

Township of Admaston/Bromley
First Monthly Meeting
Thursday, April 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 [March 17, 2022](#)
6. Delegations and Guests
7. **Planning and Economic Development Committee** – Chair Bob Hall, Committee Member Kevin LeGris
 - 7a [Temporary Use Agreement](#)
 - i. [Letter to Township – Temporary Use Request](#)
 - 7b [Site Plan Control By-Law Report](#)
 - i [Site Plan Control Application](#)
 - ii [By-Law to enter into a Site Plan Agreement](#)
 - iii [Site Plan Agreement Template](#)
8. **Community Service Committee** – Chair Kevin LeGris, Committee Member Bob Hall
 - 8a
9. **Operations Committee** Chair Robert Dick, All of Council
 - 9a [Boundary Road Agreement with Horton Report](#)
 - i Schedule A – [Golf Course Road](#)
 - ii Schedule B – [McBride Road](#)
 - iii Schedule C – [Blackburn Road](#)
10. **Waste Management Committee** – Chair Michael Donohue, All of Council
 - 10a
11. **Finance and Administration Committee** - Chair Michael Donohue, All of Council
 - 11a [Right to Disconnect Policy Report](#)
 - i [Right to Disconnect Policy](#)

- 11 b [Council Remuneration and Expenses](#)
- 11 c [Local Board Remuneration and Expenses](#)

12. **Protective Services Committee** – Chair Mike Quilty, Committee Member Robert Dick

- 12a Acting Chief's Report – [January to March 2022](#)
- 12b Douglas Fire Committee Minutes – [December 2021](#)
- 12c [Fire Hall Expansion Report](#)
 - i [RFQ for Fire Hall Garage](#)
- 12 d Police Services Board Minutes – [October 2021](#)

13. **County of Renfrew** – Mayor Michael Donohue

13a

14. **By-Laws**

- 14a [2022-25](#) Boundary Road Agreement - Horton
- [2022-26](#) Site Plan Control By-Law
- [2022-27](#) Amend Fees & Charges By-Law
- [2022-28](#) Enter into an Agreement with Michael Kelly

15. Old Business

15a [Action Tracking List](#)

16. New Business

16a

17. Closed Session

17a

18. Confirmatory By-Law

18a [2022-29](#) 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

[Nominations for Senior, Citizen and Youth of the Year](#) – will be awarded on Canada Day 2022

Resolution Concerning Abandoned Cemeteries – Mississippi Mills

Township of Admaston/Bromley
Second Monthly Meeting

Council met for their second monthly meeting on Thursday March 17, 2022. Present were Mayor Michael Donohue, Deputy Mayor Mike Quilty and Councilors Robert Dick, Bob Hall, and Kevin Legris.

Staff Members present were CAO/Clerk Jennifer Charkavi, Acting Treasurer/Deputy Clerk Mitchell Ferguson, Acting Roads Superintendent, Steve Visinski and Administrative Assistant, Meagan Jessup.

County of Renfrew Representatives present were Bruce Howarth and Lindsay Bennett.

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

Mayor Donohue called the Meeting to Order at 7:34 pm. A moment of silence followed.

Agenda Item 3 – Approval of Agenda

Resolution No. 14/03/22

Moved by: Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED that Council approve the March 17, 2022, Council Meeting Agenda.

Carried

Agenda Item 4 – Disclosure of Pecuniary Interest

None.

Agenda Item 5 – Minutes

Resolution No. 15/03/22

Moved by Robert Dick, seconded by Mike Quilty

BE IT RESOLVED that Council adopt the following meeting Minutes:

- March 3, 2022, Regular Council Meeting.

Carried

Agenda Item 6 – Delegations and Guests

None.

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

7a Building and Sewage Report

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

Resolution No. 16/03/22

Moved by Bob Hall, seconded by Kevin LeGris

BE IT RESOLVED THAT Council accepts the January Building and Sewage report as information.

Carried

7b Cannabis Recommendations Report

Bruce Howarth and Lindsay Bennett from the County of Renfrew, Planning Department, joined virtually to discuss the following Cannabis Recommendations Report. They went over the proposed amendments and the draft report. One of the major concerns was the odour. This could be a nuisance for those ratepayers who live around cannabis operations. They also noted that there are reasonable setbacks for odor within the recommendations. Controlled nuisance would be a separate by-law, however they are difficult to enforce as everyone has different odour sensitivities. Under Health Canada, the cannabis operation must have compliance with standards regarding odour and lighting. After some discussion regarding the zoning and questions the following resolution was passed:

Resolution No. 17/03/22

Moved by Bob Hall, seconded by Kevin LeGris

BE IT RESOLVED THAT Council receive the County of Renfrew's Cannabis Operations Study Recommendations Report;

AND BE IT FURTHER RESOLVED THAT Council direct the County of Renfrew Planning Division and Township staff to incorporate the Cannabis Operations recommendations into the Township of Admaston/Bromley's Zoning By-Law and begin the process of notification of such.

Carried

Lindsay Bennett and Bruce Howarth left the meeting at 8:22 p.m.

7c Site Plan Control By-Law Report

Resolution No. 18/03/22

Moved by Bob Hall, seconded by Kevin LeGris

BE IT RESOLVED THAT Council receive and review the draft Site Plan Control By-Law to be returned to the April 7, 2022, Council meeting for approval.

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 February Public Works Report

The Acting Public Works Superintendent, presented the report to Council. The Public Works Department noted that they have been steaming more culverts than in recent years. After some brief discussion, the following resolution was passed:

Resolution No. 19/03/22

Moved by Robert Dick, seconded by Mike Quilty

BE IT RESOLVED THAT Council accept the Public Works February 2022 Report as information.

Carried

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

10a Update on Osceola Expansion Report

Mayor Donohue presented the report to Council. It was noted that the Waste Management By-Law needs to be reviewed as Admaston/Bromley has no limit on garbage disposal (not controlled). The idea of bag tags or bags from the municipality would be made available to residents. Perhaps the idea of fees and penalties for non-compliance – to make sure only Admaston/Bromley residents are using the landfills.

If the Township is unsuccessful in receiving the expansion at the Osceola Landfill, an alternate plan will have to be discussed. After some discussion the following resolution was passed:

Resolution No. 20/03/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council receive this update on the Osceola Expansion Application as information;

AND BE IT FURTHER RESOLVED THAT Council direct staff to bring back a draft Waste Management By-Law to a future Waste Management Committee meeting that will have measures in place to ensure the longevity of the Osceola Landfill including fees for garbage over and above the allotted amount and penalties for non-compliances.

Carried

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

11a Municipal Government Wayfinders Ltd. Agreement Report

The Acting Treasurer/Deputy Clerk presented the report to Council. The following resolution was passed.

Resolution No. 21/03/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council approve By-Law 2022-23, being a by-law to authorize the Mayor and CAO/Clerk to enter into an agreement with Municipal Wayfinders Ltd. for consulting services for an organizational review.

Carried

11b Employee Assistance Program

The Acting Treasurer/Deputy Clerk presented the report to Council. It was noted that after the last few years it is good for employees to focus on their mental health. This would be a great program to have. After some discussions the following resolution was passed:

Resolution No. 22/03/22

Moved by Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED that Council approve adding the Cowan Employee Assistance Program through Homewood Health to the existing benefits provided for Township of Admaston/Bromley employees and Council members.

Carried

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

12a Email from Renfrew OPP – Freedom Convoy Costs

Resolution No. 23/03/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that Council accept the Email from Renfrew OPP – Freedom Convoy Costs as information.

Carried

Agenda Item 13 – County of Renfrew Mayor Michael Donohue

13a County Council Summary - February

Resolution No. 24/03/22

Moved by Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED that Council accept the County of Renfrew – County Council Summary Report for February as information.

Carried

Agenda Item 14 – By-Laws

Resolution No. 25/03/22

Moved by Robert Dick, seconded by Mike Quilty

BE IT RESOLVED THAT the Council approve the following by-laws:

- Agreement with Municipal Government Wayfinders Ltd. 2022-23

Carried

Agenda Item 15 – Old Business

15a Action Tracking List

CAO/Clerk Charkavi presented the Action Tracking Report to Council. There were no new updates. The following resolution was passed:

Resolution No. 26/03/22

Moved by Robert Dick, seconded by Mike Quilty

BE IT RESOLVED THAT Council accepts the Action Tracking report as information.

Carried

Agenda Item 16 – Closed Session

16a Employee Negotiations

Administrative Assistant, Meagan Jessup, left the Council Chambers at 9:02 p.m. The following resolution was passed:

Resolution No. 27/03/22

Moved by Bob Hall, seconded by Kevin LeGris

BE IT RESOLVED THAT Council move into a Closed Session at 9:06 p.m. as per section 239(b) of the Municipal Act - *personal matters about an identifiable individual, including municipal or local board employees.*

More specifically to discuss employee negotiations.

Carried

Resolution No. 28/03/22

Moved by Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED that Council approve the steps increase recommended by the CAO/Clerk and the Acting Public Works Superintendent for a Machine Operator, effective March 4, 2022.

Carried

Agenda Item 17 – New Business

None.

Agenda Item 18 – Confirmatory By-Law

18a By-law 2022-24 being a by-law to confirm proceedings of Council Meeting

Resolution No. 29/03/22

Moved by Kevin LeGris, seconded by Bob Hall

BE IT RESOLVED that By-Law 2022-24, being a By-law to confirm the Proceedings of Council of the Township of Admaston/Bromley at the meeting held March 17, 2022, be now numbered, deemed read three times and passed.

Carried

Agenda Item 19 – Question Period

None.

Agenda Item 20 – Adjournment

Resolution No. 30/03/22

Moved by Mike Quilty, seconded by Robert Dick

BE IT RESOLVED that the Thursday, March 17, 2022, Township of Admaston/Bromley Council meeting be adjourned at 9:12 p.m.

Carried

Mayor

CAO/Clerk

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: March 17th, 2022
To: Council
From: Mitchell Ferguson
Re: Temporary Use Agreement

Background:

A request to keep an existing dwelling onsite while the construction of a new dwelling is taking place, was provided to the Township from Mr. Kelly. The current zoning By-Law does not permit two (2) dwellings on a lot at the same time. However, entering into an agreement to permit it while the new building is being constructed would allow for the applicant to proceed with their application and construction. The draft agreement provided would require the applicant to demolish the pre-existing dwelling upon issuance of an occupancy permit for the new dwelling.

Financial Implications:

None at this time.

People Consulted:

Chief Building Official
CAO/Clerk

Recommendation for Council:

BE IT RESOLVED that Admaston/Bromley Council approve By-Law 2022-24, being a By-Law to authorize the Township to enter into an agreement with Michael Kelly to permit an existing dwelling to remain onsite while a new dwelling is being constructed.

March 16, 2022

Admaston-Bromley Township

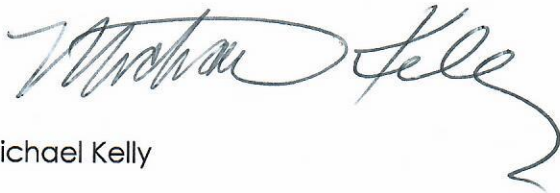
Subject: Request to replace old home with a new home build – 58 Dragonfly Way

To who this may concern,

I am writing to request approval to replace the current home at 58 Dragonfly Way with a new build in close proximity of the current home, respecting set-back rules. The current property is about 100 acres. The new home would tie into existing well and septic. The septic system has been professionally evaluated and is in working order. The new build would be a 2 bedroom bungalow of 900 to 1100 sq. ft.

The current home would be torn down once new home is approved for occupancy.

Thank you,

A handwritten signature in cursive script, appearing to read "Michael Kelly". The signature is written in dark ink and has a long, sweeping tail that extends downwards and to the right.

Michael Kelly

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: April 7th, 2022
To: Council
From: Jennifer E. Charkavi
Re: Site Plan Control By-Law

Background:

Council received a report concerning a Site Plan Control By-Law for the township at the March 17, 2022 Council meeting. At that meeting the Renfrew County Planning Division provided information on a Site Plan Control By-law and answered questions. Council was to review the by-law and pose any questions concerning it to the CAO/Clerk.

Discussion:

Section 41 of the Planning Act, permits a Council of a municipality to by by-law, where in an Official Plan an area is shown or described as a proposed site plan control area to designate the whole or part of any part thereof as a site plan control area.

The Township of Admaston/Bromley is within the County of Renfrew's Official Plan. Section 17.5 of the County of Renfrew's Official plan states that Pursuant to the Site Plan Control provisions of the Planning Act, the whole of the County is designated as a proposed Site Plan Control Area.

Site plan control is a mechanism used to control design features of residential, commercial, industrial and institutional developments. Provisions for such features as off-street parking and loading, walkways, lighting, buffering, garbage storage, grading, stormwater facilities, outdoor storage, landscaping, exterior façade, and other features can be addressed.

Within a Site Plan Control Area the Council of a municipality may require site plans, drawings and/or agreements to ensure the provisions of all or any of the matters described in Section 41 of the Planning Act, including matters relating to exterior design, and facilities for accessibility for people with disabilities. With respect to exterior design,

site plan control may address the character, scale, appearance and design features of buildings and their sustainable designs as well as sustainable design elements on the adjoining street (landscaping, permeable pavement materials, street furniture, curb ramp, waste and recycling containers and bicycle parking facilities.)

The site plan control by-law is required to ensure that the municipality has the tools required to work with developers and for the requirement of development agreements that can be used for items such as road and waste agreements.

Documents such as a By-Law to approve a Site Plan Agreement and an agreement are attached for council information.

Financial Implications:

The County Planning Division fee for Site Plan Agreements is \$500, it has been suggested that the Township of Admaston/Bromley charge \$500 for their staff time and resources as well, this will bring the total cost up to \$1000 for a Site Plan Agreement. A review of neighbouring municipalities' fee for site plan applications provided below:

Town of Renfrew \$1400
 Township of Bonnechere Valley \$600
 Township of Horton \$500
 Township of McNab/Braeside \$750
 Township of Whitewater \$800

In addition, a deposit will be required for a PEER REVIEW FEE. All engineering peer review fees are payable by the applicant. An engineering peer review fee deposit of \$3,000.00 must be submitted at the time of application. Subsequent deposits will be required based on estimated review costs. No review will occur without deposits in place. Surplus fees from the \$3000 will be returned to the applicant upon completion of the project.

A By-Law Amending the Township's Fees & Charges to include Site Plan Applications is also attached for approval.

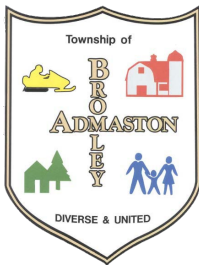
People Consulted:

Acting Treasurer/Deputy Clerk
 County of Renfrew Planning Division

Recommendation for Council:

BE IT RESOLVED THAT Council approve the Site Plan Control By-law;

AND BE IT FURTHER RESOLDVED THAT Council approve the fee of \$1000 for a Site Plan Agreement.



Application for Site Plan Control

Section 41 of the *Planning Act*, R.S.O. 1990, as amended

The submission of an application to the municipality for site plan control is provided for in the Ontario Planning Act. This form must be submitted and accompanied with the required fee, site plan drawing(s), and supporting documents, prior to consideration by Council.

It is the responsibility of the applicant or agent to make sure the application is complete, accurate and clearly identifies the required elements. Staff are not permitted to complete the form. Failure to provide all of the required information may result in processing delays of the application.

This information sheet is to assist persons in completing the application. Please contact the Township should you require clarification on the application. For a complete reference to the planning process, please consult the Planning Act.

A pre-consultation meeting is required with staff prior to the submission of the application.

Application Fee

Application for Site Plan Control	\$1,000.00
Request to Amend Registered Site Plan Agreement	\$550.00
Request for Release of Registered Site Plan A	\$300.00

Fees are paid at the time of application, by cheque payable to "Township of Admaston/Bromley".

All engineering peer review fees are payable by the applicant. An engineering peer review fee deposit of **\$3,000.00** must be submitted at the time of application, by cheque payable to "Township of Admaston/Bromley". Subsequent deposits will be required based on estimated review costs. No review will occur without deposits in place. Surplus fees will be returned to the applicant upon completion of the project.

Note: The fees prescribed herein do not include extra meetings, the processing of objections or any functions relating to an Ontario Land Tribunal hearing. Prior to undertaking any of these matters, the applicant shall enter into an agreement with the Municipality wherein the applicant agrees to reimburse the municipality in accordance with the fees established at that time. The municipality will only require an agreement for costs relating to an Ontario Land Tribunal hearing when the municipality is a proponent of the application.

Plan(s) Required

Every application must be accompanied by an accurate drawing(s) including all the information requested in Schedule A - Drawing Requirements for Site Plan Control.

Application Submission

The submission of this application must be accompanied with the technical drawing(s), supporting information, and required fee. The owner of the land, or the applicant, shall complete the following application form and the owner's authorization/declaration and submit along with the necessary documents to: Township of Admaston/Bromley, 477 Stone Road, Renfrew, ON K7V 3Z5 Phone: (613) 432-2885 or Email: info@admastonbromley.com

Collection of Information

Personal information on the following forms is collected under the authority of the Planning Act and will be used by the Township of Admaston/Bromley in the processing of applications. The information may be used by other departments and agencies for the purpose of assessing the proposed development and for preparing comments to the Township. This information may also be released to the public. Questions about the collection of this information should be directed to the Clerk's Department.

General Contact Information

Administrative Assistant	613-432-2885	admin@admastonbromley.com
Chief Building Inspector	613-432-2885	cbo@admastonbromley.com
Fire Chief	613-432-2885	info@admastonbromley.com
Public Works Superintendent	613-432-2885	roads@admastonbromley.com
CAO/Clerk	613-432-2885	cao@admastonbromley.com

County of Renfrew - Planning Division 613-735-7288 Toll Free: 1-800-273-0183

Procedures for Processing an Application

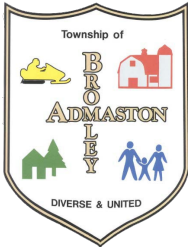
Pre-Application:	The applicant pre-consults with the Township's Planner to determine application requirements and related issues and concerns. This pre-consultation may require involvement of other municipal departments and local agencies.
Application Submission:	The Township receives the complete application, technical drawing(s), supporting information, and required fee. The Township's Planner will determine if the application is deemed complete.
Application Circulation:	<p>The application is circulated to other municipal departments, local agencies, and external peer reviewer for comments. If changes are required, the applicant is notified. A red-lined copy and comments are provided to the applicant.</p> <p>Dependent on the extent of comments provided, circulation of the amended application may be required.</p>
Draft Agreement and Report to Council:	<p>Staff prepare a draft site plan agreement incorporating all comments received and amended site technical drawings, if applicable. The Township's Planner prepares a planning report to be presented to Council at its next regular meeting. The municipality under the Planning Act (Section 41(7)) may impose conditions on a development before approval is given.</p> <p>Council reviews the application and report. If the application is acceptable, Council will adopt a by-law authorizing the Mayor and Clerk to enter into a site plan agreement with the property owner.</p>
Site Plan Execution:	<p>Staff make any necessary amendments to the agreement in consultation with the CAO/Clerk and Township solicitor. The value of securities are provided by the applicant for inclusion in the site plan agreement.</p> <p>The agreement is executed by both parties and forwarded to the Land Registry Office for registration on title. The cost of registration is the responsibility of the applicant. A building permit can be issued once proof of registration of the agreement is provided to the Township.</p>
Appeal Period:	Upon completion of site works, staff will confirm compliance with the approved site plan and make recommendations for return of securities. Where certain site conditions have been designed by an engineer, that professional will be required to verify in writing the compliance of those conditions with the approved plan.

Appeal: An appeal to the Ontario Land Tribunal may be made if the municipality fails to approve the plans within thirty (30) days of submission of the complete application or if the applicant/owner is dissatisfied with the conditions imposed by the municipality.

I have read and understand the application process and understand my role within it.

Signature

Date



Date Accepted _____

File No. _____

Application for Site Plan Control

Section 41 of the *Planning Act*, R.S.O. 1990, as amended

Part 1 – Contact Information

1. Applicant/Property Owner Information

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

2. Agent Information

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

3. Solicitor Information

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Correspondence should be sent to:

Property Owner

Agent

Solicitor

4. Please identify the names and address of the holder of any mortgages, charges or other encumbrances on the subject land(s).

Part 2 – Property Information

1. Address and Legal Description

Civic Address: _____

Roll Number: _____

Geographic Twp: _____

Concession/Lot: _____

Registered Plan: _____

Block/Lot No.: _____

2. Property Description Subject to Site Plan Agreement

Frontage Road (m): _____

Frontage Water (m): _____

Area (ha): _____

Depth (m): _____

3. Easements or Restrictive Covenants

4. Date the subject lands were acquired by owner:

5. Type of Development (check applicable):

- | | | |
|--------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> Residential | <input type="checkbox"/> Commercial | <input type="checkbox"/> Institutional |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Mixed Use: | _____ |

If residential, is use to be a condominium (check applicable):

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

6. Are the subject land(s) currently vacant?

- | | |
|------------------------------|-----------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|------------------------------|-----------------------------|

7. Indicate how water is supplied to the subject lands (check applicable):

- | | | |
|---|---|---|
| <input type="checkbox"/> Publicly owned and operated piped water system | <input type="checkbox"/> Privately owned and operated communal well | <input type="checkbox"/> Privately owned and operated individual well |
| <input type="checkbox"/> Lake or waterbody | <input type="checkbox"/> Other means: | _____ |

8. Indicate how sewage disposal is provided to the subject lands (check applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> Publicly owned and operated piped sanitary system | <input type="checkbox"/> Privately owned and operated communal septic | <input type="checkbox"/> Privately owned and operated individual septic |
| <input type="checkbox"/> Privy/Outhouse | <input type="checkbox"/> Other means: | _____ |

9. Storm drainage is provided by (check applicable):

- | | | |
|----------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Sewers | <input type="checkbox"/> Swales | <input type="checkbox"/> Not Applicable |
| <input type="checkbox"/> Ditches | <input type="checkbox"/> Other means: | _____ |

10. Official Plan Designation and Zoning:

Zoning: _____ Official Plan: _____

11. Building Information:

Total Area of Site: _____ Total Area of Building(s): _____

Total Gr. Floor Area of Building(s): _____ % of Site Covered by Building(s): _____

Number of Storeys: _____ Height: _____

Number of Residential Units: _____ Density (Number of units per Ha): _____

12. Previous Site Plan Agreements

Date _____ File No. _____

13. Previous uses – has there been an industrial or commercial use on the subject land (gas or petroleum storage or contaminated lands)

Yes No

14. Number of Dwelling Units by Type (if applicable):

Bachelor: _____ 1 Bedroom: _____ 2 Bedroom: _____

3 Bedroom: _____ 4 Bedroom: _____

15. Type of use by Storey:

1- _____ 2- _____

3- _____ 4- _____

16. Parking, Loading and Landscaped Areas:

Number of Parking Spaces: _____ Number of Loading Spaces: _____

Landscape Area (%): _____ Paved Area (%): _____

17. Snow and Garbage Removal:

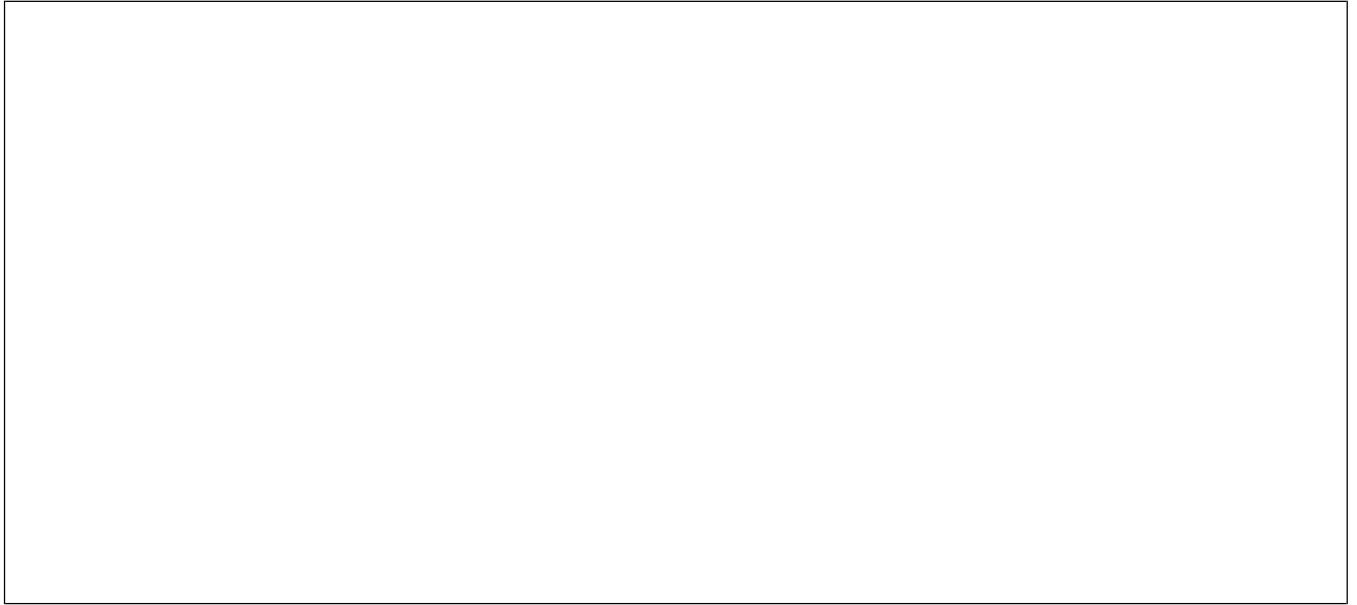
Method of Snow Removal: _____

Method of Garbage Removal: _____

Method of Garbage Storage: _____

Other Special Facilities Provided: _____

18. Description of Project/Additional Information:



Part 3 – Authorization, Permission and Declaration

1. Authorization for Agent (if applicable)

I/We, the undersigned, being the registered property owners of the subject land, authorize an agent for the purpose of submitting an application and acting on my/our behalf in relation to said application.

Name of authorized agent:

Signature of Property Owner(s)

Date

2. Permission to Enter Subject Land

For the purposes of this application, the Owner/Applicant/Agent grants permission to the members of the Council and relevant staff to enter upon the said property for inspection purposes, during normal and reasonable working hours. The Owner will not be held responsible or liable if any accident or injury occurs.

Signature of Property Owner/Agent

Date

3. Acknowledgement of Additional Requirements

I/We, the undersigned, do acknowledge the potential need for additional studies and/or legal review may be required by the municipality as a part of the review of my/our application. Should the need arise, I/we are responsible for completing the studies as requested in order for the application to be deemed complete and review to proceed. If other documentation/supporting material becomes necessary, you will be contacted and this information must be submitted prior to your application proceeding.

Signature of Property Owner/Agent

Date

4. Declaration of Prescribed Information (must be signed in the presence of a Commissioner)

I/We, _____, of the _____ do solemnly declare that all of the above statements contained in the application are true and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under Oath and by virtue of the *Canada Evidence Act*.

Sworn (or declared) before me at the _____ this _____ day of _____.

Signature of Property Owner/Agent

Signature of Commissioner of Oaths

5. Agreement to Indemnify (must be signed in the presence of a Commissioner)

The applicant hereby agrees to indemnify and save harmless the Township of Admaston/Bromley ("the Municipality") from all costs and expenses that the Municipality may incur in connection with the processing of the Application for approval under the Planning Act.

Without limiting the foregoing, such costs and expenses will include all legal, engineering, planning, advertising and consulting fees and charges incurred or payable by the Municipality to process the Application together with all costs and expenses arising from or incurred in connection with the Municipality being required, or requested by the applicant, to appear at the hearing of any appeal to the Ontario Land Tribunal from any decision of the Council or Committee of Adjustment, as the case may be, approving the applicant's Application.

The Owner/Applicant/Agent further agrees to provide the municipality, upon request and in cases where an application has been appealed to the Ontario Land Tribunal, with a deposit (over and above the normal application fee), from which the Municipality may, from time to time charge any fees and expenses incurred by the Municipality in order to process the application. If such appeal expenses exceed the deposit, the Owner/Applicant shall pay the difference forthwith upon being billed by the municipality, with interest at the rate of 1.25% per month on accounts overdue more than 30 days.

The applicant acknowledges and agrees that if any amount owing to the Municipality in respect of the Application is not paid when due, the Municipality will not be required to process or to continue processing the Application, or to appear before the Ontario Land Tribunal in support of a decision approving the Application until the amount has been paid in full.

The applicant further acknowledges and agrees that any amount owing by the applicant to the Municipality is, when due, a debt of the applicant and the Municipality may, in addition to any other remedies available to it at law, recover the amount owing together with interest from the applicant by action.

Sworn (or declared) before me at the _____ this _____ day of _____
_____.

Signature of Property Owner/Agent

Signature of Commissioner of Oaths

Schedule A – Drawing Requirements for Site Plan Control

- The applicant must provide three (3) copies of the site plan drawings, should hard copies be requested.
- If the plans are large, one (1) reduced copy (11" x 17") must also be provided.
- Site plan drawings must be legible and submitted as separate site plans (i.e. site plan, site grading & site servicing plan, landscape plan).

To be included on all drawings:

- The boundaries and dimensions of the subject land;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating the distance of the buildings or structures from the front yard lot line, rear yard lot line, and the side yard lot lines;
- The approximate location of all natural and artificial features on the subject land and on the land adjacent to the subject land that, in the opinion of the applicant, may affect the application. Examples include: buildings, railways, roads, watercourses, drainage ditches, river or stream banks, wetlands, wooded area, wells, and septic tanks;
- The current uses on the land that is adjacent to the subject land;
- The location, width and name of any roads within or abutting the subject land, and whether it is an unopened road allowance, a public travelled road, a private road or a right-of-way;
- If access to the subject land is provided by water only, the location of the parking and docking facilities to be used;
- Date and author of preparation of the technical drawing; and
- North arrow and scale to which the sketch is drafted (e.g. 1 cm = 50 m).

Existing Conditions:

- Dimensions of property
- Location of all existing structures – distance from all lot lines
- Dimensions and ground floor area of all existing structures
- Existing use of all structures
- Layout and dimensions of existing parking
- Layout and dimensions of existing loading areas
- Significant natural features (streams, shoreline)
- Existing landscaped areas (grass, fencing)
- Location and dimensions of easements
- Roads abutting subject property

Proposed Conditions:

- Location of all proposed structures – distances from all lot lines
- Dimensions and ground floor area of all proposed structures and future expansions
- Proposed use of all structures and future expansions
- Proposed garbage and storage areas
- Layout and dimension of proposed parking
- Layout and dimension of proposed loadings areas
- Proposed landscaped areas (grass, fencing)

Abutting Properties (if applicable):

- Location of structures from lot lines on abutting properties
- Natural and landscaped features on abutting properties
- Parking facilities on abutting properties

Grading and Drainage Conditions

- Existing and finished spot elevation at:
 - Ground floor level of building
 - Building corners
 - Lot corners
 - One(1) meter beyond lot corners on abutting properties
 - Spot elevations throughout parking areas
- Arrows indicating general direction of surface water drainage
- Indication of roof water management
- Drainage water outlet detail
- Curb location and type

Landscaping:

- Existing vegetation to be retained and type of vegetation
- Proposed landscaping – plant type, size
- Sodding, seeding, etc.
- Location, type, size and height of signage

Site Services Information:

- Location and size of existing services (water, sewer, storm sewer, gas, hydro)
- Proposed services, connections, and standards being constructed
- Location type and intensity specifications of exterior lighting

Architectural Elevations:

- Front, rear and both side elevations
- Indication of façade materials, proposed colour and roof material

Additional Requirements:

- Additional requirements may be identified at the pre-application meeting.

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY
BY-LAW NO. XX-2020

Being a By-law to authorize the Mayor and CAO to execute a Site Plan Agreement with APPLICANT in relation to the property located at ADDRESS/LEGAL DESCRIPTION.

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, CHAPTER P.13, permits municipalities to pass by-laws to designate the whole or any part of the area covered by the Official Plan as a Site Plan Control Area; and

WHEREAS the Township of Admaston/Bromley has an approved Official Plan through the County of Renfrew; and

WHEREAS Council enacted By-law No. 2022-xx, being a Site Plan Control Area By-law to regulate development such as that proposed by APPLICANT.

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

1. THAT the Mayor and CAO be authorized to execute a Site Plan Agreement with APPLICANT in relation to the property located at ADDRESS with respect to the development of a DEVELOPMENT.
2. THAT this By-law shall take effect and come into force immediately upon the passage thereof.

Read a first and second time this XXth day of XX, 2022.

Read a third and final time this XXth day of XX, 2022.

Mayor

CAO/Clerk



SITE PLAN AGREEMENT

BETWEEN

ADD OWNERS NAME

AND

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

ADD MONTH 2022

BETWEEN:

ADD OWNERS NAME

HEREINAFTER CALLED THE "OWNER"
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF
ADMASTON/BROMLEY

HEREINAFTER CALLED THE "TOWNSHIP"
OF THE SECOND PART

WHEREAS the Township of Admaston/Bromley has enacted Site Plan Control Provisions pursuant to the provisions of Section 41 of the *Planning Act* R.S.O. 1990, Chapter P.13, as amended;

AND WHEREAS the Owner is the Owner of the lands, more particularly described in the Schedule hereto annexed and marked "A", and which are hereinafter referred to as the "Site".

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the approval of the plans for the development on the subject parcel of land by the Township and the sum of Two Dollars (\$2.00) of lawful money of Canada paid by the Owner to the Township, the receipt whereof is hereby acknowledged by the Owner, the Owner and the Township agree as follows:

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PART 1	DEFINITIONS, LAND AND SCHEDULES
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PART 11	MINOR MODIFICATIONS TO THE SITE PLAN

1. DEFINITIONS, LAND AND SCHEDULES

In this Agreement:

- a) **"AGREEMENT"** shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out therein;
- b) **"TOWNSHIP"** shall mean the Corporation of the Township of Admaston/Bromley and shall include any employee or agent authorized by the Council of the said Township to act on its behalf;
- c) **"TOWNSHIP ENGINEER"** means the County of Renfrew Planning Division for the time being or such other person or persons designated by them;
- d) **"OWNER OR OWNERS"** includes the parties of the First Part, their heirs, executors, administrators, successors and assigns and agents thereof, contractor, or subcontractor carrying out the Work for or on behalf of the Owner or Owners;
- e) **"WORK"** shall mean any work, material, matter or thing required by this Agreement to be supplied or performed, or any part thereof and includes any work referred to in the Schedules attached herein.

The lands to which this Agreement applies are those described in Schedule "A" and shown on the plans attached as Schedule "B".

The following Schedules are attached hereto and form part of this Agreement.

Schedule "A"	- Description of the land to which this Agreement applies
Schedule "B"	- Plans
Schedule "C"	- Financial Requirements
Schedule "D"	- Form of Letter of Credit
Schedule "E"	- Planning and Engineering Requirements

2. GENERAL

- a) The Owner hereby agrees that the lands affected by this Agreement are those lands described in Schedule "A" to this Agreement.
- b) It is understood and agreed that development of the lands affected by this Agreement shall be governed by the present Site Plan Agreement and attached Schedules. It is understood and agreed that written approval of the Township, in a form determined solely by the Township, is required prior to any departure from the specifications of the said Schedules being undertaken.
- c) The Owner shall not call into question, directly or indirectly, in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained.
- d) The Owner covenants and agrees with the Township that if the Owner sells or conveys the lands herein described as the "Site" or any part thereof that each deed of grant shall contain a covenant on the part of the grantee in such deed binding itself, its heirs, executors, administrators, successors and assigns to the terms of this Agreement and to the carrying out of the Work and obligations of the Owner under this Agreement and a covenant to include a similar covenant in all subsequent deeds of grant of the said lands until the Work and obligations of the Owner under this Agreement have been fully

performed. All covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof.

- e) The Owner shall cause this Agreement to be registered on the lands to which this Agreement applies, at the expense of the Owner, immediately after the execution of this Agreement before the registration of any other instrument. The Owner may apply for, but not request nor require the Township to issue building permits for the construction of the Work on the said lands, until this Agreement has been signed and until all of the payments and performance deposits required of the Owner by the terms and conditions of this Agreement have been made.
- f) The Owner shall provide As-built plans, when the project is completed, to the satisfaction of the Township.
- g) The Owner covenants and agrees to satisfy all conditions of approval and abide by all municipal by-laws, statutes and regulations.

3. BUILDING AND PLANNING REQUIREMENTS

- a) The Owner shall not commence or permit the commencement of any building or structure before the issuance to the Owner by the Township of a building permit. No building permit shall be issued until such time as this Agreement is registered.
- b) The Owner further agrees that the proposed building(s) and other Work including landscaping detail specified in Schedule "B" attached hereto shall be erected in conformity with the said Schedules to the satisfaction of the Township and shall be substantially completed within eighteen (18) months of the issuance of the first building permit issued for the Site with respect to the land except as may be otherwise specified herein or agreed to in writing by the parties, and subsequently shall be maintained in conformity with the said Schedules hereto, to the satisfaction of the Township. No buildings or other Work shall be erected on the said lands other than those erected in conformity with Schedule "B".
- c) The Owner understands and agrees that if construction of the Work has not commenced within twelve (12) months of the date of registration of this Agreement for the land, the approval inherent herein will become null and void and a new application must be submitted and approved by the Township prior to any buildings or other Work being constructed. Nothing in this Agreement shall restrict the Owner from applying at any time in the future for building permits to construct extensions and/or additional buildings as may be permitted from time to time by the By-Laws of the Township, subject to the requirement by the Township of a new Site Plan Agreement.
- d) The Owner understands and agrees that written authority of the Township shall be obtained prior to any alterations being made which would in any way represent a departure from the specifications detailed in the said Schedules. It is also understood and agreed that failure to comply with any term or condition contained herein or with Schedule "B" attached hereto will result in withdrawal of the building permit, in which case the Owner hereby agrees to cease all work on the herein described lands, immediately on receipt of notice by the Township of withdrawal of the building permit, until such time as written authority is obtained from the Township to proceed.
- e) Subject to the provisions of any By-Laws enacted by the Township respecting the repair and maintenance of properties the Owner shall

repair and maintain at all times and to the satisfaction of the Township, all buildings located on the subject property together with all parking areas, loading bays, aisles, accesses and landscaping.

- f) The Owner covenants and agrees to pay to the Township the development charges which are established by By-Law of the Council of the Township and said charges shall be those in effect on the date of issue of a building permit for which an application has been made.
- g) The Owner covenants and agrees to pay to the Township all applicable connection charges which are established by By-Law of Council of the Township of Admaston/Bromley and said charges shall be those in effect on the date of the issuance of a building permit for which an application has been made.
- h) Until all Work has been completed to the satisfaction of the Township, the Owner shall immediately remove at its expense any mud or debris deposited on any public roads used for access to the Site which mud or debris has been deposited as a consequence of any Work carried out under the terms of this Agreement.
- i) The Township may designate points of access for construction vehicles to the Site during the period of construction. The Owner may also be required to erect at its expense, at locations determined by the Township, signs to prevent construction vehicles from using the roads other than the approved route.
- j) Where any road has been used for the provision of access to a construction site and has been damaged by the Owner, or any employees or authorized agents of the Owner as a result of such use, the Owner shall restore or reconstruct it to its former state to the satisfaction of the Township.
- k) The Owner shall not dump or permit to be dumped any fill or debris on adjacent lands, except as approved by the Township.
- l) The Owner shall comply with those additional planning and engineering requirements set out in Schedule "E" hereto attached.
- m) All exterior lighting shall be directed to shine down and away from abutting residential zones and public highways.

4. LANDSCAPING REQUIREMENTS

- a) The Owner shall install landscaping in accordance with Schedule "B".
- b) All areas not landscaped shall be maintained by regular grass cutting and, shall be graded and seeded to allow for normal grass cutting operations so as to present and maintain a neat, clean, and orderly appearance.
- c) The Owner shall replace in accordance with Schedule "B" any landscaping material which dies within one (1) year of planting and which is put on the Site in compliance with Schedule "B".
- d) Upon completion of the rough grading, and prior to the placing of topsoil and sod, the Owner shall arrange for his Engineer and/or Surveyor to inspect the Site for any lot grading deficiencies. The Owner shall provide the Township with a letter indicating that the rough grading has been inspected and is in accordance with the grading plan.
- e) The Owner shall be responsible for the removal of snow within the Site and to ensure that no accumulation in excess of 1.5 metres is to be

stock piled within the Site. No stockpiling of snow shall take place on required parking spaces.

5. SERVICING AND EASEMENT REQUIREMENTS

1. It is hereby agreed that the Owner shall be responsible to provide, at its own expense, all connections to the municipal water and sewer systems. All such connections shall be subject to the approval and inspection of the Township. The Township shall endeavour to carry out these inspections within seventy-two (72) hours of the Township receiving written notice from the Owner or at some other time as may be agreed upon by the parties.
2. The Owner shall be responsible, at its expense, for the installation of any connections to utilities provided such installation shall be subject to the inspection by and approval of the Township.
3. The Owner shall provide, prior to occupancy and at its own expense, a stormwater management system, the design of which shall be submitted as part of the grading and drainage plan with all supporting calculations for approval by the Township. The Owner is responsible for the construction of the stormwater management system.
4. The Owner shall be responsible for the repair and maintenance of the stormwater management system and erosion of the Site, including preventing the transfer of solids to any storm sewer through the period of construction and preventing run-off from entering public water courses or storm drainage facilities at a rate in excess of that consistent with sound engineering practice.
5. The Owner agrees to clean out and remove solids accumulated in the sumps of catch basins and further agrees that the Township shall be permitted lawful entry onto the Site in order to examine and adjust at the Owner's expense all storm water management devices that do not then conform to the requirements approved for this site, provided that, if upon examination, the Township determines that the devices are not in conformance with this Agreement, the Township shall not enter to complete the adjustments aforesaid unless it has given prior written notice to the Owner and an opportunity to rectify the defect, all in accordance with Clause 6(c), provided further that if, in the opinion of the Township, the non-conformance presents an emergency, the Township may, without notice to the Owner enter upon the Site to complete the required adjustments at the Owner's expense.
6. The Owner shall arrange at its own expense with utility, telephone or any other similar utility company for the installation and connection of such services to the Site and for the provision of any easements with respect to such installations and in accordance with the terms, conditions and specifications laid down by said company. If in relation to the development of the Site the Owner is required, it shall also arrange for the relocation of any existing installation at no cost to the Township. Notwithstanding the aforementioned, the location of all boxes, lines or other works proposed to be installed in connection with the provisions of any service shall be submitted for approval to the Township.
7. All hydro, cable, telephone, and/or internet services shall be underground except where such services are not underground in the street fronting the Site.

6. FINANCIAL REQUIREMENTS

- a) The Owner shall pay to the Township, by cash or certified cheque, the charges and fees, as set out in this Agreement and other financial requirements including but not limited to reasonable administrative, legal, planning and engineering fees, development charges, road cuts and building permit fees that may be required of the Township as established by by-law or resolution of the Council of the Township in effect at the time of application for a building permit. The Owner shall reimburse the Township for all present and future invoices from the Township's consultants in regards to this Site Plan, including but not limited to costs incurred by the Township for any peer reviews and/or legal fees.
- b) It is further agreed that all matters and things required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the Township. In order to ensure that such matters and things are provided and maintained by the Owner, before this Agreement is executed by the Township, the Owner shall deposit with the Township, a sum in cash or irrevocable letter of credit in a form approved by the Township Treasurer (which deposit, however made, may be referred to herein as "a deposit"), equal to one hundred percent (100 %) of the estimated cost of the Work to be done by the Owner, such cost of construction and installation of the Work being shown in Schedule "C" hereto annexed. If the Owner satisfies the provisions of this clause by depositing an irrevocable letter of credit with the Township it must be in the form set out in Schedule "D" annexed hereto.
- c) In the event of a default by the Owner or its assigns in the provision, maintenance and repair of all matters and things required to be done by the Owner pursuant to this Agreement, the Township may at the expense of the Owner, enter upon the lands and do all such matters and things as are in default. The Township may authorize the use of any or all of the cash or letter of credit deposited with the Township pursuant to Clause 6(b), to pay for the cost to the Township of carrying out of such matters or things. "Cost" and "expense of the Owner" in this Clause shall be actual cost incurred by the Township plus fifteen percent (15 %) of such cost as a charge for overhead. Any costs incurred by the Township pursuant to this clause which are in excess of the amount of a deposit held by the Corporation pursuant to clause 6(b) shall be paid by the Owner to the Township within thirty (30) days of the mailing of an invoice by the Township addressed to the Owner at its last known address for such amount in excess and any costs referred to in this clause may be recovered by the Township in like manner as municipal taxes pursuant to the provisions of Section 398 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended.
- d) If the Owner satisfies the provisions of clause 6(b) by depositing an irrevocable letter of credit with the Township, the following provisions shall apply:
 - i) until the completion of all Work required to be provided and maintained by the Owner pursuant to this Agreement, to the satisfaction of the Township, it will be a condition of the letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the existing or any future expiration date thereof, unless at least 90 days prior to any such future expiration date, the financial institution which issued the letter of credit notifies the Township in writing by registered mail that it elects not to consider the letter of credit to be renewable for any additional period.
 - ii) If the Owner and/or financial institution fails to extend the letter of credit as required under sub-clause (i) hereof as required by the Township, such failure shall be deemed to be a breach of

this Agreement by the Owner, and the Township, without notice to the Owner may call upon any part of the whole amount of the existing letter of credit, notwithstanding anything herein otherwise contained. Any amount received by the Township shall be held by the Township in the same manner as if it had originally been cash deposited.

- e) The Owner shall pay all arrears of taxes outstanding against the lands prior to the execution of this Agreement. The Owner shall pay all taxes levied or to be levied on the lands on the basis of and in accordance with assessment and the collector's roll entries until such time as the lands have been reassessed and re-entered on the collector's roll in accordance with the description of the lands contained in Schedule "A" hereto.

7. RELEASE OF DEPOSIT

- a) Upon completion of the Work and receipt by the Township of a written request of the Owner, the Township shall conduct a site inspection to determine the conformity of the completed Work. The request must be accompanied by a written certification from the project engineer confirming that the Work has been completed in accordance with this agreement and in accordance with generally accepted construction standards. The security deposit shall be released when the Work required pursuant to this agreement has, in the opinion of the Township, been substantially completed by the Owner.
- b) The Owner may, from time to time during the construction period, request that the Township reduce the security deposit outlined in Schedule "C" in an amount equal to the cost of any completed Work. Any such request must be accompanied by a written certification from the project engineer confirming that the applicable portion of the Work has been completed in accordance with this agreement and in accordance with generally accepted construction standards.
- c) An inspection will be carried out by the Township Engineer in order to determine the appropriate amount to release for the completed Work. Five percent (5%) of the value of any completed Work will be held back for a period of one (1) year from the date of the substantial completion and upon receipt of the As-built plans by the Township.
- d) Upon completion of all matters and things to be provided and maintained by the Owner pursuant to this Agreement to the satisfaction of the Township, the Owner shall be entitled to have released to it the deposit or the balance of the deposit then held by the Township pursuant to this Agreement, subject to the Owner submitting the required request as described in clause 7b) of this agreement.

8. SPECIAL CONDITIONS

- a) The Owner agrees to assume all responsibilities related to garbage and recycling collection. The Owner shall separately arrange for the removal of all waste material and recycling from the Site, and shall dispose of all garbage, waste and recycling at its expense.
- b) The Owner shall pay all development fees, water and sewer fees (if applicable) at the time of the building permit.
- c) The Owner agrees to ensure that all Work is undertaken as per the engineering standards of the Township of Admaston/Bromley.
- d) The Owner shall meet all the requirements of the Township's Fire Department with respect to the identification, maintenance, snow

removal and signing of fire routes and the Owner shall permit a representative of the Township's Fire Department to inspect the Work from time to time and at any time during and following completion of the Work.

e) The Owner shall ensure that all signage conforms to By-Law No. xx-xxxxx.

f) The Owner agrees to respect all requirements, including agreements and easements, from public utilities such as Canada Post, Hydro One, Bell Canada, Enbridge, etc.

8. The Owner agrees that the Township shall be permitted lawful entry onto the Site in order to examine and adjust/repair at the Owner's expense the storm water management facilities and drainage facilities. If upon examination, the Township determines that the facilities are not in conformance with this Agreement, the Township shall not enter to complete the adjustments aforesaid unless it has given prior written notice to the Owner and an opportunity to rectify the defect, all in accordance with Clause 6(c), provided further that if, in the opinion of the Township, the non-conformance presents an emergency, the Township may, without notice to the Owner enter upon the Site to complete the required adjustments at the Owner's expense.

9. INSURANCE

a) The Owner shall provide on or before the execution of this Agreement, and continue in force until such time as all obligations under this Agreement are satisfied, a comprehensive policy of public liability and property damage insurance acceptable to the Township, providing insurance coverage in respect of any one occurrence to the limit of at least Five Million Dollars (\$ 5,000,000.00) per occurrence, exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property. Such policy shall designate the Township as a named additional insured thereunder.

b) The policy shall provide coverage against all claims for all damage or injury including death to any person or persons, for damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents or contractors during the construction or installation or maintenance of any Work to be performed pursuant to this Agreement. The policy shall include completed operations coverage and shall be maintained in effect until all obligations under this Agreement are satisfied.

c) The policy shall include blanket written contractual liability, cross liability, contingent employer's liability, personal injury endorsement, liability with respect to non-owned licensed vehicles. In the event that the Owner intends to carry out any shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading on the lands, it shall first provide the Township with the Certificate of Public Liability Insurance covering such operations in a format satisfactory to the Township, in which the Township is named as additional insured prior to undertaking any such operations.

d) The Owner shall forward to the Township, prior to the signing of this Agreement by the Township, a Certificate of Liability Insurance. This Certificate of Insurance shall be signed by an authorized employee of the Insurance Company providing the insurance. Such insurance policy shall contain an endorsement to provide the Township and the

Owner with not less than thirty (30) days written notice of cancellation.

- e) The Owner shall furnish, prior to commencement of any construction, and at such other times as the Township may require, a certified copy of the policy together with proof of payment of the premiums for same.

10. GENERAL CONDITIONS

- a) If required, the Owner shall at its own cost submit to the Ministry for approval all plans required by the said Ministry and shall be responsible for obtaining any subsequent approvals from the Ministry for the proposed Work or any addition thereto and shall supply the Township with copies of all approvals or conditions enforced or set by the Ministry. No building permit will be issued without receipt by the Township of the said approval.
- b) All discharges from the Owner’s property shall comply with the provisions of the Township’s Sewer Use By-law 41-81, as amended from time to time.
- c) The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the Township taking such action to enforce compliance, as deemed appropriate by the Township.
- d) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands and every part thereof.
- e) In every clause of this Agreement, unless the contrary intention appears, words importing the singular number or the masculine gender only, include more persons, parties or things of the same kind than one, and females as well as males and the converse, and a word interpreted in the singular number has a corresponding meaning when used in the plural.
- f) Any notice required or permitted by this Agreement to be given by the parties hereto shall be in writing and shall be conclusively deemed to have been delivered on the date of mailing of such notice.
- g) Any such notice required to be given herein shall be in writing and shall be delivered in person or by prepaid registered mail, to the attention of the Owner and/or the Township as follows:

TO THE OWNER: **ADD OWNERS NAME**
 ATTN.:
 ADD MAILING ADDRESS

or such other address as the Owner has notified the Township Clerk in writing.

TO THE TOWNSHIP: CORPORATION OF THE TOWNSHIP OF
 ADMASTON/BROMLEY
 477 STONE ROAD
 RENFREW, ONTARIO, K7V 3Z5

- h) The Owner, on behalf of itself, its heirs, executors, administrators and permitted assigns, including his successors in title, covenants and agrees to indemnify and save harmless the Township from all actions,

causes of actions, suits, claims or demands whatsoever which arise directly or by reason of the development of the Site and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Work.

- i) All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

11. MINOR MODIFICATIONS TO THE SITE PLAN

- a) The Owner shall notify the Township of any proposed change of use or uses on the Site before, during or after the completion of the Work required under this Agreement.
- b) Minor modifications made to this Site Plan Agreement may be approved without an amendment to this Agreement with the authorization of the Director of the Department of Development and Works.

IN WITNESS WHEREOF the Owner and the Township hereunto set their Hand and Seal or affix their Seal duly attested to by their proper officers in that behalf.

DATED AT THE _____ THIS ____ DAY OF _____, 2020.

SIGNED, SEALED AND DELIVERED in the presence of:

ADD OWNERS NAME

Per:

Title:

Per:

Title:

"We have the authority to bind the Corporation"

DATED AT THE TOWNSHIP OF ADMASTON/BROMLEY THIS ____ DAY OF _____, 2022.

SIGNED, SEALED AND DELIVERED in the presence of:

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

Mayor

CAO/Clerk

SCHEDULE "A"

DESCRIPTION OF THE LANDS TO WHICH THIS AGREEMENT APPLIES

ADD PROPERTY DESCRIPTION

SCHEDULE "B"**PLANS**

The following plans/drawings apply to this Site Plan Agreement and, except as otherwise approved by the Director of Public Works, the development of the lands and the construction of all Works shall be in accordance with these plans/drawings:

The following approved plans shall be deemed to form part of Schedule "B" of this agreement:

Plans:

Drawing No.	Drawing Description	Prepared By	Current Revision Date (DD/MM/YYYY)

The original plans can be viewed at the Corporation of the Township of Admaston/Bromley offices.

SCHEDULE "C"

FINANCIAL REQUIREMENTS

1. The Owner shall deposit with the Township in the form of cash, certified cheque or letter of credit an amount equal to one hundred percent (100%) of the estimated cost of the Work set out below, and hence the said deposit to be submitted shall be in the amount of \$**ADD ESTIMATED COST** based on the following approved cost estimates relevant to Schedule "B".

Site Works to be provided by the Owner

ADD EXCEL SPREADSHEET

The above estimates are based upon site Work described on Schedule "B"

2. The Owner shall reimburse the Township for all present and future invoices from the Township's consultants in regards to this Site Plan, including but not limited to costs incurred by the Township for any peer reviews and/or legal fees.

SCHEDULE "D"

FORM OF LETTER OF CREDIT

The Corporation of the Township of Admaston/Bromley
477 Stone Road
Renfrew, Ontario
K7S 3Z5

RE: Guarantee No.:
Amount \$:
Expiry Date:

To Whom it May Concern:

At the request of _____ (the "Customer") the Bank of _____ (the "Bank"), for valuable consideration, the receipt whereof is hereby acknowledged, by this letter of guarantee (the "Guarantee") irrevocably and unconditionally guarantees payment to you, the Corporation of the Township of Admaston/Bromley (the "Corporation"), of a total amount of \$_____ .

This guarantee is issued in connection with the performance by _____ of all the terms of a Site Plan Agreement (the "Agreement") dated the _____ .

A payment under this Guarantee shall be made before the expiry hereof upon your presenting to the Bank at its _____ Branch:

- (a) your written demand for payment in the form described below;
- (b) this Guarantee; and
- (c) either:
 - (i) vouchers paid by the Corporation certified by its Treasurer as having been paid by him on account of the Customer, for work services or materials required to be performed or supplied under the said Agreement, or
 - (ii) a letter from the Corporation certifying that the "Customer" is in default in performing or supplying work, services or materials required to be performed or supplied under the said Agreement whether or not the Corporation has itself already performed or supplied the same.

The said demand shall refer to this Guarantee by the above number, shall state the amount demanded and shall certify:

- (a) that the amount is due and payable to you by the Customer;
- (b) that you have requested payment of the said amount from the Customer and have not received payment; and
- (c) that the amount remains unpaid thirty (30) days after mailing of written demand.

Upon receipt by the Bank at the said Branch of the said demand and the other documents referred to above on or before the Expiry Date, the Bank shall pay to you the amount stated in the said demand to be payable to you by way of the Bank's draft without enquiring whether you have a right to such amount as between yourself and the Customer, provided that such amount, together with other amounts paid to you under this Guarantee, if any, does not exceed in the aggregate the amount of this Guarantee.

The Bank may note on this Guarantee the amount and date of any payment made to you under this Guarantee and shall retain this Guarantee if the aggregate amount of this Guarantee has not been paid to you if the Expiry Date has occurred.

This letter of Guarantee is irrevocable until _____ but automatically renews from year to year, unless the Bank gives ninety (90) days notice that it does not propose to renew it. This letter of credit may be reduced from time to time if the Corporation certifies to the Bank that part of the work has been completed.

Yours truly,

(Authorized Signature)

SCHEDULE "E"**PLANNING AND ENGINEERING REQUIREMENTS**

1. The Owner agrees to construct to the satisfaction of the Township, fences, hedges, parking, accesses, aisles, landscaping, signs, and lighting in conformity with and in the locations shown on the attached approved plans which form part of this Agreement.
2. The Owner further agrees that it will arrange to provide and keep a copy of the said approved plans on Site throughout the period of construction for the guidance of those employed to construct the Work.
3. The Owner agrees to permit any Township By-Law Enforcement Officer to enter upon the Site for the purposes of patrolling areas where parking is not permitted.
4. The Owner agrees that the installation of any exterior lighting on the Site or on the building shall be approved by the Township Engineer and shall be shown on the plans attached hereto and forming part of this Agreement.
5. The Owner shall be responsible, at his expense, to provide all necessary CCTV inspection for sanitary and storm sewer works on the Site. If the inspection is not satisfactory to the Township, the Owner shall rectify the works at its sole expense.
6. The Owner shall be responsible to maintain all infrastructures relating to the watermain and the sanitary and storm sewer networks on its property. The Owner may be required by the Township, from time to time, to maintain, clean and/or repair any infrastructure within the Site.
7. All necessary and mandatory test results such as CCTV, pressure testing, chlorination and compaction test results must be submitted to and approved by the Township prior to receiving any request by the Owner to reduce security deposits.
8. The Owner shall be responsible to repair any and all damages caused to Township streets, curbs and landscaping during the undertaking of the Work contemplated herein or any future extensions or enlargements thereto. The Owner shall also keep clear and free of obstructions, dirt, mud, and other debris, all Township streets used during the undertaking of any current or future Work.
9. The Owner shall abide by and enforce any provincial and municipal By-laws, procedures and policies when working on Township streets and properties.

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: April 7th, 2022
To: Council
From: Jennifer Charkavi
Re: Boundary Roads Agreement – Horton Township

Background:

In 2021 the Townships of Horton and Admaston/Bromley met to discuss boundary road agreements. A cost sharing agreement for Golf Course Road was drafted and approved by both councils. The Operations Committee at its January 12, 2022 meeting directed staff to work with Horton Township staff to draft a boundary road agreement for Golf Course Road, McBride Road and Blackburn Road and bring the agreement forth to Council.

Discussion:

Staff from both townships met on February 25, 2022 to discuss the boundary road agreement. The agreement that was drafted by Admaston/Bromley staff was accepted by Horton staff and were approved by the Horton Transportation and Environmental Committee and were placed before Horton Township Council at their April 5 Council meeting. *Details from the Council meeting were not ready at time of posting of the agenda.*

Financial Implications:

There are no financial implications at this time. Should capital works be identified on McBride Road or Blackburn Road, discussions will be initiated with Horton Township.

People Consulted:

Acting Treasurer/Deputy Clerk
Acting Roads Superintendent

Recommendation for Council:

BE IT RESOLVED THAT Council approve By-Law 2022-25, being a by-law to authorize the Mayor and CAO/Clerk to enter into boundary road agreement for Golf Course Road, McBride Road and Blackburn Road.

Schedule "A" to By-Law 2022-xx
GOLF COURSE ROAD

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Admaston/Bromley
hereinafter called "Admaston/Bromley" of the second part

WHEREAS Horton and Admaston/Bromley are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways known as Golf Course Road, over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that Admaston/Bromley shall be responsible for the routine maintenance of the width of the boundary road allowance to 1123 Golf Course Road (last driveway), while Horton shall be responsible for the routine maintenance of the width of the boundary road allowance from the entrance of the Renfrew Gold Club to the gate at the Aggregate Pit. It is understood that Horton may contract a third party to maintain the width of the boundary road allowance from the entrance of the Renfrew Golf Club to the gate of the Aggregate Pit. The Municipalities agree that the value of the respective routine maintenance for the road as identified in Appendix A will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. It is understood by both parties that Horton shall be responsible for the repair of the width of the boundary road allowance for Golf Course Road for a term of 25 (twenty-five) years as the road reconstructed in 2022 was a cost sharing agreement that saw a significant improvement to the boundary road and the new reconstructed Golf Course Road is to last 25 (twenty-five) to 30 (thirty)

years. Horton shall be responsible for the repair of Golf Course Road until 2047.

4. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.
5. Routine Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
6. The Parties hereto agree that should emergency works, or action be required due to a compromise of the highways and bridges set out in Appendix A by others, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
7. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
8. Should any of the highways or bridges included in Appendix A be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
9. TOARC payments from production at the proposed aggregate pit on Golf Course Road shall be placed in a Reserve Account by Horton for the eventual reconstruction of Golf Course Road in 2047 or used for any repairs required to keep the road at the standard required. The Township of Horton shall retain 10% of the TOARC payments annually for administrative costs. Horton shall send annual statements to Admaston/Bromley of this reserve account.
10. Horton shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Admaston/Bromley as an additional insured and Horton shall provide a certificate of such insurance coverage to Admaston/Bromley throughout the term of this agreement and any renewal thereof and further provide Admaston/Bromley within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
11. Admaston/Bromley shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and

environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and Admaston/Bromley shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

12. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
13. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
14. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
15. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
16. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF ADMASTON/BROMLEY

PER:

Michael Donohue, Mayor

Jennifer Charkavi, CAO/Clerk



Appendix A

TOWNSHIP	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map #1 Golf Course Road Allowance A						
Horton	Unopened	Not Maintained at this time	Golf Course Road Allowance between Admaston Bromley and Horton	Highway 60 Lat: 45.50556 N Long: 76.75154 W	Golf Course Road Lat: 45.51013 N Long: 76.75714 W	1 km
See Map # 1B Golf Course Road Allowance B						
Horton	Unopened	Not Maintained at this time	Golf Course Road Allowance Between Admaston Bromley and Horton	Golf Course Road Lat: 45.51359 N Long: 76.76146 W	Admaston/Bromley Municipal Boundary Lat: 45.52810 N Long: 76.77970 W	4.5 km
See Map # 1C Golf Course Road						
Admaston/ Bromley	Opened	Maintained	Golf Course Road	Highway 60 Lat: 45.50782 N Long: 76.75964 W	Golf Course Road Lat: 45.51284 N Long: 76.76041 W	700 m
Map's Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

Map #1 Golf Course Road Allowance A



Map # 1B Golf Course Road Allowance B



Map # 1C Golf Course Road



Schedule "B" to By-Law 2022-xx
McBRIDE ROAD

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Admaston/Bromley
hereinafter called "Admaston/Bromley" of the second part

WHEREAS Horton and Admaston/Bromley are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that the maintaining Municipality shall be responsible for repairs and maintenance of the entire width of the boundary road allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the road as identified in Appendix A and B will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.

4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing, patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. Prior to any planned Capital Improvements, on the McBride Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree to proceed with a project, the project will not proceed.
6. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
7. Each Municipality shall aspire to plan Capital works, in line with their respective Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
8. Should a capital project be required, both municipalities will meet to develop a draft agreement for the capital project.
9. The Parties hereto agree that should emergency works, or action be required due to a compromise of the highways and bridges set out in Appendix A, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
10. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
11. Should any of the highways or bridges included in Appendix A be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
12. Horton shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of

property damage. The policy shall name Admaston/Bromley as an additional insured and Horton shall provide a certificate of such insurance coverage to Admaston/Bromley throughout the term of this agreement and any renewal thereof and further provide Admaston/Bromley within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.

13. Admaston/Bromley shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and Admaston/Bromley shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
14. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
15. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
16. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
17. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
18. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals
duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF ADMASTON/BROMLEY

PER:

Michael Donohue, Mayor

Jennifer Charkavi, CAO/Clerk



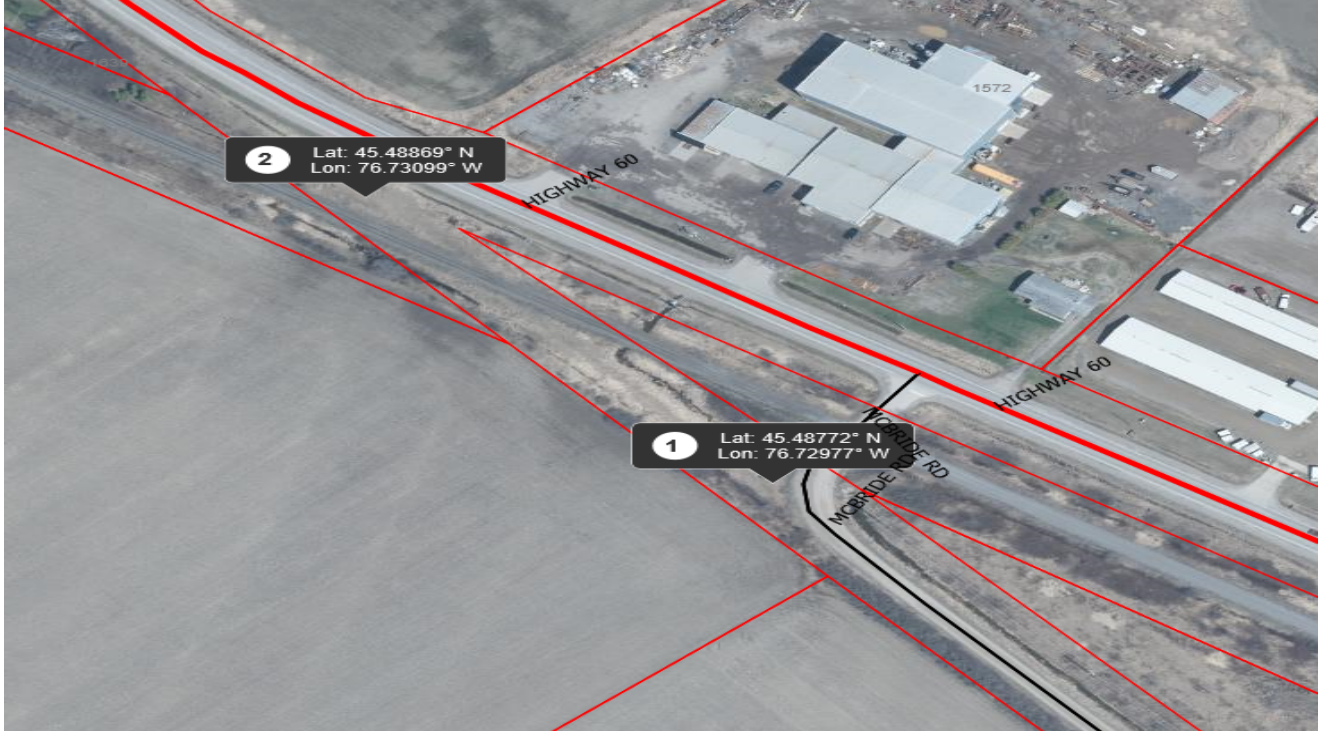
Appendix A

TOWNSHIP	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	Length of Road
See Map # 1 McBride Road						
HORTON	Opened	Maintained	McBride Road	The Bonnechere River High Water Mark Lat: 45.47422 N Long: 76.71271 W	Highway 60 Lat: 45.48796 N Long: 76.72946 W	2.0 km
See Map #1B McBride Road Allowance						
HORTON	Unopened	Not Maintained	McBride Road Allowance Between Admaston/Bromley and Horton	McBride Road Lat: 45.48772 N Long: 76.72977 W	Highway 60 Lat: 45.48869 N Long: 76.73099 W	190 m
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						
ADMASTON/ BROMLEY	Not Maintained					0 m

Map # 1 McBride Road



Map # 1B McBride Road Allowance



**Schedule "C" to By-Law 2022-xx
BLACKBURN ROAD**

This Agreement made in duplicate this ____ day of _____, 2022

BETWEEN:

The Corporation of the Township of Horton
hereinafter called "Horton" of the first part

AND

The Corporation of the Township of Admaston/Bromley
hereinafter called "Admaston/Bromley" of the second part

WHEREAS Horton and Admaston/Bromley are desirous to enter into an agreement regulating the maintenance and repair of the boundary highways over which they have joint jurisdiction in accordance with the Municipal Act, 2001, (S.O. 2001, C.25) Section 29 Boundary Lines, as amended;

AND WHEREAS Section 29.1(1) of the Municipal Act RSO 2001 states that if municipalities having joint jurisdiction over a boundary line highway enter into an agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located.

AND WHEREAS pursuant to subsection 29.1(2) of the Municipal Act, RSO 2001, If municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

AND WHEREAS Ontario Regulation 239/02 as amended from time to time and made pursuant to the Municipal Act has set Minimum Maintenance Standards for Municipal Highways to which the highways covered by this Agreement are to be maintained

NOW THEREFORE in consideration of the covenants contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. All new entrances shall be installed under the supervision of the respective Municipality's Public Works Department. Each applicant shall be responsible for obtaining a proper entrance permit from the respective Municipality.
2. It is understood by both parties that the maintaining Municipality shall be responsible for repairs and maintenance of the entire width of the boundary road allowance. The Municipalities agree that the value of the respective routine maintenance and repair for the road as identified in Appendix A will be approximately equal and logistically practical. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
3. Any works for which cost sharing is being sought shall not be undertaken until such time as the works and funding are approved by each Municipality.

4. It shall be Horton's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
5. It shall be Admaston/Bromley's responsibility to maintain and keep in good repair those portions of the highway forming the boundary line between the Township of Admaston/Bromley and the Township of Horton identified in Appendix A.
 - a) Maintenance includes – snow removal, sanding, grass cutting, brushing patching, sign maintenance, replacement of culverts outside of planned Capital, emergency repairs and road patrols. A copy of each Road Patrol Report shall be available upon request.
6. Prior to any planned Capital Improvements, on the Boundary Road, the Municipality proposing the work will notify the other Municipality one year in advance of the work to allow for appropriate Council budget approvals of equal shared costs. Notwithstanding that all efforts will be made to reach an agreement on a mutually beneficial Capital Improvement, if one Municipality does not agree to proceed with a project, the project will not proceed.
7. Capital includes additional granular, preventative road deterioration treatments, complete road reconstruction and replacement of all necessary infrastructure.
8. Each Municipality shall aspire to plan Capital works, in line with their respective Capital Roads Rehabilitation Forecasting Plan and communicate said plan with the other Municipality when a Boundary Road is added.
9. Should a capital project be required, both municipalities will meet to develop a draft agreement for the capital project.
10. The Parties hereto agree that should emergency works, or action be required due to a compromise of the highways and bridges set out in Appendix A, the party hereto first notified of the compromise of the highway or bridge by emergency services (police, fire, etc.) shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the emergency work. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.
11. If the construction is a result of development and population growth, the developing Municipality may undertake, cause, or permit to be undertaken such construction on the following terms:
 - a) The developing Municipality shall give the other Municipality at least eight (8) weeks written notice prior to the commencement of such construction.
 - b) The other Municipality shall bear none of the costs relating directly to such construction.
12. Should any of the highways or bridges included in Appendix A be obstructed (water over the road, tree fall, downed hydro lines, etc.) in any manner that affects public safety, the party hereto first notified of the obstruction of the highway or bridge by emergency services (police, fire, etc.) or after becoming aware of the obstruction by other means, shall, without delay make the area safe, notify the Municipality assigned the Boundary Road and stay on site until they arrive so that they may undertake the removal of the obstruction and/or close the road to traffic and pedestrians. If the obstruction is minor either Municipality may remove the obstruction as a courtesy but must notify the other Municipality of the removal. By performing these respective works no invoicing or exchange of funds shall occur by either Municipality for costs incurred.

13. Horton shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Admaston/Bromley as an additional insured and Horton shall provide a certificate of such insurance coverage to Admaston/Bromley throughout the term of this agreement and any renewal thereof and further provide Admaston/Bromley within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
14. Admaston/Bromley shall maintain and keep in full force and effect at its own expense a policy of general public liability, property damage and environmental insurance with respect to its obligation for the maintenance of the highways and bridges set out in Appendix A hereto protecting against claims for personal injury, death and property damage resulting from failure to repair or maintain the said highways and bridges in which the limits shall be not less than twenty million dollars (\$20,000,000) in respect of injury or death of a single person, for each occurrence and not less than twenty million dollars (\$20,000,000) in respect of property damage. The policy shall name Horton as an additional insured and Admaston/Bromley shall provide a certificate of such insurance coverage to Horton throughout the term of this agreement and any renewal thereof and further provide Horton within 30 days prior written notice of any cancellation or material change in risk which could diminish the aforesaid coverage.
15. The Parties shall maintain and keep in full force and effect at its own expense a Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than ten million dollars (\$10,000,000) per occurrence for Third Party Liability in respect of the use or operation of vehicles owned, operated or leased by Parties.
16. The Parties insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Parties.
17. This agreement shall be in force for a period of ten (10) years from _____, 2022 to _____, 2032 and may be renewed for another period not to exceed ten (10) years by resolution of the Councils of both Corporations as found necessary and it may be amended or changed by resolution of the Councils of both Corporations, as mutually agreed upon.
18. In the event that either party receives a Statement of Claim, Notice of Claim or other information regarding a pending or possible claim by a third party with respect to liability for failure to keep the highway in repair or for damages or injuries sustained relating thereto, such party shall immediately notify the other party in writing of such claim or Notice of Claim. In the event that a legal proceeding is commenced by a third party, each of the Parties to this Agreement shall provide for its own legal representation as it sees fit.
19. Each of the parties hereby undertake to save harmless and agree to indemnify the other against all claims and demands for damage, losses, costs, charges and expenses which the other municipality may sustain, incur, or be liable for arising from the lack of repair of any portion of any of the highways for which the Municipality has assumed sole responsibility under this agreement.

IN WITNESS WHEREOF both Corporations have hereunto affixed their Corporate Seals
duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED

THE TOWNSHIP OF HORTON

PER:

David Bennett, Mayor

Hope Dillabough, CAO/Clerk

THE TOWNSHIP OF ADMASTON/BROMLEY

PER:

Michael Donohue, Mayor

Jennifer Charkavi, CAO/Clerk

Appendix A

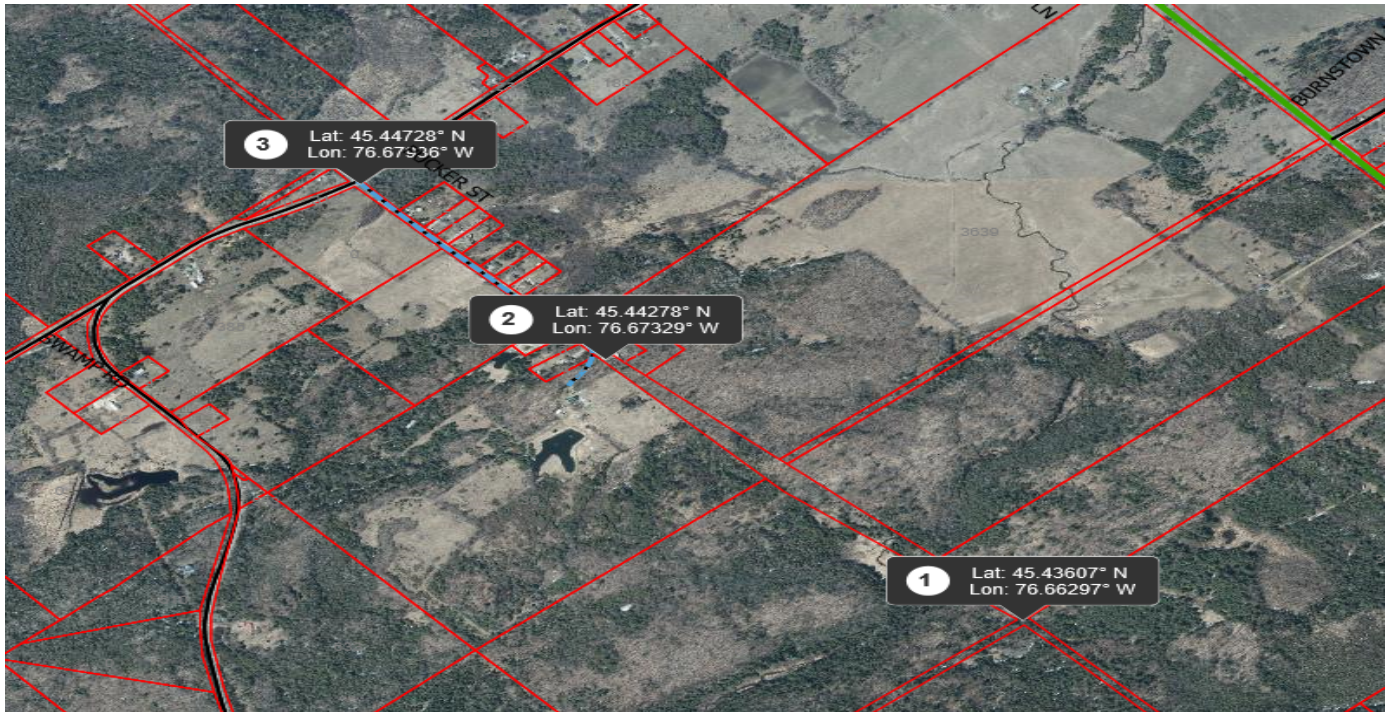


	OPEN / UNOPENED	MAINTAINED / NOT MAINTAINED	ROAD	FROM	TO	DISTANCE
See Map # 1 Blackburn Road and Allowance (West)						
HORTON	Opened	Maintained	Blackburn Road	Pucker Street Lat: 45.44738 N Long: 76.67957 W	Blackburn Road Dead End (West) Lat: 45.44785 N Long: 76.68012 W	7 m
HORTON	Unopened	Not Maintained	Blackburn Road Allowance between Admaston Bromley and Horton	Blackburn Road Dead End (West) Lat: 45.44785 N Long: 76.68012 W	Town of Renfrew Boundary Lat: 45.45139 N Long: 76.68442 W	110 m
ADMASTON/ BROMLEY	Unopened	Not Maintained	Blackburn Road Allowance between Admaston Bromley and Horton	Admaston/Bromley Municipal Boundary Lat: 45.43607 N Long: 76.66297 W	Blackburn Road Lat: 45.44278 N Long: 76*67329 W	130 m
ADMASTON/ BROMLEY	Opened	Maintained	Blackburn Road	Blackburn Road Lat: 45.44278 N Long: 76.67329 W	Pucker Street Lat: 45.44728 N Long: 76.67936 W	650 m
Map Source: https://renfrewcounty.geocortex.com/Html5Viewer/Index.html?viewer=GisViewer#						

Map # 1 Blackburn Road and Allowance (West)



Map # 2 Blackburn Road and Allowance



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: April 7th, 2022
To: Council
From: Jennifer Charkavi
Re: Right to Disconnect Policy

Background:

In December of last year, Bill 27, the Working for Workers Act, was passed by the Ontario Legislature. Part of this bill has stipulations to allow employees in the province the 'right to disconnect'. The move will stop employees from engaging in work-related communications, including emails; telephone calls etc. after their scheduled working hours are done. As many people have been working from home to avoid the risks posed by the COVID-19 pandemic, the Ontario government passed legislation to help workers disconnect from their employment responsibilities after work hours.

Discussion:

The right to disconnect is the right of employees to not be penalized for not engaging in work-related communications outside of their scheduled work hours. Sometimes the line between work and home life can become more blurred and employees can find it more difficult to “switch off” from work. The right to disconnect is important because it aims to avoid burnout and unproductivity among employees, which ultimately affects the success of a workplace. Many countries around the world have already enforced the right to disconnect law.

The government of Ontario has implemented the right to disconnect law for workplaces with employees of 25 or more and is to be implemented as soon as possible after January 1 with a deadline of being passed within 6 months for 2022. The Township of Admaston/Bromley, with the Volunteer Firefighters, has more than 25 employees. Staff recommends implementing this policy, as attached, into the Township’s Corporate Policies.

Financial Implications:

There are no financial implications at this time.

People Consulted:

Acting Treasurer/Deputy Clerk
Neighbouring Municipalities

Recommendation for Council:

BE IT RESOLVED THAT Council adopt the Human Resources Policy A-11 Right to Disconnect.

Township of Admaston Bromley Corporate Policies

DEPARTMENT: Human Resources

COVERAGE: All Employees

POLICY: RIGHT TO DISCONNECT

POLICY # A-11

DATE: April 7, 2022

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POLICY: RIGHT TO DISCONNECT

#A-11

COVERAGE: All Employees

Intent

The Township of Admaston/Bromley understands that due to work-related pressures, the current landscape of work, or an employee's work environment or location, employees may feel obligated or choose to continue to perform their job duties outside their normal working hours. Work-related pressure and the inability to disconnect from the job can lead to stress and deterioration of mental health and overall well-being. This policy has been established to support employee wellness, minimize excessive sources of stress, and ensure that employees have the right to disconnect from their work outside their regularly scheduled hours.

Guidelines

An employee's time outside working hours is meant for employees to recharge and spend time as they wish and should not be used to complete work-related tasks; however, there may be a lack of separation between home and work that makes it difficult for employees to truly disconnect. Because work is more accessible, employees may end up continuing to work even after their workday is done. Using personal time to work can make an employee feel as though they are "always on" or obligated to continue working or respond to communication.

Employees who do not fully disconnect from their work at the end of the day may experience stress and other mental health issues. Stress and poor mental health are associated with many of the leading causes of disease and disability, can lead to burnout, negatively affect performance, mood, and attendance, and personal and professional relationships.

Township of Admaston Bromley Corporate Policies

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Employee health and well-being are priorities while working and away from work. Township of Admaston/Bromley is committed to increasing overall employee health and wellness and providing employees with a better work–life balance.

The Right to Disconnect

Employees have the right to disconnect from their job and any work-related tasks or communication outside of working hours without fear of reprisal.

Employees are encouraged to set clear boundaries between work and their personal lives.

The right to disconnect means that employees:

- Can and should stop performing their job duties and work-related tasks when they are not expected to work.
- Are not required to take work home with them to complete outside of regular working hours.
- Are not expected or required to respond to work-related communication outside their regular working hours, while on break, or during any paid or unpaid time off.
- Should take and use all of their scheduled breaks and time off entitlements for non-work-related activities; and
- Will not face repercussion or be penalized for not communicating or continuing to work outside of their regular working hours.

Employees must also be respectful of others' right to disconnect and should not expect their co-workers to respond, communicate, or complete work when not working.

Township of Admaston Bromley Corporate Policies

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Workload and Productivity

The Township of Admaston/Bromley understands that employees may want or need to work outside their normal hours to meet a time-sensitive deadline, to attend to an urgent matter, or due to unforeseen circumstances; however, employees should not regularly or frequently work outside their scheduled hours to complete or catch up on work.

Employees who cannot manage their workload during their regularly scheduled hours should meet with their direct manager to evaluate the current workload, priorities, and due dates.

Managers will work with employees to come up with a solution to ensure:

- The current workload does not result in the employee working excess hours or contribute to additional stress and burnout.
- Normal job duties can be completed during working hours; and
- Employees can remain productive and meet Township goals and objectives.

Working additional hours does not always equate to higher productivity. Employees can maximize their productivity during their workday by using time management tactics, such as:

- Blocking off periods in their schedule and calendar to complete specific tasks or address communication.
- Working with their manager to organize work in order of priority or importance.
- Breaking down projects and tasks into manageable chunks.
- Minimizing interruptions by setting their online status to “busy” or “do not disturb;”
- Trying to have at least one dedicated workday per week without meetings (where possible); and

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- Setting goals to work continuously for a specified period before taking a break or responding to communication (for example, the Pomodoro technique).

Communication

Employees may feel obligated to send or respond to messages when not working. The Township of Admaston/Bromley may on occasion send general communication to employees when they are not working, such as on an employee's day off or scheduled vacation but will do their best to ensure that they are not sending communication that requires an immediate response from employees. Employees are not expected to respond to any Township communication when not at work, apart from unforeseen circumstances, such as an emergency.

Employees must also respect others and avoid direct communication like sending e-mails, messages (through their phone or other communication and messaging apps) or calling other employees or clients outside their regularly scheduled working hours, during breaks, or during an employee's time off, such as their regular day off or vacation time.

The Township of Admaston/Bromley understands that it may be necessary to send communication to a group of employees, such as an entire department, or forward important information to an employee who is not working. If employees do send communications to others who are not at work, they should not expect a response until the other employee returns. If the matter is urgent or an emergency and requires an immediate response, employees must reach out to their manager.

Employees who do not reply to work-related communications outside normal working hours will not face negative effects on their employment.

Township of Admaston Bromley Corporate Policies

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Set communication boundaries by:

- Setting clear expectations for e-mail response time.
- Logging off for the day or setting your online status to “away,” “out of office,” “do not disturb,” or “offline” when not working.
- Scheduling any breaks or time off in your calendar; and
- Avoiding using work e-mail for unrelated communication, such as newsletters, coupons, or personal correspondence.

If employees send communication outside working hours, others are more likely to feel obligated to respond or assume the employee sending the communication will be available during those hours. If it is necessary to compose messages or communication outside regular working hours, use a scheduling tool to send the e-mail at a specified time during work hours, such as the start of the next workday.

Breaks and Time Off

Breaks are provided in accordance with employment standards and are intended to provide employees with time to recharge and enable them to resume their regular work productively. Employees should take any scheduled or Township -provided breaks during their shift. Employees should take time away from their work and refrain from responding or sending communication during breaks.

The Township of Admaston/Bromley understands the importance for its employees to have personal time off. Employees are encouraged to use their accrued paid vacation time in full every year for rest, relaxation, and personal pursuits. Employees are expected to complete any time-sensitive projects and meet any deadlines before going on vacation. If work can be attended to when the employee returns, they can resume their duties where they left off before taking vacation. Managers will work with employees to delegate job-specific duties that must be completed while the employee is on vacation to maintain workflow and productivity. Employees should not be reluctant to take vacation due to workload,

Township of Admaston Bromley Corporate Policies

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unless there are limitations or restrictions because of a due date, project priority, scheduling conflict, or unforeseen circumstance that prevent an employee from taking a vacation at a specific time requested.

Overtime

Hours worked outside an employee's standard hours may lead to overtime hours. Township of Admaston/Bromley allows employees to work overtime. Overtime may be requested or required in certain situations to ensure work is completed; however, employees should not work overtime unless directed by their manager, or otherwise pre-approved. Please see the overtime policy for guidelines on overtime.

Employers can request employees work beyond their regular working hours but are required to provide notice to the employee. Should the employee not be able to accommodate the work beyond regular hours, a date and time should be set up for the additional work to be performed.

Mental Health Support

The Township of Admaston/Bromley recognizes that the workplace plays a significant role in managing and supporting mental health and understands that deterioration of mental health and wellness can be triggered by excess pressures at work or at home and result in lowered work performance and harm to one's physical and mental condition.

The Township of Admaston/Bromley will support mental health by:

- Minimizing work-related sources of stress.
- Addressing internal factors that contribute to burnout.
- Regularly assessing workload, productivity, and expectations.
- Promoting work-life balance.

Township of Admaston Bromley Corporate Policies

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- Helping employees recognize the signs and symptoms of mental health issues.
- Having an open-door policy for communication and ensure employees are comfortable talking to their manager about mental health concerns.
- Treating mental health with the same level of importance as physical health and safety.
- Conducting risk assessments to identify workplace factors that worsen or improve mental health; and
- Providing employees with the assistance and access to resources they need to support their mental health (such as employee assistance programs, accommodations, and so on).

Emergencies

This policy is waived during times of an emergency or an extreme weather event.

EMERGENCY is defined in the Emergency Plan as a situation caused by the forces of nature, an accident, an intentional act or otherwise that results, or may result, in a danger to life or property, social disruption, or a breakdown in the flow of essential goods, services or resources.

The emergency does not have to be declared by the Mayor to be considered an emergency for the context of this policy.

EXTREME WEATHER EVENTS is defined as occurrences of unusually severe weather or climate conditions that can cause devastating impacts on communities and agricultural and natural ecosystems.

Violations

All employees shall report violations of this policy to the CAO/Clerk.

Township of Admaston Bromley Corporate Policies

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Acknowledgement and Agreement

I, (_____), acknowledge that I have read and understand the Right to Disconnect Policy of the Township of Admaston/Bromley. I agree to adhere to this policy and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules set forth by this policy, I may face disciplinary action up to and including termination of employment.

Name: _____

Signature: _____

Date: _____

Witness: _____

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: April 7, 2022

To: Council

From: Mitchell Ferguson

Re: 2021 Council and Local Board Remuneration and Expenses

The Municipal Act requires the Treasurer to report on or before March 31 each year the statement of remuneration and expenses paid in the previous year for Council members of the Municipality.

Statement

284 (1) *The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,*

(a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;

(b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and

Discussion:

Council will find a breakdown of the total remuneration and expenses paid to each member for the 2021 year below:

Council Remuneration Expenses Summary for 2021								
As Authorized by By-Law No 2008-16								
Name	Title	Misc	Convention Expenses	Mileage	Grp Benefits	Total Mileage & Expenses	Salary	TOTAL
Michael Donohue	Mayor	24.15	-	1,428.00	-	1,452.15	23,193.30	\$ 24,645.45
Robert Dick	Councillor	24.15	-	330.00	3,278.25	3,632.40	13,292.24	\$ 16,924.64
Bob Hall	Councillor	24.15	-	241.00	3,322.65	3,587.80	13,330.72	\$ 16,918.52
Kevin LeGris	Councillor	24.15	-	103.50	88.80	216.45	13,330.72	\$ 13,547.17
Mike Quilty	Dep Mayor	24.15	-	490.50	44.40	559.05	13,292.24	\$ 13,851.29
Total		\$ 120.74	\$ -	\$2,593.00	\$ 6,734.10	\$ 9,447.84	\$ 76,439.22	\$ 85,887.06

Financial Implications:

The 2021 Budget for Council wages and expenses was \$97,200 and the actual total costs were \$89,326.51, inclusive of source deductions.

People Consulted:

None.

Recommendation for Council:

BE IT RESOLVED THAT Council accepts this report as information.



Cunningham Swan

LAWYERS

• EST 1894 •

Tony E. Fleming
Direct Line: 613-546-8096
E-mail: tfleming@cswan.com

March 25, 2022

BY E-MAIL: info@admastonbromley.com

Council – Township of Admaston/Bromley
c/o Jennifer Charkavi – CAO/Clerk
477 Stone Road
Renfrew, Ontario
K7V 3Z5

Dear Members of Council:

**Re: Integrity Commissioner Services - Annual Report – 2021
Township of Admaston/Bromley
Our File No. 29198-0003**

Effective January 1, 2019, Tony Fleming of Cunningham Swan in Kingston, Ontario, was appointed as the Integrity Commissioner for the Township of Admaston/Bromley in accordance with section 223.3(1) of the *Municipal Act*, 2001, S.O. 2001, c. 25 (the “Act”). On December 2, 2021, an amending agreement was signed to extend the appointment until January 1, 2025, on the same terms as the original agreement.

Last year, in lieu of providing an Annual Report, we provided a letter to confirm that there had been no complaints under the Code of Conduct or applications for inquiry under the MCI A submitted to the Integrity Commissioner. This year, we will also be providing this letter to confirm that again there have been no complaints under the Code of Conduct or applications for inquiry under the MCI A submitted to the Integrity Commissioner for the Township of Admaston/Bromley. We have also received no requests for advice from individual members.

00664932.DOCX:

TEL: 613-544-0211
FAX: 613-542-9814
EMAIL: [INFO@CSWAN.COM](mailto:info@cswan.com)
WEB: WWW.CSWAN.COM

We thank the Township of Admaston/Bromley for the opportunity to act as its Integrity Commissioner. We remind members that the Integrity Commissioner is available to provide advice in accordance with the Act regarding a member's obligations under the Code of Conduct and the MCIA. We note that this service provides members with the proactive ability to avoid potential complaints by requesting and acting on advice which may apply to the circumstances of the member.

Members are held to the highest standards of office in their elected positions, and we thank members for their continued attention to the ethical obligations expected of them.

Please find enclosed a copy of the up-to-date Certificates of Insurance for the Township of Admaston/Bromley.

Sincerely,

Cunningham, Swan, Carty, Little & Bonham LLP



Tony E. Fleming, C.S.
LSO Certified Specialist in Municipal Law
(Local Government / Land Use Planning)
Anthony Fleming Professional Corporation

TEF:mj
Enclosure

Township of Admaston/Bromley

477 Stone Road, R.R. #2

Renfrew, ON

K7V 3Z5

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613-432-4052 Fax**

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

REPORT

Date: April 7, 2022
To: Council
From: Mitchell Ferguson
Re: 2021 Local Board Remuneration and Expenses

The Municipal Act section 284 (1)(c) requires the Treasurer to report on or before March 31 each year the statement of remuneration and expenses paid in the previous year to each person who is appointed by the Municipality to serve as a member of any body including a local board.

Statement

284 (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,

- (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;*
- (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and*
- (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1).*

Discussion:

The Township of Admaston/Bromley has several individuals appointed to local boards or appointed to serve as a member of any body.

By-Law 2019-02 Appoints members to the Committee of Adjustment, there was no meetings held in 2021 and therefore there is nothing to report on this Committee.

Committee of Adjustment Expenses Summary for 2021				
As Authorized by By-Law No 2019-02				
Name	Title	Mileage (\$0.50/km)	Fee (By-Law 2019-02)	TOTAL
Ross Peever	Chairman (By-Law 2019-02)	2.50	50.00	\$52.50
Leonard Chamberlain	Member (By-Law 2019-02)	0.00	0.00	0.00
Bill McMahon	Member (By-Law 2019-02)	4.90	40.00	44.90
Ray Pender	Member (By-Law 2019-02)	13.50	40.00	53.50
Total		\$20.90	\$130.00	\$150.90

By-Law 2019-03 Appoints members to the Fence Viewers Committee, there was no viewings in 2021 and therefore there is nothing to report on this Committee.

By-Law 2019-04 Appoints members to the Public Library Board, there is no compensation to members of this Committee and therefore, there is nothing to report.

By-Law 2019-05 Appoints Livestock Evaluators for the Township. Please see the reported expenses and fees paid in 2021:

Livestock Evaluators Expenses Summary for 2021				
As Authorized by By-Law No 2019-05				
Name	Title	Mileage (\$0.50/km)	Fee (\$50/trip)	TOTAL
Ian Clelland	Evaluator (By-Law 2019-05)	2.50	50.00	\$52.50

Brent Stewart	Evaluator (By-Law 2019-05)	131.50	200.00	\$331.50
Gerald Walsh	Evaluator (By-Law 2019-05)	186.50	200.00	\$386.50
Total		\$320.50	\$450.00	\$770.50

The Police Service Board has one (1) member who is paid. The below noted is the pay and expenses covered for the Committee members in 2021:

Name	Mileage	Pay	Total
Connie Dick	60.00	400.00	\$460.00

Financial Implications:

None at this time.

People Consulted:

None.

Recommendation for Council:

BE IT RESOLVED THAT Council accepts this report as information.

Douglas Fire Committee
 Fire Chief Report
 January 12, 2022

Date	Men	Hrs	Where	What
Dec 7	01	03		Clean fire hall
Dec 9	02	08	Practice	B McIntyre driver's test
Dec 9	06	12	Practice	SCBA'S
Dec 11	03	09	Practice	Weekend truck checks
Dec 11	13	26		NAW—tree on hydro line
Dec 11	09	18		Tree on hydro line
Dec 12	10	29		Hydro pole down
Dec 13	06	12	Practice	fueled trucks/discuss OFM Multi burn unit
Dec 13	01	03		Clean fire hall
Dec 14	04	08	Practice	Health and Safety Meeting
Dec 19	02	04	Practice	Weekend truck checks
Dec 16/20	02	08	Practice	2 zoom meetings
Dec 21	01	05	Practice	Rescinding burn permits
Dec 23	02	04	Fire	CO call
Dec 23	02	04	Fire	CO follow up—new alarm installed
Dec 26	03	09	Practice	weekend truck checks
Jan 8	06	06	Practice	weekend truck checks
Jan 12	01	03		clean fire hall

Douglas Fire Committee
Fire Chief Report
February 9, 2022

Date	Men	Hrs	Where	What
Jan 15	11	22		No fire found
Jan 16	03	09	Practice	Weekend truck checks
Jan 19	10	30		chicken coop-saved 1 chicken hairy feet
Jan 21	02	04	Practice	Weekend truck checks
Jan 22	10	30		smoke in house/ash pail
Jan 25	01	03		Clean fire hall
Jan 28	03	15	Practice	Weekend truck checks
Feb 5	01	05	Practice	issue burn permits/zoom meeting
Feb 5	03	06	Practice	Weekend truck checks
Feb 8	01	03		Clean fire hall
Feb 8	03	06	Practice	H&S Meeting

Douglas Fire Committee
Fire Chief Report
March 9, 2022

Date	Men	Hrs	Where	What
Feb 10	06	24	Practice	Zoom meeting
Feb 13	03	09	Practice	Weekend truck checks
Feb 14/16	02	08	Practice	Zoom with OFM/Emergency Services Committee meeting
Feb 16	18	36		Pool Shed
Feb 21	9	18	Practice	
Feb 26	2	2	Practice	Zoom meeting E.S.C.
Feb 27	2	4	Practice	Weekend truck checks
Feb 28	7	14	Practice	Dry Hydrant Lynch Rd Pump OPS
Mar 1	1	3		Clean fire hall
Mar 2	10	20		MVA
Mar 3	1	2	Practice	Wash trucks after call
Mar 6	3	6	Practice	Weekend truck checks

Douglas Fire Committee
Regular Meeting
December 8, 2021

The regular meeting of the Douglas Fire Committee was called to order by Chairman Robert Dick. Present were Daryl Thom, Nathan Harris, Ken Keill, Harry Stuart, Acting Fire Chief Bill McHale and Acting Deputy Fire Chief Patrick Donohue. Covid-19 restrictions were followed. There were no conflicts of interest.

It was moved by Nathan Harris and seconded by Daryl Thom that the minutes of the November 10, 2021 meeting be approved as read.

Carried

In Old business Covid-19 was discussed and the policy recently passed at the municipal office was distributed. Chairman Robert mentioned that if anyone has any questions to talk to Clerk Jennifer. A health and safety committee report was reviewed and the next meeting for this committee will be December 14, 2021. Many thanks to Ken Keill for all his hard work and input into this committee.

In correspondence an email was received from Deputy Clerk Mitchell allowing payment in lieu of an actual Christmas dinner for the firemen.

In New Business a retirement letter was received from Fireman Jim McHale. Jim has 42 years of service with the fire department.

It was moved by Daryl Thom and seconded by Ken Keill—Be it resolved that a retirement Was received from Fireman James McHale after 42 years of service effective November 30, 2021. It is with regret that the fire committee accept his retirement.

Carried

Acting Fire Chief Bill presented his monthly report. There is a large number of burning permit issued since mid November. Fireman Bailey McIntyre is doing his "D" drivers licence tomorrow. Acting Fire Chief Bill mentioned that Deputy Clerk Mitchell is looking into on line burning permits.

It was moved by Harry Stuart and seconded by Nathan Harris that the Acting Fire Chief's report dated December 8, 2021 be accepted as presented.

Carried

The payment voucher for the payroll and regular purchased was presented and reviewed.

It was moved by Nathan Harris and seconded by Ken Keill that the payment vouchers Dated December 8, 2021 in the amounts of \$97,069.93 and \$949.00 be paid.

Carried

Chairman Robert presented the committee members with a token of thanks for their service. Acting Fire Chief Bill mentioned that on Saturday evening the new owners of the Douglas Tavern reached out to him to offer the use of the building for the Christmas Dinner. A thank you is to be sent.

It was moved by Ken Keill to adjourn

Carried

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: April 7, 2022
To: Council
From: Jennifer Charkavi
Re: Douglas Fire Hall Garage

Background:

The Township applied to the ICIP COVID funding stream in the amount of \$100,000 for the expansion of the Fire Hall to include a garage. The application was successful.

The Protective Services Committee has met to discuss and has identified a Project Team, they are as follows: Acting Fire Chief, Acting Deputy Fire Chief, Acting Treasurer/Deputy Clerk, CAO/Clerk, Councillor Dick and Kevin VanWoezik (former Fire Chief).

Discussion:

The Project Team has met to develop a Request for Quotation for drawings of the Fire Hall Garage. Former Fire Chief VanWoezik has provided the team with the rough drawings that he had completed. The Team discussed the requirements of the garage. The drawings must be stamped by an Engineer of Record and there is a mandatory site visit.

Financial Implications:

None at this time.

People Consulted:

Acting Treasurer/Deputy Clerk

Recommendation for Committee:

BE IT RESOLVED that Council approve the Request for Quotation for drawings for a Fire Hall Garage;

AND BE IT FURTHER RESOLVED THAT Council direct the Project Team, identified by the Protective Services Committee, to advertise, evaluate and recommend a quotation for drawings of the Fire Hall Garage to Council.

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



TOWNSHIP OF ADMASTON/BROMLEY

QUOTATION NO. FIRE2022-01

REQUEST FOR QUOTATION

OF

**FOR DRAWINGS FOR A GARAGE
AT THE
DOUGLAS FIRE HALL**

APRIL 2022

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



477 STONE ROAD, RR 2
RENFREW, ON, CANADA
K7V 3Z5
613-432-2885
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info@admastonbromley.com
www.admastonbromley.com

**FIRE2022-01 – REQUEST FOR QUOTATION
FOR DRAWINGS FOR A GARAGE
AT THE DOUGLAS FIRE HALL**

I. Background Information

The Douglas Fire Hall requires a garage.

The Township of Admaston/Bromley wishes to retain the services of a qualified contractor to produce drawings for a garage that are signed off by an Engineer of Record.

The Douglas Fire Hall is located 5226 Queen St, Douglas, ON

II. General Requirements

The successful Contractor will be required to include the following in the drawings:

- Attach to existing Fire Hall;
- Drainage control, including snow melt from roof;
- In-floor heating;
- Bay Doors and area for Fire Trucks;
- Energy Efficiencies identified;
- Engineer of Record Stamp;
- Accessible bathroom facilities and all other AODA regulations;
- Adheres to current Building Code Act, 1992, as amended; and
- To work with the Project Team.

III. Project Team

The Township of Admaston/Bromley is the proponent for the project and has identified individuals to be on the Project Team. (Acting Fire Chief, Acting Deputy Fire Chief, CAO/Clerk, Acting Treasurer/Deputy Clerk, Councillor Dick and former Fire Chief VanWoezik. The contract will be subject to the requirements of By-Law 2020-54 and may be subjected to the approval of the Council of the Corporation of the Township of Admaston/Bromley.

IV. Project Details & Specifications

a) **General**

The Township has prepared this Request for Quotation to produce stamped engineered drawings for a Fire Hall garage.

b) **Project Schedule**

The Contractor will be required to submit completed drawings by the date of **July 8, 2022**.

c) **Mandatory Site Visit**

Interested Contractors will be required to meet with the Project Team at the Douglas Fire Hall on Wednesday April 20 at 9:30 am.

d) **General Conditions of Contract**

Unless specified elsewhere, the Building Code Act, 1992, as amended will apply to this work. Payment will be provided upon completion of project, unless otherwise agreed to by the contractor and the Township.

V. Available Information

The Township of Admaston/Bromley has provided the following information in the Appendices:

- Location Map;
- Selected Site Photographs;
- Rough Drawings.

VI. Submission Requirements

As part of this proposal, the Contractor must agree to provide the following to the Township prior to award of the project:

- A copy of insurance certificate in the amount of \$5,000,000.00;
- BCIN Number
- Engineer or Engineering Firm identified as Engineer of Record.

Proposals will be based on merit, and must include:

- Completion date for the drawings;
- References and experience;
- Total cost for the drawings which are to include costs associated with an Engineer of Record stamp;

One (1) copy of your proposal shall be mailed or couriered to:

Township of Admaston/Bromley
 477 Stone Road
 RR 2, Renfrew, ON K7V 3Z5

Attention: Jennifer Charkavi
 CAO/Clerk

Email Submissions will not be accepted.

Submissions must be sealed in an envelope, which is clearly marked as to its contents, and shall be delivered not later than **3:00 pm on April 29, 2022**. Proposals will be evaluated and the successful contractor will be notified immediately thereafter to commence the project. This proposal is subject to the Township of Admaston/Bromley Bylaw #2020-54 for the Procurement of Goods and Services.

The Township reserves the right to accept or reject any or all proposals.

VII. Proposal Evaluation

Proposals will be based on merit, and will be evaluated and scored according to the following criteria:

- References10%
 - Identification of Engineer of Record.....30%
 - Previous experience on projects of a similar nature10%
 - Proposal strategy, methodology, and innovativeness of approach10%
 - Project schedule10%
 - Cost30%
- Total - 100%**

Please note that your proposal will be evaluated based on the information provided in the letter of proposal. While cost will have a bearing on the selection of the successful contractor, it will not be the only consideration. The Township has reserved the right to accept a proposal from a firm that is not the lowest bidder.

Appendices

Appendix A – Location Map

Appendix B – Selected Site Photographs

Appendix C – Rough Drawings

Township of Adamston/Bromley
Police Service Board
Monthly Meeting
Thursday October 28th, 2021 @ 4:00 p.m.

Minutes

1. CALL TO ORDER

Connie Dick called the meeting to order at 4:00 P.M.

2. ATTENDANCE

Inspector Dawn Ferguson, Chair Connie Dick, Council Representative Mike Quilty, and Andrea Leclaire were present.

3. DISCLOSURE OF PECUNIARY INTEREST

None

4. APPROVAL OF AGENDA

Connie Dick made a motion to approve the agenda for Thursday October 28th, 2021 and Mike Quilty seconded.

5. APPROVAL OF MINUTES

“CARRIED”

Mike Quilty made a motion to approve the minutes from the Thursday September 9th, 2021 meeting and Connie Dick seconded.

6. ISSUES ARISING FROM MINUTES

“CARRIED”

None

7. PRESENTATIONS/DELEGATIONS

None

8. CORRESPONDENCE

- The board received and reviewed the minutes from the last Ontario Association of Police Service Board Zone 2 meeting, which was September 17th, 2021.
- Email correspondence from the Ontario Association of Police Service Board Zone 2 Membership update.
- The board received and reviewed the agenda for the upcoming Ontario Association of Police Service Board Zone 2 meeting which is scheduled for Friday November 26th, 2021. Both Connie Dick and Mike Quilty are planning to attend.
- Email correspondence received on the April – June 2021 Detachment Revenues.
- Email correspondence received on the 2021 Court Security and Prisoner Transportation Grant.
- The board reviewed the 2022 Annual Billing Statement from the Ontario Provincial Police.

- Email correspondence from a rate payer regarding unsafe vehicle operations accepted and reviewed and Inspector Dawn Ferguson will follow up with concerns and report back to the police service board
- The board reviewed stats on different roads throughout the Township from the speed-spy.

9. FINANCIAL

Connie Dick made a motion to approve the voucher in the amount of \$344.87 which included an advertisement for the holiday season. Mike Quilty seconded.

“CARRIED”

10. DETACHMENT COMMANDER'S REPORT

- The board reviewed the Records Management System Report for September - October 2021.
- The board reviewed the Calls for Service Billing Summary Report for September - October 2021.
- November 7-14, 2021 is Crime Prevention week and the Renfrew Detachment will be conducting a few different initiatives throughout the community.

11. OTHER BUSINESS

None

12. DATE OF NEXT MEETING

It was decided the next meeting will be held Tuesday December 7th, @ 4:00 P.M.

12. QUESTION PERIOD

None

14. ADJOURNMENT

Mike Quilty made a motion to adjourn the meeting at 5:05 P.M.

“CARRIED”


Chair, Connie Dick


Secretary, Andrea Leclaire

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW NO. 2022-25

**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF THE
BOUNDARY ROAD AGREEMENT BETWEEN THE CORPORATION OF
THE TOWNSHIP OF ADMASTON/BROMLEY AND THE
CORPORATION OF THE TOWNSHIP OF HORTON**

WHEREAS Section 8 of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

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

WHEREAS Section 27 of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipality may pass by-laws in respect of a highway only if it has jurisdiction over the highway; and

WHEREAS Section 28(1) of the Municipal Act 2001, R.S.O. 2001, as amended sets out the highways over which a municipality has jurisdiction; and

WHEREAS Section 29.1(1) of the Municipal Act 2001, R.S.O. 2001, as amended provides that municipalities having joint jurisdiction over a boundary line highway may enter into an agreement to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part; and

WHEREAS is it deemed necessary and desirable that the Council of the Corporation of the Township of Horton enact a by-law authorizing the Corporation to enter into a Boundary Road Agreement with the Corporation of the Township of Admaston/Bromley;

NOW THEREFORE IT BE RESOLVED THAT The Council of the Township of Admaston/Bromley hereby **ENACTS AS FOLLOWS:**

1. **THAT** The Mayor and CAO/Clerk are hereby authorized to execute a Boundary Road Agreement with the Corporation of the Township of Horton; and
2. **THAT** The Boundary Road Agreement attached hereto as Schedule "A", "B", and "C" shall form part of this by-law; and
3. **THAT** This by-law shall come into force and effect on the date of its passing.

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

READ a third time and passed this 7th day of April, 2022.

MAYOR

CAO/CLERK

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW NO. 2022-26

A BY-LAW TO DESIGNATE AREAS WITHIN THE TOWNSHIP OF ADMASTON/BROMLEY, HEREINAFTER REFERRED TO AS THE MUNICIPALITY, AS SITE PLAN CONTROL AREAS PURSUANT TO SECTION 41 OF THE PLANNING ACT, R.S.O., 1990, CP. 13 AS AMENDED.

WHEREAS Section 41 of the Planning Act permits the Council of a municipality by by-law, where in an Official Plan an area is shown or described as a proposed site plan control area, to designate the whole or any part thereof as a site plan control area;

AND WHEREAS Section 41 of the Planning Act, R.S.O. 1990, c. P.13, provides in part that, where in an official plan an area is shown or described as a proposed site plan control area, the council of the local municipality in which the proposed area is situated may, by by-law, designate the whole or any part of such area as a site plan control area;

AND WHEREAS the Official Plan of the County of Renfrew designates the entire geographical area of the County of Renfrew as a Site Plan Control Area pursuant to the provisions of Section 41(2) of the Planning Act, R.S.O. 1990, c. P.13;

AND WHEREAS the Council of the Corporation of the Township of Admaston/Bromley considers it appropriate to designate the whole of the Township of Admaston/Bromley as a site plan control area, to exempt certain classes of development from approval of plans and drawings, under Section 41 of the Planning Act, R.S.O. 1990, c. P.13 to ensure the provision and maintenance of any of the facilities, works or matters to be provided in conjunction with all buildings and structures to be erected and any of the facilities, works or matters mentioned in Subsection 41(7) of that Act.

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

Section 1 – Title, Interpretation and Application

1.1 This by-law may be cited as the "Site Plan Control By-Law" of the Township of Admaston/Bromley.

1.2 For the purposes of this by-law, words used in the present tense include the future; words in the singular number include the plural and words in the plural include the singular number; the word "shall" is mandatory; the word "used" shall also mean "designed to be used"; words shall be read with such changes to gender as the context may require.

1.3 The whole of the area located within the geographic limits of The Corporation of the Township of Admaston/Bromley is hereby designated as a site plan control area pursuant to subsection 41 (2) of the Planning Act.

1.4 The approval of plans or drawings in accordance with subsection 41(4) or 41(5) of the Planning Act is required before development is undertaken within the area described in Clause 1.3, unless otherwise exempt from approval as set out in this by-law.

1.5 Any person or entity required to draft a site plan must duly complete the Site Plan Control Approval application form, pay the security deposit, if applicable, and pay any other applicable fees relevant to this application.

Section 2 – Definitions

For the purpose of this by-law the following words and phrases shall have the meanings given below;

- 2.1 “Act” means the Planning Act, R.S.O. 1990. c. P.13;
- 2.2 “Corporation” means The Corporation of the Township of Admaston/Bromley;
- 2.3 “Council” means the municipal council of the Corporation;
- 2.4 “Development” means
- i. the construction, erection or placing of one or more buildings or structures on land, including radio communication towers; or
 - ii. the making of an addition or alteration to a building or structure that has the effect of substantially increasing the size or usability thereof; or
 - iii. the laying out and establishment of a commercial parking lot or of sites for the location of three or more trailers as defined in subsection 164(4) of the Municipal Act, 2001 or of sites for the location of three or more mobile homes as defined in subsection 46(1) of the Planning Act, R.S.O. 1990. c. P.13; or
 - iv. sites for the construction, erection or location of three or more land lease community homes as defined in subsection 46(1) of the Planning Act, R.S.O. 1990. c. P.13.
 - v. and includes redevelopment however excludes the placement of a portable classroom on a school site of a distinct school board if the school site was in existence on January 1, 2007;
- 2.5 “Development Agreement” means an agreement entered into between the Corporation and the Owner outlining the terms and conditions of the development and the approved plans and drawings as provided under Section 41(7)(c) of the Planning Act, R.S.O. 1990. c. P.13;
- 2.6 “Owner” means the person or entity(?) appearing as the registered title holder (?) according to the records of Renfrew Land Registry Office 49;
- 2.7 Where a word or term used in this by-law is not defined, the word or term has the same meaning as defined by the applicable zoning by-law, as amended from time to time.

Section 3 - Exempt Classes of Development

- 3.1 The following classes of development may be undertaken without the approval of plans and drawings otherwise required under subsection 41(4) or (5) of the Planning Act, and this by-law does not apply to such classes:
- i. residential development of one or two dwelling units per lot, unless the lands exhibit physical constraints to development or are considered environmentally sensitive;
 - ii. alterations or additions of a minor nature to existing buildings and/or structures where there is an existing site plan agreement registered on title to the lot;
 - iii. private garage or carport;

- iv. public uses;
- v. farms, notwithstanding, the growing and production of cannabis licensed under Health Canada are not exempt from this by-law;
- vi. wayside pits;
- vii. radio beacons and transmitters, including towers;
- viii. forestry;
- ix. community facility uses which are not operated for gain or profit;
- x. roadside stand;
- xi. buildings and structures for flood control or conservation purposes; and
- xii. accessory uses to the foregoing, provided the structure is of the size that requires a building permit.

3.2 Despite Section 3.1, any development subject to site plan control that is damaged or destroyed by fire or natural hazard may be replaced or rebuilt without the need for site plan approval if it is within the same building envelope that existed before the damages occurred, the use does not require the addition of four (4) or more parking spaces and no new dwelling units or lodging units are created.

Section 4 – Application for Approval

4.1 Every site plan application shall be accompanied by the following plans, specifications, documents and information:

- i. the plans referred to in Paragraph 1 of Subsection 41(4) of the Act, showing all facilities and works to be provided in conjunction with the building or structure and all facilities, works and matters referred to in Clause 41(7)(a) of the Act;
- ii. the drawings referred to in Paragraph 2 of Subsection 41(4) of the Act;
- iii. where required under clause 5.3 of this by-law one, or more agreements with the Corporation dealing with the provision and maintenance of the facilities and works to be provided in conjunction with the building or structure and the facilities, works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act;
- iv. where required under an agreement, cash or an irrevocable letter of credit in favour of the Corporation to protect the Corporation in respect of its liability for holdback to assure satisfactory provision and maintenance of the facilities and works and matters mentioned in Subsection 41(7) of the Act in accordance with the plans and drawings approved pursuant to the Act; and
- v. all reports and studies required on the record of consultation or during review.

Section 5 – Requirements for Site Plan Approval

5.1 Prior to the submission of any application for site plan control approval, the owner shall formally consult with the Township, or their designate, for the purposes of identifying the need for and scope of any information and material necessary for consideration of the site plan control application.

5.2 As a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Act, the Owner of the land shall hereby:

- i. Provide at no expense to the Corporation the facilities, works or matters mentioned in clause 41(7)(a) of the Act approved in accordance with Section 41 of the Act and shown on the approved plans and drawings and in the development agreement; and
- ii. Maintain at the sole risk and expense of the Owner the facilities or works mentioned in paragraphs 2 to 9 of clause 41(7)(a) of the Act and shown on the approved plans and drawings in the development agreement, approved in accordance with Section 41 of the Act, including the removal of snow from access ramps and driveways, parking and loading areas and walkways.

5.3 The owner of any land designated under this by-law shall be required as a condition of any development to enter into one or more agreement(s) with the Township dealing with any or all of the facilities, works or matters referred to in Sections 4 and 5, as deemed necessary by Council, and Pursuant to Section 41(7)(c) of the Planning Act.

5.4 The Council shall require that any development agreement be registered against the lands to which it applies. The Council shall enforce the provisions of the development agreement or agreements against the owner of the said lands and, subject to the provisions of The Registry Act, and The Land Titles Act, any and all subsequent owners of the said lands.

Section 6 – Administration and Enforcement

6.1 This by-law shall be administered by the Municipality.

6.2 The Mayor and the CAO/Clerk are hereby authorized to execute on behalf and under the seal of the Corporation any document necessary to give further effect to the provision of this by-law, when the appointed officers' authority has been revoked.

6.3 If any provision of this by-law is for any reason held to be invalid, it is hereby declared to be the intention that all the remaining provisions shall remain in full force and effect until repealed, notwithstanding that one or more provisions shall have been declared to be invalid.

6.4 In the event of conflict between the provisions of any guidelines or standards and any applicable zoning by-law or federal or provincial statute or regulation, the provisions of the zoning by-law or federal or provincial statute or regulation shall apply.

6.5 Every person who, without having plans or drawings approved in accordance with Section 41 of the Act, undertakes any development in the site plan control area designated by this by-law pursuant to Section 67 of the Act, is guilty of contravening Section 41 of the Act.

6.6 Every person who undertakes any development in the site plan control area designated by this by-law without providing or maintaining any of the facilities, works or matters that are mentioned in Clause 41(7)(a) of the Act and that are required by the Corporation under that clause as a condition to the approval of plans or drawings in accordance with Section 41 is, pursuant to Section 67, is guilty of contravening Section 41 of the Act.

6.7 Every person who undertakes any development in the site plan control area designated by this by-law without entering into one or more agreements with the Corporation that deal with or ensure the provision or maintenance of any

of the facilities, works or matters and that the person is required by the Corporation to enter into under that subsection as a condition to the approval of plans and drawings in accordance with Section 41 of the Act is, pursuant to Section 67 of the Act, is guilty of contravening Section 41 of the Act.

6.8 Every person who is convicted of an offense under Section 41 of the Act is liable to a fine or penalty prescribed by Section 67 of the Act.

Section 7 – Effective Date

7.1 This by-law shall come into effect upon third and final reading thereof.

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

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

MAYOR

CAO/CLERK

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

By-Law No. 2022-27

Being a By-Law to Amend By-Law 2017-24, Being a By-Law to Establish a Schedule of Fees for Municipal Services

WHEREAS s. 391 (1) c.25 of the Municipal Act 2001 and various other statutes authorize municipalities to pass by-laws for imposing fees or charges for information, services, activities and use of municipal property;

NOW THEREFORE the Council of the Corporation of the Township of Admaston/Bromley enacts as follows that Part 3. Planning: be amended with the adding of section 3.6 for Site Plan Agreements:

1. **PART 3. Planning**

3.6	Site Plan Application	\$ 1000.00
	Deposit for peer reviews	\$ 3000.00
	Request to Amend Site Plan Agreement	\$ 550.00
	Request for Release of Registered Site Plan	\$ 300.00

2. That this By-Law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 7th day of April 2022

Read a third time and finally passed this 7th day of April 2022

MAYOR

CAO/CLERK

THE CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW NO. 2022-28

Being A By-Law To Authorize The Corporation Of The Township Of Admaston/Bromley To Enter Into An Agreement With Michael Kelly To Permit An Existing Dwelling To Remain Onsite While A New Dwelling Is Being Constructed

WHEREAS Section 10(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS The Council of the Township of Admaston/Bromley has reviewed the attached agreement and is of the opinion that the attached agreement is desirable.

NOW THEREFORE the Council of the Corporation of the Township of Admaston/Bromley hereby
ENACTS AS FOLLOWS:

1. THAT the Mayor and CAO/Clerk be and are hereby authorized and directed to execute the attached agreement to this By-Law on behalf of the Corporation of the Township of Admaston/Bromley and to affix to it the corporate seal of the Corporation of the Township of Admaston/Bromley.
2. THAT this agreement attached hereto as 'Appendix 1' shall form a part of this By-Law.
3. THAT this By-law shall come into force and take effect upon the date of the final passing thereof.
4. BE IT FURTHER ENACTED, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

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

READ a third time and passed this 7th day of April, 2022.

MAYOR Michael Donohue

CAO/Clerk Jennifer Charkavi

AGREEMENT

BETWEEN:

The Corporation of the Township of
Admaston/Bromley Herein referred to as
"the Municipality"

-and-

Michael Kelly
Herein referred to as "the Owner"

WHEREAS the Owner is the owner of lands legally described as Concession 8, Lots 17 and 18 in the Township of Admaston/Bromley and located at 58 Dragonfly Way.

AND WHEREAS the Owner wishes to construct a new dwelling on the said property while continuing to leave the existing dwelling in place until the new dwelling is completed and an occupancy permit has been obtained.

AND WHEREAS the Parties have agreed to enter into an agreement providing for the temporary use of the existing dwelling, for a limited period, while a new dwelling is being constructed. After which, the existing dwelling will be removed at the expense of the Owner.

THEREFORE IN CONSIDERATION of the Municipality allowing the existing dwelling to remain on the property, the Parties hereto agree as follows:

1. The Owner agrees that the existing dwelling is a temporary structure only and that constructing a new dwelling on the same property is non-conforming and in violation of Municipal By-Laws.
2. The Owner agrees that the existing dwelling will be demolished to the satisfaction of the Chief Building Official no later than two months after an occupancy permit has been issued for the new dwelling. If a later date is required, an extension must be given in writing by the Chief Building Official, the decision being exclusively within the discretion of the Chief Building Official for the Municipality. A demolition permit must be obtained prior to demolishing the existing dwelling.
3. In the even the Owner fails to honor the terms of this Agreement, the Municipality will be at liberty to enter onto the property of the Owner and demolish the existing dwelling. All costs incurred to demolish this dwelling will be added as a lien on the property and collected in the same manner as property taxes.
4. The Owner agrees that the new dwelling will be erected on the premises in accordance with the Township of Admaston/Bromley's Comprehensive Zoning By-Law No. 2004-13 and all other applicable by-laws. Upon mutual consent of this agreement, the Municipality will issue all required permits once we have received the proper applications and all required documentation.
5. The Owner agrees that the Municipality may if it so desires register notice of this Agreement on the Owner's title.
6. This agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

IN WITNESS WHEREOF, THE MUNICIPALITY has hereunto affixed its Corporate seal, duly attested to by the hands of its proper signing officers duly authorized in that behalf. The Owner has hereunto affixed her hand and seal.

SIGNED, SEALED AND DELIVERED

)
)
)
)
)
) _____
) Michael Kelly

)
) THE CORPORATION OF THE
) TOWNSHIP OF ADMASTON/BROMLEY
)
)
) _____
) MAYOR Michael Donohue
)
)
) _____
) CAO/CLERK Jennifer Charkavi

ACTION TRACKING LIST

				Updated Information
				NEW
Date	Item	Assigned To	Due Date	Current Status
October 2021	UPDATE Asset Management Plan	Acting Treasurer/Deputy Clerk	Early 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	County of Renfrew Cannabis Study is almost done. Township staff working with County to update Zoning By-Law.
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.
January 2022	Canada Day	CAO/Clerk	Ongoing	Investigate Canada Day activities

CORPORATION OF THE TOWNSHIP OF ADMASTON/BROMLEY

BY-LAW No. 2022-29
**A BY-LAW TO CONFIRM PROCEEDINGS OF
THE COUNCIL OF THE TOWNSHIP OF ADMASTON/BROMLEY
AT THE COUNCIL MEETING HELD APRIL 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 April 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 April 2022.

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

Mayor

CAO/Clerk

CALL FOR NOMINATIONS

2022 Senior of the Year

Mayor and Council of Admaston/Bromley are requesting nominations of candidates who exemplify outstanding service to our community for Senior of the year. We are fortunate to have many citizens who go above and beyond and have a passionate desire towards the betterment of the Township of Admaston/Bromley.

Deadline for Submissions –
May 13, 2022

“Our Township, Our
Business, Our Home”

2022 Citizen of the Year

Mayor and Council of Admaston/Bromley are requesting nominations of candidates who exemplify outstanding service to our community for Citizen of the year. We are fortunate to have many citizens who go above and beyond and have a passionate desire towards the betterment of the Township of Admaston/Bromley.

2022 Youth Citizen of the Year

Do you know of a young Admaston/Bromley resident who meets the following criteria?

- 21 years of age and under
- Makes worthwhile and selfless contributions to community service
- An individual who has shown a commitment to make life better for others and do more than is normally expected at their age

Individuals chosen will be awarded on July 1st, 2022 at the Township's Canada Day Event.

Please send a letter detailing why you are nominating the individual to the Township. You may call 613-432-2885, email info@admastonbromley.com or send by mail to 477 Stone Road, Renfrew, ON K7V 3Z5



**The Corporation of the
Municipality of Mississippi Mills**

Council Meeting

Resolution Number 079-22

Title: Information List #05-22 Township of South Glengarry Resolution re: Abandoned Cemeteries

Date: Tuesday, March 15, 2022

Moved by Councillor Holmes

Seconded by Councillor Dalgity

BE IT RESOLVED THAT the Council of the Municipality of Mississippi Mills hereby supports Prince Edward County's call for government action concerning the current legislation and regulations surrounding municipal requirements to take over and maintain abandoned operating cemeteries;

AND FURTHERMORE that a copy of this resolution be sent to the Minister of Government & Consumer Services, ROMA, the Eastern Ontario Wardens Caucus and all Ontario municipalities.

CARRIED

I, Casey Munro, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.



Casey Munro, Deputy Clerk