

Financial Implications:

The only financial obligation remains the cost of hydro for the office. 2021 costs were approximately \$400. The building is a Township facility and as such is covered under our insurance, however, the Bromley Historical Society is responsible for content insurance. The facility is maintained by the Township.

People Consulted:

Acting Treasurer/Deputy Clerk

Recommendation for Council:

BE IT RESOLVED THAT Council pass By-Law 2022-45, being a by-law to enter into a renewal lease agreement with the Bromley Historical Society for the facility located at 498 Micksburg Road, Cobden ON.

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REPORT

Date: July 7, 2022
To: Council
Re: ICIP Amending Transfer Payment Agreement
From: Mitchell Ferguson

Background:

As Council will recall, the Township has a balance remaining (\$257,554) with respect to the ICIP Rural and Northern Funding Stream for the Capital Project that originated on Kennelly Road. Staff made application in 2020 to extend the original scope of the project to include a portion of South McNaughton Road. As those funds were spent, there was a balance remaining. Staff applied in 2022 to amend the project scope to extend the rehabilitation of South McNaughton Road, through the original project.

Discussion:

Staff have received the approval for project extension and scope amendment, as well as the Amending Transfer Payment Agreement. Staff have reviewed the Transfer Payment Agreement and are required to sign and submit it to the Ministry in order to submit expenditures associated with the project. The project description has been amended to as follows:

C.1.0 PROJECT DESCRIPTION

The project is for the reconstruction of approximately 3 km of Kennelly Road from County Road 5 to South McNaughton Road, and approximately 6.7 km of South McNaughton Road from County Road 5 to Dunfield Road. The work includes removing the old surface, correcting soft spots for improved horizontal and vertical alignment, new surface, increased shoulder width, pavement markings, culverts, ditching, drainage and brushing.

Recommendation:

WHEREAS subsection 302(2) of the Municipal Act, 2001 empowers the Minister, upon such conditions as may be considered advisable, to make grants and loans and provide other financial assistance to a municipality.

BE IT RESOLVED that the Council of the Township of Admaston/Bromley directs the Mayor and the Treasurer to enter into the Grant Agreement with Her Majesty the Queen in Right of Ontario, represented by the Minister of Infrastructure.

**AMENDING AGREEMENT NO. 1 TO A TRANSFER PAYMENT AGREEMENT FOR
THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
RURAL AND NORTHERN STREAM**

BETWEEN:

**Her Majesty the Queen in right of Ontario, as
represented by the Minister of Infrastructure**

(the “**Province**”)

- and -

The Township of Admaston/Bromley

*Otherwise known as
The Corporation of The Township of Admaston/Bromley*

(CRA# 878012525)

(the “**Recipient**”)

BACKGROUND

The Province, as represented by the Minister of Agriculture, Food and Rural Affairs, and the Recipient entered into an agreement under the Investing in Canada Infrastructure Program (ICIP): Rural and Northern Stream effective as of February 18, 2020 (the “**Agreement**”).

The Ministry of Infrastructure assumed responsibility for the Agreement from the Ministry of Agriculture, Food and Rural Affairs.

Section 4.1 of the Agreement provides for amendments to it if they are in writing.

The Parties wish to amend the Agreement in the manner set out in this amending agreement (the “**Amending Agreement No. 1**”).

CONSIDERATION

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree to amend the Agreement under this third amending agreement (the “**Amendment**”) as follows:

1. Capitalized terms used but not defined in this Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.
2. This Amending Agreement No. 1 is effective as of the date of signature of the last party to sign it.
3. Section C.1.0 of Schedule "C" of the Agreement is deleted and replaced with the following:

C.1.0 PROJECT DESCRIPTION

The project is for the reconstruction of approximately 3 km of Kennelly Road from County Road 5 to South McNaughton Road, and approximately 6.7 km of South McNaughton Road from County Road 5 to Dunfield Road. The work includes removing the old surface, correcting soft spots for improved horizontal and vertical alignment, new surface, increased shoulder width, pavement markings, culverts, ditching, drainage and brushing.

4. Except for the amendments expressly provided for in this Amending Agreement No. 1, all provisions in the Agreement will remain in full force and effect.
5. This Amending Agreement No. 1 may be signed in any number of counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument.
6. This Amending Agreement No. 1 may be validly executed electronically and the respective electronic signatures are the legal equivalent of manual signatures. The electronic or manual signature of a Party may be evidenced by one of the following means and transmission of this Amending Agreement No. 1 may be brought about as follows:
 - (i) a manual signature of an authorized signing representative placed in the respective signature line of this Amending Agreement No. 1 and it is scanned as a PDF file and delivered by email to the other Party;
 - (ii) a digital signature, including the name of the authorized signing representative is typed in the respective signature line of the First Amending Agreement, an image of a manual signature or an Adobe e-signature of an authorized signing representative, or any other digital signature of an authorized signing representative with the other Party's prior written consent, is placed in the respective signature line of this First Amending Agreement and it is delivered by email to the other Party; or
 - (iii) any other means with the other Party's prior written consent.

The Parties have executed this Amending Agreement No. 1 on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister of
Infrastructure

Date

p.p. Carlene Alexander, Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

CORPORATION OF TOWN OF THESSALON

Date

Name:
Title:

AFFIX
CORPORATE
SEAL

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

E-Mail Address – info@admastonbromley.com

613-432-2885 Stone Road Office
613-432-4052 Fax

613-432-3175 Stone Road Garage
613-646-7918 Cobden Road Garage

REPORT

Date: July 7th, 2022

To: Council

From: Mitchell Ferguson

Re: Adjustment of Taxes under Section 357/358 of the Municipal Act, 2001 c. 25

Background:

Under Section 357 of the Municipal Act, 2001 c.25, an application for an adjustment of taxes has been made by the following property owners and an assessment report has been received by MPAC.

Discussion:

Staff submitted an application for adjustment of taxes under section 357 on April 27th, 2022 on behalf of the property owner via the Municipal Property Assessment Corporation (MPAC) portal. Staff received the attached response from MPAC, recommending reducing the 2022 residential assessment from \$166,000 to \$30,000.

Roll number - 4742 042 010 14350 – 597 South McNaughton Road

Report on Tax Liability				
RTC/RTQ	Tax Realty Assessment Reduction	Tax Rate	Days	Amount of Tax Adjustment
RTEP	\$-136,000	0.01210212	255	-\$ 1,149.86

Financial Implications:

There will be a reduction of taxes for the 2022 year in the amount of:

Municipal (Township) = \$(641.90)

County = \$(362.59)

School Board = \$(145.37)

People Consulted:

CAO/Clerk

Municipal Property Assessment Corporation (MPAC)

Recommendation for Council:

BE IT RESOLVED THAT the application for an adjustment of taxes under section 357 submitted for roll number 4742 042 010 14350 to reflect the demolition of a residential dwelling demolished due to a fire on April 21st, 2022

AND FURTHER THAT the 2022 total taxes be reduced in the amount of \$1,149.86 for the property presented this date.

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s)

Roll number 4742-042-010-14350-0000
Property location 597 SOUTH MCNAUGHTON RD
Property description ADM CON 3 PT LOT 15 RP49R10043 PART 3
Municipality/Local taxing authority ADMASTON/BROMLEY TOWNSHIP

Application number

Application reason Demolition/Razed by Fire

Received date April 27, 2022

Claim relief period **From: April 21, 2022 - To: December 31, 2022**

Taxation year 2022

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2022
OWNR RU R T	182,600	166,000	166,000	166,000	166,000	166,000
Total	182,600	166,000	166,000	166,000	166,000	166,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2022
OWNR OT R T	33,000	30,000	30,000	30,000	30,000	30,000
Total	33,000	30,000	30,000	30,000	30,000	30,000

MPAC Remarks

MPAC confirmed SFD demolished due to fire April 21, 2022.

MPAC Representative: Janet Briscoe
Date: May 09, 2022

The Corporation of the Township of Admaston/Bromley

BY-LAW NO. 2022-45

**A BY-LAW TO PROVIDE FOR A LEASE WITH THE
BROMLEY HISTORICAL SOCIETY**

WHEREAS the Municipal Act, 2001, Section 107(2) (b), authorizes the Council of every Municipal Corporation to pass by-laws for the purpose of leasing property owned by the Corporation;

AND WHEREAS it is desirable to enter into a lease agreement with The Bromley Historical Society for the lease of lands and premises owned by the Township of Admaston/Bromley;

NOW THEREFORE the Council of the Corporation of the Township of Admaston/Bromley hereby enacts as follows:

1. The lease agreement marked as Schedule 'A' attached to and made part of this by-law shall constitute an agreement between the Corporation of the Township of Admaston/Bromley, Landlord, and The Bromley Historical Society.
2. That the Mayor and Clerk are hereby empowered to do and execute all things, papers, and documents necessary to the execution of this by-law.
3. That By-Law 2017-48 is repealed in its entirety.
4. That this by-law shall come into force and take effect upon the passing thereof.

READ a first and second time this 7th day of July 2022

READ a third time and finally passed this 7th day of July 2022

Mayor

CAO/Clerk

Schedule 'A'

LEASE

BETWEEN

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY
477 Stone Road, R. R. #2, Renfrew, Ontario K7V 3Z5
(hereinafter called "The Township")

and

THE BROMLEY HISTORICAL SOCIETY
(hereinafter called "The Society")

WHEREAS the Township is the owner of the land and premises described in Appendix "B" (hereinafter called "The Leased Premises");

AND WHEREAS the parties have agreed that the Township shall lease the leased premises to the Society on the terms and conditions as hereinafter set out;

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Lease, the Township and the Society agree as follows:

LEASE AND PREMISES

1. The Township hereby leases to the Society for the term set out below the leased premises.

TERM

2. The term of the Lease commences on the 5th day of July 2022 and, unless extended under Section 9, ends on the 5th day of July 2027.

RENT

3. The Society shall pay annual rent of ONE (\$1.00) DOLLAR payable on the 1st day of each year of the Lease.

UTILITY CHARGES AND MAINTENANCE

4. The Township hereby covenants and agrees that, so long as the Lease is in effect the Township will pay all hydro costs; will maintain the grounds; and will keep a policy of insurance for the building in place.

MAINTENANCE BY THE SOCIETY

5. The Society shall maintain and keep the building located on the leased premises in good and substantial repair at all times.

IMPROVEMENTS

6. With the consent of the Township, the Society shall make improvements, additions or alterations on or to the leased premises.

QUIET ENJOYMENT

7. The Township covenants with the Society for quiet enjoyment.

USE OF PREMISES

8. The Society shall use the premises for a Historical Society.

RIGHT OF RENEWAL

9. When not in default hereunder the Society shall upon six (6) months written notice to the Township have the right to renew the Lease for a further term of five (5) years upon the same terms and conditions as hereinafter set out save and except that it shall not have a further right of renewal.

OPTION TO PURCHASE

10. The Township hereby gives to the Society the right to purchase the leased premises upon the expiry of the existing Lease or the expiry of the renewal period for a sum of ONE (1) DOLLAR. In order to exercise the option, the Society must give the Township notice in writing six (6) months prior to the exercise of the option of its purchase, all costs of the transfer including legal fees and any survey costs shall be borne by the Township.

INDEMNITY

11. The Society hereby agrees to indemnify and save harmless the Township from and against all losses, costs, damages and expenses whatsoever in connection with or arising out of the existence of this Lease, except losses, costs, damages or expenses that the Township may suffer, sustain, pay or incur as a result of its own negligence or willful misconduct or those of persons for whom it is in law responsible, and this liability to indemnify shall survive the termination or expiry of the Lease.

DEFAULT

12. If the Society shall fail to observe or perform any of its covenants or agreements contained in this Lease, then in each such case, as often as the same may happen, and notwithstanding any previous waiver, the Township may give the Society written notice of such default requiring that the Society to remedy the default within a period of thirty (30) days from the receipt of such notice. If the Society shall fail to remedy the default within the said thirty (30) day period, then the Township shall be entitled to terminate this Lease upon ten (10) days written notice to the Society, and upon the expiration of the said ten (10) day period, this Lease and the term shall forthwith become forfeited and terminated.

OWNERSHIP OF BUILDINGS AND IMPROVEMENTS

13. The parties hereby agree that during the term and after expiry or earlier termination of the term of the Lease, all buildings and structures on the leased premises shall be and remain the sole and exclusive property of the Township including any improvements made by the Society.

NOTICES

14. Either party may terminate this lease on 30 days' written notice to the other. Any notices to be given under this Lease shall be given in writing and delivered or mailed by registered prepaid mail to the parties at their respective address set out on Page 1 of this Lease or at such other address as either party may designate to the other by notice in writing. If a notice is mailed as aforesaid it shall be deemed to have been given on the fourth day following the date of such mailing.

ASSIGNMENT AND SUBLETTING

15. The Society may not assign this Lease or sublet the leased premises without leave or consent of the Township. Subject to the other provisions herein this Lease shall ensure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF THE TOWNSHIP OF ADMASTON/BROMLEY has
executed this Agreement at the Township of Admaston/Bromley in the County of
Renfrew on the 7th day of July 2022

TOWNSHIP SEAL

Mayor

CAO/Clerk

IN WITNESS WHEREOF THE SOCIETY has executed this Agreement at the
_____ in the County of Renfrew on the
_____ day of _____, 2022

Witness

Chair

Witness

Secretary-Treasurer

APPENDIX "A"

THE LEASED PREMISES

Osceola Municipal Building

498 Micksburg Road

R. R. #4

Cobden, Ontario

KOJ 1KO

**THE CORPORATION OF THE
TOWNSHIP OF ADMASTON/BROMLEY**

BY-LAW NUMBER 2022-46

A By-law to amend By-law Number 2004-13 of the Corporation of the Township of Admaston/Bromley, as amended.

PURSUANT TO SECTION 34 OF THE PLANNING ACT, R.S.O., 1990, c.P. 13, THE TOWNSHIP OF ADMASTON/BROMLEY HEREBY ENACTS AS FOLLOWS:

1. THAT By-law Number 2004-13, as amended, be and the same is hereby further amended as follows:

(a) By adding the following new sections to Section 2.0 Definitions, and by renumbering the remaining subsections of section 2.0 accordingly:

“AIR FILTRATION SYSTEMS” means a system designed, approved and implemented in accordance with a license issued by Health Canada as part of its requirements under the Cannabis Act, for the purposes of controlling emissions, including odour, or a licensed cannabis cultivation and production facility.

“CANNABIS – LICENSED CULTIVATION AND PRODUCTION FACILITY” means any building or structure, licensed and/or authorized to grow, possess, sell, provide, ship, deliver, transport, destroy, test, produce export and/or import cannabis for medical or non-medical purposes, including related research as defined in applicable Federal Regulations as amended from time to time. For the purpose of describing a licensed cannabis cultivation and production facility, cultivation refers to the growing of cannabis, whereas production refers to the processing and producing of cannabis and cannabis related products.

“SECURITY FENCE” means fencing that is required by Health Canada as part of its license requirements under the Cannabis Act.”

(b) By adding the following new section to Section 3.0 General Provisions, immediately following subsection 3.32:

“3.33 LICENSED CANNABIS PRODUCTION FACILITY”

3.33.1 Separation Distance

The following reciprocal separation distance shall be applied between a licensed cannabis production facilities to any residential, commercial, institutional or open space use/zones.

	Reciprocal Setback (minimum)
A cannabis production and cultivation facility with a total gross floor area less than 7,000 square metres and with an air treatment control system	150 m
A cannabis production and cultivation facility with a total gross floor area greater than 7,000 square metres and less than 10,000 square metres and with an air treatment control system	200 m
A cannabis production and cultivation facility with a total gross floor area greater than 10,000 square metres and with an air treatment control system	250 m
A cannabis production and cultivation facility of any size where an air treatment control system is not provided	300 m

door storage is prohibited

3.33.3 Where permitted as an agricultural use (in the rural and agricultural zones) the following provisions apply to a licensed cannabis cultivation and production facility:

1. Minimum Lot Frontage 100 m
 2. Minimum Lot Area 8 Ha
 3. Minimum Yard requirements for buildings and structures
 - i. Front Yard 75 m
 - ii. Exterior Side Yard 75 m
 - iii. Interior Side Yard 75 m
 - iv. Rear Yard 75 m
 4. Maximum Building Height 11 m
 5. In an Agriculture Zone, the maximum gross floor area of a licensed cannabis cultivation and production facility shall be 500 square metres.
 6. In an Agriculture Zone, the maximum amount of land to be utilized for buildings (including greenhouses), structures, parking areas shall be 1 ha.
 7. A security fence associated with a licensed cannabis cultivation and production facility shall be setback a minimum of 10 metres from all lot lines.
 8. All loading spaces must be located in a wholly enclosed building.
 9. Existing structures may not be converted or retrofitted for a licensed cannabis cultivation and production facility.
2. THAT save as aforesaid all other provisions of By-law 2004-13, as amended, shall be complied with.
 3. This by-law shall come into force and take effect on the day of final passing thereof.

This By-law given its FIRST and SECOND reading this _____ day of _____, 2022.

This By-law read a THIRD time and finally passed this _____ day of _____, 2022.

MAYOR

CORPORATE
SEAL OF
MUNICIPALITY

CAO/Clerk

ACTION TRACKING LIST

	Updated Information
	NEW

Date	Item	Assigned To	Due Date	Current Status
October 2021	UPDATE Asset Management Plan	Acting Treasurer/Deputy Clerk	2022	Staff have been involved in facility inspections with consultant.
June. 2020	Ministry appointment of PSB Member	Clerk	Nov. 2022	The new changes will not happen until after the election and a new term has begun.
September. 2020	Cannabis Growth	Clerk	Oct. 2022	Public Meeting for Amendment to Zoning By-law to include Cannabis - May 5, 2022
October. 2020	Fencing By-Law	Clerk/CBO	Dec. 2022	Look into updating the fencing by-law.
November. 2020	LEG report to Committee	Clerk	continuing	The Clerk is provide Council with Regular updates.
October 2021	Admaston Public School - Gym Use	Acting Treasurer/Deputy Clerk	December 2022	Investigate community use of the facility. Find old agreement and contact the RCDSB to verify agreement and develop procedure for booking.
October 2021	Forced Roads	Clerk	On-Going - 2022	Staff are to investigate a policy for the assumption of forced roads.

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW No. 2022-47

**A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF ADMASTON/BROMLEY
AT THE COUNCIL MEETING HELD JULY 7, 2022.**

WHEREAS Subsection 5(1) of the Municipal Act, 2001, S.O. 2001, Chapter 25, as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(3) of the said Municipal Act provides that the powers of every Council are to be exercised by by-law;

AND WHEREAS it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Township of Admaston/Bromley at this meeting be confirmed and adopted by by-law;

THEREFORE the Council of the Township of Admaston/Bromley enacts as follows:

1. That the actions of the Council at its meeting held on the 7th day of July, 2022 and in respect of each motion, resolution and other action passed and taken by the Council at its said meetings, is, except where the prior approval of the Ontario Municipal Board or other body is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this by-law.
2. That the Head of Council and proper officers of the Corporation of the Township of Admaston/Bromley are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain appropriate approvals where required, except where otherwise provided, and to affix the Corporate Seal of the Corporation of the Township of Admaston/Bromley to all such documents.
3. That this By-Law shall come into force and take effect upon the passing thereof.

READ a first and second time this 7th day of July 2022.

READ a third time and finally passed this 7th day of July 2022.

Mayor

CAO/Clerk