### Township of North Stormont



# Agenda Regular Meeting Tuesday, June 24, 2025 6:00 PM Council Chambers

			Page
1.	<b>CALI</b> 1.1.	_ TO ORDER <pre>https://www.youtube.com/@TownshipofNorthStormont BE it resolved that this regular meeting now open at p.m.</pre>	
2.	OPEI	NING REMARKS	
3.		PTION OF THE AGENDA AMENDMENT(S) ADDITION(S) OR ETION(S)	
	3.1.	BE it resolved that the agenda be approved as presented.	
4.	DISC	LOSURE OF PECUNIARY INTEREST AND NATURE THEREOF	
5.	PUBI	LIC MEETING	
6.	DELE	EGATIONS/PRESENTATIONS	
	6.1.	2025 Senior of the Year Award Presentation to Nancy Wert	
7.	ADO	PTION OF MINUTES OF PREVIOUS MEETING	
	7.1.	BE it resolved that the following minutes be approved as presented: Regular Meeting - June 10, 2025 Minutes	5 - 14
		Regular Meeting - 10 Jun 2025 - Minutes	
8.	ADO	PTION OF MINUTES OF COMMITTEES AND LOCAL BOARDS	
	8.1.	Raisin Region Conservation Board Minutes Raisin Region Conservation Authority Board Highlights RRCA Minutes - May 1, 2025	15 - 18
		RRCA Board Highlights - June 6, 2025	
9.	RECI	EIVING OF MONTHLY STAFF REPORTS AND RECOMMENDATIONS	
	9.1.	Authorize Pre-Servicing Agreement with Tripine Developments Inc. THAT the Council of the Township of North Stormont accepts information report PD 04-2025 from the Planning Department and supports the pre-servicing agreement with Tripine Developments Inc (also known as Stormont Developments Inc).	19 - 23

	Developments Inc Pdf	
9.2.	Revised Water and Wastewater Billing and Collection Policy THAT the Council of the Township of North Stormont accepts report FIN 11-2025 from the Treasurer, regarding the revised Water and Wastewater Billing Policy, to be formally accepted by By-law.  FIN11-2025Revised Water and Wastewater Billing and Collection Policy - Pdf	24 - 36
9.3.	Corporate Vehicle Policy THAT the Council of the Township of North Stormont accepts report FIN 12-2025 from the Treasurer, regarding a Corporate Vehicle Policy, to be formally adopted by By-law.  FIN12-2025Corporate Vehicle Policy - Pdf	37 - 42
9.4.	2026 Municipal Elections Voting Methods THAT the Council of the Township of North Stormont approve report ADMIN 11-2025 from the CAO/Clerk for alternative voting methods, specifically internet and phone based voting method, for the 2026 Municipal Election.  ADMIN11-20252026 Municipal Elections Voting Methods - Pdf	43 - 45
MUNI	CIPAL BY-LAWS	
10.1.	By-Law No. 43-2025 - 2026 Municipal Election Forms BE it resolved that By-Law No. 43-2025, being a By-law to authorize the use of French in notices and prescribed forms for the 2026 Municipal Election be read a first, second and third time, passed, signed and sealed in Open Council this 24th day of June, 2025.  43-2025 - Election Forms and Usage of French Language	46
10.2.	By-Law No. 44-2025 - Repeal and Replace By-Law 71-2023, the Water and Wastewater Billing and Collection Policy BE it resolved that By-Law No. 44-2025, being a By-law to repeal and replace By-Law No. 71-2023 and to adopt Policy Number FIN 02-2025, the Water and Wastewater Billing and Collection Policy, for the Township of North Stormont be read a first, second and third time, passed, signed and sealed in Open Council this 24th day of June, 2025. 44-2025 - Water and Wastewater Billing and Collection Policy	47 - 54
10.3.	By-Law No. 45-2025 - Repeal and Replace By-Law No. 39-2024 - Temporary Patio Extension Policy BE it resolved that By-Law No. 45-2025, being a By-law to repeal and replace By-Law No. 39-2024 and to adopt Policy Number ADMIN 02-2025, the Temporary Patio Extension Policy, for the Township of North Stormont be read a first, second and third time, passed, signed and	55 - 58

10.

### 45-2025 - Temporary Patio Extension Policy

### 11. CORRESPONDENCE

### 11.1. Township of Georgian Bay

59 - 72

Resolution - Floating Accommodations
Floating Accommodations Position Paper

### 11.2. Town of Bradford West Gwillimbury

73 - 74

Resolution - Advocacy for Increased Income Support Thresholds for Canadian Veterans

### 11.3. City of Guelph

75 - 76

Resolution - Special Economics Zone Act, 2025

### 11.4. Raisin Region Conservation Board Minutes Raisin Region Conservation Authority Board Highlights

77 - 80

BE it resolved that the correspondence as listed as Items 11.1 to 11.4 on the agenda be received.

RRCA Minutes - May 1, 2025

RRCA Board Highlights -June 5, 2025

### 12. MOTIONS AND NOTICES OF MOTIONS

### 13. PETITIONS

### 14. UNFINISHED BUSINESS

14.1. Bell Canada Trail

81 - 104

THAT the Council of the Township of North Stormont reconsiders the original request to accept report ADMIN 10-2025 from the CAO/Clerk regarding the potential disposition of the southern portion of the the Bell Canada Trail (PIN 601060413) and to direct Administration to obtain a legal opinion on the process to transfer lands and to further obtain an evaluation of this property prior to any sale taking place as presented at the May 27th regular meeting of Council.

ADMIN10-2025Bell Canada Trail

### 15. NEW BUSINESS

### 16. SCHEDULING OF MEETINGS

16.1. June 26, 2025 - Committee of Adjustment 8:30am June 26, 2025 - Fire Services Committee 6:30pm July 22, 2025 - Regular Meeting 6:00pm August 12, 2025 - Regular Meeting 6:00pm

### 17. COMING EVENTS

### 17.1. Recreation Coming Events Listing

### Coming Events - June-July

### 18. CLOSING REMARKS OR COUNCIL COMMENTS

### 19. CLOSED SESSION

### 20. RATIFICATION/CONFIRMING BY-LAW

20.1. **By-Law No. 46-2025 - Ratification** 

BE it resolved that By-Law No. 46-2025, being a By-law to adopt, confirm and ratify Council's actions at its regular meeting of June 24, 2025, be read a first, second and third time, passed, signed and sealed in Open Council this 24th day of June, 2025.

46-2025 - Ratify June 24

### 21. ADJOURNMENT

21.1. BE it resolved that this regular meeting adjourn at \_\_\_\_ p.m.

107



Township of North Stormont MINUTES Regular Meeting Tuesday, June 10, 2025 Council Chambers 6:00 PM

**COUNCIL PRESENT:** François Landry, Mayor

Steve Densham, Deputy Mayor Adrian Bugelli, Councillor Alison McDonald, Councillor Charles Shane, Councillor

**COUNCIL ABSENT:** 

**STAFF PRESENT:** Craig Calder, CAO/Clerk

Lea Anne Munro, Deputy Clerk Kimberley Goyette, Treasurer

Nancy-Ann Gauthier, Fire Chief/Municipal Law Enforcement Officer

Pierre Thibault, Director of Parks, Recreation and Facilities

Blake Henderson, Public Works Superintendent

OTHERS PRESENT: Todd Lihou, Corporate Communications Coordinator, SDG Counties

Peter Young, Director of Planning & Economic Development Services

Megan Benoit, Development Planner, SDG Counties Reuben Noel, Co-Owner Tripine Developments Inc.

Christina Morgan, Partner Welch LLP

### 1. CALL TO ORDER

https://www.youtube.com/@TownshipofNorthStormont

RES-188-2025 Moved by Deputy Mayor Densham, Seconded by Councillor McDonald BE it resolved that this regular meeting now open at 6:01 p.m.

**CARRIED** 

- 2. OPENING REMARKS
- 3. ADOPTION OF THE AGENDA amendment(s) addition(s) or deletion(s)

RES-189-2025 Moved by Councillor McDonald, Seconded by Councillor Bugelli

BE it resolved that the agenda be approved as amended to add a presentation under Section 5.1 Public Meeting, Tripine Public Meeting June 10 to SDG.

**CARRIED** 

### 4. DISCLOSURE OF PECUNIARY INTEREST AND NATURE THEREOF

### 5. PUBLIC MEETING

Plan of Subdivision, SDG File No. 01-NS-S-2025 and Zoning Amendment Z-2025-05 (Heritage Trail Subdivision)

Megan Benoit, Development Planner from SDG Counties presented Council with an overview of the proposed subdivision plans and request for zoning amendment for the Heritage Trail development. The Counties are the approval authority for plans of subdivisions and are required by resolution passed at the Counties to hold a public meeting to inform Council and the public on proposed plans of subdivisions and North Stormont has the authority to approve zoning amendment requests for applications received.

This meeting was for information only, for questions and gathering of further information and no decisions will be made regarding the plan of subdivision or zoning amendment request. There were some agency comments from South Nation Conservation Authority, Canada Post, and SDG County Transportation. Public comments, only one was received about an agricultural entrance and access across the trail that runs through the property.

Reuban Noel, Co-Owner of Tripine Developments Inc. gave Council and the public an overview of the plans for the proposed Heritage Trail subdivision. This will be a 45 Unit new development project with 24 townhomes and semi-detached and 21 single detached dwellings. They are also proposing that the former railway corridor be transformed into a walking trail accessible to the public.

### **Council and Public Questions/Comments**

### Council questions/concerns

1. Deputy Mayor Densham commented that it is exciting to see new development coming to the township. One question is with regards to the trail, is this land able to be developed or is that why they were looking to give that to the township for parkland, maybe some rural lots could be bigger and extended if the land is able to be developed. Who would be responsible to maintain this trail after and what would be the costs?

A township resident, Cheryl Schneider from 63 Main Street/County Road 12 actually answered and that no, the trail is not able to be developed as it used to be an old railway line, and it is built up it higher, there is no way to use this to develop. Reuban Noel of Tripine Developments also mentioned that no it could not be developed but that they were hoping to have this as a trail to have meaningful spaces for the residents to enjoy. With regards to maintenance, this company has helped establish community groups in other areas to have open space, gardens and would be maintained by the community, Tripine would provide seed/start-up money to purchase material and equipment to

maintain the trail. Mayor Landry also mentioned that he believes there is an easement over the trail with Bell Alliance, and this was confirmed so it could not be developed.

- 2. Councillor McDonald enquired if this proposed trail was intended to form part of or all of the five percent parkland requirement.
  - Mr. Noel confirmed that it would be part of the requirement and that the were working with including parts of the stormwater management.
- 3. Councillor McDonald also asked whether that block is adequate for the stormwater with the creek and setbacks.
  - Mr. Noel confirmed that yes it was based on the engineering designs.
- 4. Councillor McDonald asked if there was any consideration to a low impact design.
  - Mr. Noel said that yes they definitely have incorporated this in with the stormwater drainage at the front.
- 5. Councillor McDonald commented that this appears to be a nice plan and a suitable site, the developers have made some smart choices on choosing the proper land for this development. Also, there appears to be no major planning related issues, and the soil is good and has good drainage as it was farmed land. The proposed trail will be an ongoing conversation as they have a lot work ahead of them to rationalize recreation and how they offer that to all of the communities and to make sure it is the best fit for the community. Councillor McDonald thanked Mr. Noel for coming and presenting to Council.
- 6. Mayor Landry asked how many number of doors there would be in this proposed subdivision.
  - Mr. Noel with Ms. Benoit confirmed that there would be a total of 45 doors, 24 townhomes and semi-detached and 21 single detached dwellings.
- 7. Mayor Landry also enquired about the pumping station and gravity going down to the existing station and across County Road 12 from the new subdivision and are there any upgrades or enhancements required.
  - Mr. Noel said no that there is nothing required and Blake Henderson, Public Works Superintendent explained that there are lots of sewer allocations and water will be okay as well as they had found some deficiencies in the water system which will create more allocations.

8. Mayor Landry had some concerns about the costs for the line going to the lagoon and that other developers may have paid for some of this and how that would affect this subdivision if any.

Mr. Henderson explained that the allocation costing of capital for water and sewer connections would be how the costs get covered. There is no extra cost to the developer it is charged per doors, for example if 45 units, it would be 45 water costs and 45 sewer costs. Mr. Noel explained that these costs will be recovered through the capital allocation costs.

### **Public questions/concerns**

Michael Chislett, 41 Richer Street, Crysler Mr. Chislett looked at some background information relating to Finch and Crysler and decided to bring his interests forward to better understand and get some answers to his questions. He was mainly concerned about the number of allocations every year and the capacity on the wastewater system in how this new proposed subdivision relates to what is happening already in Crysler and the future growth possibilities. He was looking for an updated annual report on the allocations, he could not find this on the website for the current year and also he reviewed the Water and Wastewater Master Plan. He is concerned that additional development might impact capacity and the flows for the future and the costing of infrastructure and how this all affects the timelines that were

Mr. Chislett was also concerned that both the pumping station and sewage pipes sized to handle the flows of the extra homes to be built.

proposed in the master plan up to 2051.

Mr. Henderson confirmed that yes the pipe is sized to cover the capacity.

The Mayor confirmed that the lagoon is a municipal lagoon that serves both Finch and Crysler and should be viewed as one for both areas.

Mr. Chislett closed with a comment that he wants to make sure that all developers are contributing and paying their fare shares of the expansion of infrastructure, like the lagoons and not just having to pay the connection fees for water and sewer units. These are concerns that he wanted to bring forward for Council to consider when looking to make a decision on the development going forward and that he is not opposed to growth and development but wants to make sure our infrastructure can handle it and that the budget can handle it as well.

Mayor Landry, Deputy Mayor Densham and Councillor McDonald mentioned that these are all important questions to be brought forward and that these questions should be brought forward to our engineers to ensure that our numbers are okay and that this proposed subdivision will not affect or change the numbers or proposed scenarios in the water and wastewater master plan. They believe that staff have done a great job at reviewing the plan and

allocations and that they feel that we are okay and that Finch is ready to expand and be developed and the fact that when developers come in and are ready to go that we do have capacity.

### 2. Mr. Dale Dingwall, 15040 Concession 3-4 Road, Finch

Mr. Dingwall mentioned that he lives right at the one end of the where the subdivision is proposed and he has some concerns about the sewage situation as well. He was also concerned on what the distance would be for the road and how far off it would be from his property line for snow removal. Will he expect to have snow blown or shoved into his backyard property as he knows how far the snow is pushed when the plow as he has done some work for the township in the past for snow removal.

Mayor Landry mentioned that with subdivisions, they do not move as fast in the towns as what they do in the rural areas and usually you don't get as much snow thrown as far back.

Mr. Dingwall also wants to know if they will build right on his fence line, how far off are they allowed to build, same with ditches are there going to be ditches on the road, will they be built high and his property will receive all of the runoff.

Another concern Mr. Dingwall brought forward was about dogs running lose, that many units being built, there are bound to be close to half of the units' owning dogs and he doesn't want them running in his yard. He was wondering if as an existing owner, does he have rights to have a fence put up or something like that.

Mr. Dingwall also mentioned concerns if the noise and dust once building starts, is this going to be controlled. What times will they build starting in the morning or finish at night.

The last concern was about this trail that they may make through the property or donated to the township is not very wide, a stone can be thrown from his property across the entire trail, it is open on the one side and he is worried about trespassers on his property and currently there are some issues with four wheelers coming in off the highway and going across his lawn and through is driveway as the is a gate there now that is closed. Also, who would maintain the ditches and mowing the grass, would this be the township.

Last comments from Mr. Dingwall is that he doesn't want to stop the subdivision from moving forward, but he wants to protect his rights and his property from some of these things that could happen and would like to keep it somewhat private. He wondered when the plan was for this to be moved forward.

Mr. Noel said they wanted to start building this summer.

3. Armin Khagi, 14731 Concession 3-4 Road, Finch

Mr. Khagi was concerned about entrance to his farm field over the trail that is being proposed. He does not have an easement access over this currently and it would be landlocked with no access. Could something be worked in as an agreement that he would still have access to his land.

Ms. Benoit confirmed that she had spoken to his spouse earlier about this and that she had spoken with transportation about this access point and that this entrance was confirmed that it would not be removed. From the County perspective they are okay to leave this access there, but it would be up to whomever takes ownership of this portion and their discretion to allow for this and possibly set up an easement. This was discussed with CAO/Clerk Calder that nobody wants to limit access, but it is not decided yet whom would own this portion, currently it is proposed that the township take over this portion of the trail, but nothing has been decided if this will be part of the parkland that the township accepts but ultimately it will be left with whomever takes ownership of this, or it could be sold to the farmer, nothing is set in stone on who should own this.

Mr. Khagi was also concerned if this land becomes a trail then fencing would need to be done or updated as it has been falling down from tree limbs etc., but this would help for dogs running at large and to try to alleviate some of the four wheelers and people biking along the path. He was just wondering if that could be rebuilt and put along the property lines on both sides. He has had some issues with four wheelers driving through crops.

Mayor Landy spoke about another trail in Crysler and that there was no fencing for their, they have farmers fields on either side and is kept up very well from the committee. Mr. Khagi mentioned that once the gate was put up that it helped a little but if this becomes a public trail that it would be hard to maintain.

CAO/Clerk Calder mentioned that in the past and with other trails he has seen that with more pedestrian use, the traffic and vehicles will be more policed and there will be less vehicles using the trail.

4. Pierre Thibault, Director of Parks, Recreation and Facilities, North Stormont

Mr. Thibault's concerns were that the entire trail, the length and the width looks like it is more than the five percent required for parkland and is the township obligated and required to buy and pay for this extra to access the end of the trail. Depending on the width you may not have the room to put up new trees or fences especially that there is fibre optic along the trail, they will always have to have access. The other concern is the maintenance of the trail and who would be responsible for this, we don't have the staff to maintain this trail. Having a new committee to look after this would be great, but we need to make sure that we can look after and maintain the lands once we own them.

Final comments from the Mayor on the proposed subdivision, there is no official decision made, and he would like to see growth to bring back some of the services that we have lost over the years in our towns. Years ago, the towns were thriving and growing, and this has declined over the years, also with new homes brings new families and they are usually more affordable than the big cities and will increase and hopefully put some more life into a small town. Great to see the questions and concerns as well from the existing residents, but hopefully we can work together to move this forward and make this a successful project.

### 6. DELEGATIONS/PRESENTATIONS

### Christina Morgan, Partner Welch LLP Auditors Presentation and 2024 Draft Financial Statements

Ms. Christina Morgan gave a short presentation to Council on the 2024 financial audit. Ms. Morgan went on to advise Council that the audit was a good one, very clean and no major concerns other than building up reserves. She advised Council that the township is in a healthy position moving forward. There were a few questions from Council and then the Mayor on behalf of Council, thanked her for the presentation, their work and the hard work that staff did as well to bring us to a very good audit and was pleased to see that the township is in a good financial place.

### **Todd Lihou, Corporate Communications Coordinator, SDG Counties Website Update Presentation**

Mr. Todd Lihou gave Council a brief overview of the state of the website, he also talked about the features and who is responsible for what on the site. He unfortunately did not have the traffic numbers on the site but would advise Council once he receives them. Mr. Lihou also suggested making a change with regards to social media and removing "X" and adding "Instagram" as the numbers are not as high as he would have like to see for "X". Also discussed was that when the website was rebuilt, it was in combination with SDG Counties and the Township of North Dundas and in discussions with both municipalities, there is no appetite to do any major upgrades or changes at this time, maybe some minor adjustments here and there but nothing major. The costs maybe be higher when looking at making these changes alone.

Council had a few changes that they would like to see such as making it easier to find the council meeting agendas and minutes, moving the toggle button to change languages to view the website and changing the social media to remove "X" and add "Instagram". The Mayor asked that the changes be made and brought back for further review with Council. Mayor Landry on behalf of Council thanked Mr. Lihou for his presentation and the work he continues to do on behalf of the township.

### 7. ADOPTION OF MINUTES OF PREVIOUS MEETING

RES-190-2025 Moved by Deputy Mayor Densham, Seconded by Councillor McDonald BE it resolved that the following minutes be approved as presented:

Special Meeting - April 14, 2025 Minutes
Regular Meeting - May 27, 2025 Minutes
CARRIED

### 8. ADOPTION OF MINUTES OF COMMITTEES AND LOCAL BOARDS

### 9. RECEIVING OF MONTHLY STAFF REPORTS AND RECOMMENDATIONS

RES-191-2025 Moved by Councillor Bugelli, Seconded by Councillor McDonald BE it resolved that the following monthly reports be received:

By-Law Enforcement

Building

Fire

Recreation & Facilities

Public Works
Deputy Clerk
CAO/Clerk

**CARRIED** 

### Lift Holding Zone - Zoning By-law (By-Law 40-2025)

RES-192-2025 Moved by Councillor McDonald, Seconded by Deputy Mayor Densham THAT the Council of the Township of North Stormont receives and accepts Report No. PD 03-2025 from the Planning Department to remove a holding zone from subject lands as described in this report to be passed later by Bylaw.

### **CARRIED**

### **Vesting of Property**

RES-193-2025 Moved by Deputy Mayor Densham, Seconded by Councillor McDonald THAT the Council of the Township of North Stormont approves Report No. FIN 10-2025 from the Treasurer for the vesting of roll number 0411 016 01130010.0000, Labrosse Street, PIN 60118-0353 (LT), PT BLK O PL 66 AS IN TR15312 EXCEPT TR17086, TR17744, TR19353, S70261 that was not sold in the Tax Sale of May 7th, 2025, to add to its inventory of land;

AND FURTHERMORE, that the Council of the Township of North Stormont approves writing off the unpaid taxes in full.

**CARRIED** 

### 10. MUNICIPAL BY-LAWS

### By-Law 40-2025 - Removal of Holding Zone

RES-194-2025 Moved by Councillor Bugelli, Seconded by Councillor McDonald BE it resolved that By-Law 40-2025, being a By-law to amend Zoning By-Law 08-2014 to remove a holding zone (East Ontario Land Improvement Ltd.) be read a first, second and third time, passed, signed and sealed in Open Council this 10th day of June, 2025.

### 11. CORRESPONDENCE

**CARRIED** 

RES-195-2025 Moved by Councillor Bugelli, Seconded by Deputy Mayor Densham
BE it resolved that the correspondence as listed as items 11.1 to 11.3 on the
agenda be received.

CARRIED

- 12. MOTIONS AND NOTICES OF MOTIONS
- 13. PETITIONS
- 14. UNFINISHED BUSINESS
- 15. NEW BUSINESS

### 2024 Financial Statements

RES-196-2025 Moved by Councillor Shane, Seconded by Councillor Bugelli
BE it resolved that the Council of the Township of North Stormont approves the
2024 draft financial statements as presented from the external auditors Welch
LLP:

AND FURTHER BE it resolved that Council authorizes Staff to sign and execute all necessary documents to finalize the 2024 Financial Statements for the Township of North Stormont.

**CARRIED** 

- 16. SCHEDULING OF MEETINGS
- 17. COMING EVENTS

**Recreation Coming Events Listing** 

18. CLOSING REMARKS OR COUNCIL COMMENTS

Township of North Stormont	
Regular Meeting Minutes – June 10, 2025	

### 19. CLOSED SESSION

RES-197-2025 Moved by Deputy Mayor Densham, Seconded by Councillor McDonald BE it resolved that this meeting adjourn to a closed session for the following reasons:

As per Section 239, a meeting or part of a meeting may be closed to the public if the subject matter being considered is,

- (b) personal matters about an identifiable individual, including municipal or local board employees; and
- (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value

**CARRIED** 

RES-198-2025 Moved by Councillor McDonald, Seconded by Councillor Shane BE it resolved that the public session reopens at 9:09 p.m. **CARRIED** 

### 20. RATIFICATION/CONFIRMING BY-LAW

By-Law No. 41-2025 - Ratification

RES-199-2025 Moved by Councillor Bugelli, Seconded by Deputy Mayor Densham
BE it resolved that By-Law No. 41-2025, being a By-law to adopt, confirm and
ratify Council's actions at its regular meeting of June 10, 2025, be read a first,
second and third time, passed, signed and sealed in Open Council this 10th
day of June, 2025.

**CARRIED** 

### 21. ADJOURNMENT

RES-200-2025 Moved by Councillor Shane, Seconded by Councillor McDonald BE it resolved that this regular meeting adjourn at 9:10 p.m. **CARRIED** 

Mayor	CAO/CLERK

# RAISIN REGION CONSERVATION AUTHORITY BOARD OF DIRECTORS MINUTES MAY 1, 2025

RRCA ADMINISTRATION BUILDING 18045 County Rd. 2, Cornwall, ON

PRESENT: Bryan McGillis, South Stormont, Chair

Andrew Guindon, South Stormont
Adrian Bugelli, North Stormont
Carilyne Hebert, City of Cornwall
Claude McIntosh, City of Cornwall
Martin Lang, South Glengarry
Lachlan McDonald, South Glengarry
Jacques Massie, North Glengarry

STAFF: Alison McDonald, General Manager / Secretary-Treasurer

Josianne Sabourin, Administrative Assistant Phil Barnes, Team Lead, Watershed Management

Scott Braithwaite, Project Coordinator

Sandy Crites, Finance Officer

Lissa Deslandes, Regulations Officer

Matthew Levac, Planning & Regulations Officer Vincent Pilon, Communications Specialist Pete Sabourin, Team Lead, Field Operations

Lisa Van De Ligt, Team Lead, Communications and Stewardship

### **CALL TO ORDER**

Bryan McGillis, Chair, called the meeting to order at 9:00 am.

### **LAND ACKNOWLEDGEMENT**

A Land Acknowledgement was read, recognizing that the meeting is taking place on the traditional territory of the Haudenosaunee peoples, the Mohawks of Akwesasne, original keepers of this land, past and present. The acknowledgment included gratitude for the opportunity to gather and thanks to all generations who have cared for the land for thousands of years.

### **APPROVAL OF AGENDA**

RESOLUTION #34/25 Moved by: Adrian Bugelli Seconded by: Martin Lang

That the agenda be approved as presented.

**CARRIED** 

### **DECLARATION OF CONFLICT OF INTEREST**

None

### **DELEGATIONS / PRESENTATIONS**

Staff presented Project Updates through a PowerPoint presentation.

### **APPROVAL OF MINUTES**

RESOLUTION #35/25:

Moved by: Jacques Massie Seconded by: Andrew Guindon

That the minutes of April 3, 2025, meeting of the Raisin Region Conservation Authority be approved.

**CARRIED** 

### **NEW BUSINESS**

### STATEMENT OF OPERATIONS

The Finance Officer presented the Board with the Statement of Operations for the period ending March 31, 2025.

### FLEET VEHICLE - LEASE BUYOUT

RESOLUTION #36/25:

Moved by: Martin Lang Seconded by: Adrian Bugelli

THAT the Board of Directors approve buying out the Blazer lease at a cost of \$26,258.78.

**CARRIED** 

### **FUTURE MEETINGS**

RRCA Board of Directors starting at 9:00 am - Jun 5 (Cooper Marsh), Sept 4, Oct. 2

### **CLOSED SESSION**

- a) Financial information supplied in confidence to the Authority
- b) Proposed or pending acquisition or disposition of land by the Authority
- c) Personnel Matters

RESOLUTION #37/25:

Moved by: Jacques Massie Seconded by: Andrew Guindon

THAT the Board of Directors Meeting move into Closed Session to discuss items (a), (b) & (c) mentioned above.

**CARRIED** 

RESOLUTION #38/25:

Moved by: Jaques Massie Seconded by: Martin Lang

THAT the Board of Directors Meeting move to Open Session.

**CARRIED** 

RESOLUTION #39/25:

Moved by: Claude McIntosh Seconded by: Carilyne Hebert

THAT the Board direct staff to bring a report on the formation of a finance working group to the next meeting.

**CARRIED** 

RESOLUTION #40/25:

Moved by: Claude McIntosh

Seconded by: Lachlan McDonald

THAT the Board of Directors authorize staff to pursue items of action discussed in the Closed Session.

**CARRIED** 

### **ADJOURNMENT**

RESOLUTION #41/25:

Moved by: Adrian Bugelli

Seconded by: Lachlan McDonald

THAT the Board of Directors Meeting of May 1, 2025 be adjourned.

Bryan McGilli

Chair

Alison McDonald

General Manager / Secretary-Treasurer



Tel: 613-938-3611 www.rrca.on.ca

#### **MEMORANDUM**

To: Township of North Stormont Council, CAO, and Clerk

From: Lisa Van De Ligt, Team Lead, Communications and Stewardship

**Date:** June 6, 2025

**Subject:** RRCA Board of Directors meeting highlights (June 5, 2025)

The Raisin Region Conservation Authority (RRCA) Board of Directors consists of eight representatives from the RRCA's five member municipalities: City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont and North Stormont.

Following every Board meeting, councils, CAOs and clerks of the RRCA's five member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December, unless a special meeting is called).

### June 5, 2025 RRCA Board of Directors Meeting Highlights:

- Approved minutes from the May 1, 2025 meeting can be found at http://www.rrca.on.ca/Governance.
- Board approved the RRCA's Strategic Action Plan.
- Board approved the 2024 RRCA Financial Statements.
- Board approved the 2024 RRCA Annual Report, which will be circulated to RRCA's member municipalities and other partners.
- Board appointed three members to sit on the RRCA Corporate Services Working Group.
- Board approved contractors for wetland establishment projects.
- Board approved the submission of two funding applications (e.g. tree planting and partner technical support).

Next RRCA Board meeting date: September 4, 2025 at 9:00 a.m.



### The Corporation of the Township of

### **Report No.** PD-04-2025

### NORTH STORMONT

Agenda Date:	June 24, 2025
Subject:	Authorize Pre-Servicing Agreement with Tripine Developments Inc.
Attachments:	□ <u>Tripine Map</u>

### 1.0 **RECOMMENDATION**

THAT the Council of the Township of North Stormont accepts information report PD 04-2025 from the Planning Department and supports the preservicing agreement with Tripine Developments Inc (also known as Stormont Developments Inc).

### 2.0 **LEGAL DESCRIPTION**

The Planning Act

### 3.0 BACKGROUND

A plan of subdivision and rezoning application was submitted to SDG Counties and the Township of North Stormont for a 45 unit development at the north end of Finch. The developers is Tripine Developments Inc. using Stormont Developments Inc. for this property acquisition. The subdivision would be connected to water and sewer services. A public meeting was held on June 10, 2025. Based on the comments and agency circulation received to date, it is expected that conditions of draft approval would be brought forward at the July or August Council meeting, with draft approval received from SDG shortly afterwards.

### 4.0 POLICY CONSIDERATION

Delegation of Authority By-law

### 5.0 ANALYSIS

Engineering comments have been positive and the applicant has requested whether they can proceed with pre-servicing the road while the draft conditions are prepared to address comments and concerns regarding the proposed trail, fencing, maintenance and other issues unrelated to the servicing infrastructure.

The Delegated Authority By-law allows the CAO/Clerk to approve a preservicing agreement if draft approval has been granted by SDG. If draft approval has not yet been issued, Council may still approve the request. In this case, the proposed work would be limited to underground works and other detailed designs that have been approved by the Township's engineer and public works. SDG, CIMA+ and Public Works have no concerns with proceeding with the servicing agreement while draft conditions relating to parkland and other issues are finalized.

### 6.0 **ENVIRONMENTAL CONSIDERATIONS**

N/A

### 7.0 RECOMMENDED CONDITIONS

Conditions of approval are contained in the pre-servicing agreement, including the recognition by Tripine that a Subdivision Agreement has not yet been entered into and therefore any changes to the lands required as part of a future Subdivision Agreement would be fully assumed by Tripine. In addition, the proposed limited works will require the issuance of Site Securities in advance of any work being carried out.

### 8.0 ALTERNATIVES

THAT Council not support the recommended pre-servicing agreement.

### FINANCIAL/STAFFING IMPLICATIONS

This item has been approved in the current budget:	Yes □ No □	N/A X
This item is within the approved budgeted amount:	Yes □ No □	N/A X
This item is mandated by the Provincial/Federal Government:	Yes □ No □	N/A X

Prepared By: **Submitted for Council** Reviewed and submitted consideration by: by: Craig Calder CAO/Clerk Craig Calder **Peter Young** Director of Planning & CAO/Clerk **Economic Development Services** 

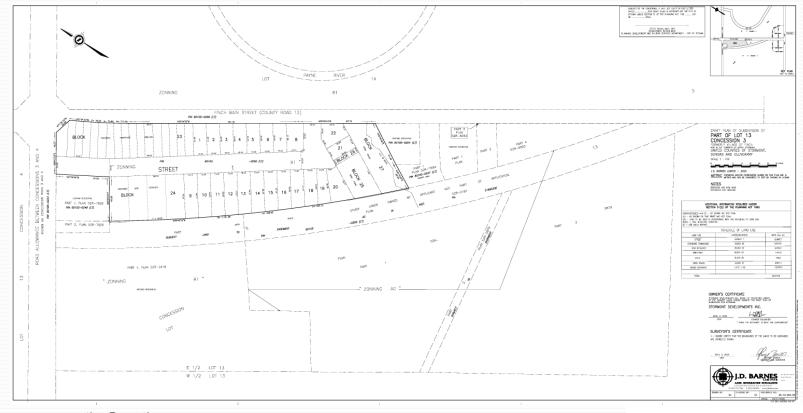
## **Site Location**







# **Proposed Subdivision**









### The Corporation of the Township of

### Report No. FIN-11-2025

### NORTH STORMONT

Agenda Date:	June 24, 2025	
Subject: Revised Water and Wastewater Billing and Collection Policy		
Attachments:	□ <u>w&amp;s Current policy</u>	
	□ Water & Wastewater Billing and Collection Policy 2025	

### 1.0 RECOMMENDATION

THAT the Council of the Township of North Stormont accepts report FIN 11-2025 from the Treasurer, regarding the revised Water and Wastewater Billing Policy, to be formally accepted by By-law.

### 2.0 LEGAL DESCRIPTION

N/A

### 3.0 BACKGROUND

Policies, adopted by Council, serve as a basis for consistent processes procedures for the Municipality. As changes occur in legislation, processes or undocumented changes are noted, policies need to be revised accordingly. The attached is a suggested change in the Water and Wastewater Billing and Collection Policy.

### 4.0 POLICY CONSIDERATION

The policy is being revised to clarify processes and procedures to ensure they are consistent and equitable. It is also in alignment with the Strategic Plan which endorses strong customer service with clear procedures.

### 5.0 ANALYSIS

Attached is both the current Waste and Wastewater Billing and Collection Policy and the revised one for comparison purposes. Track changes on current document indicate the overall changes that are being made. Formats and additional headings (such as legislation, definitions, alignment with the strategic direction, etc) are included in the revised policy. To simply track

changes in the current document created a very messy and confusing document so the two documents have been included for Council's review.

Major changes included vacant lots being billed in October versus November, a minimum refund request amount, annual reminder notices versus multiple reminder notices, disconnect procedures, and the preauthorized payment document to reflect 5 days versus 14 days notice for changes to the plan.

### 6.0 **ENVIRONMENTAL CONSIDERATIONS**

N/A

### 7.0 RECOMMENDED CONDITIONS

That Council approve the revised Water and Wastewater Billing and Collection Policy.

### 8.0 **ALTERNATIVES**

As Council deems appropriate.

### **FINANCIAL/STAFFING IMPLICATIONS**

This item has been approve	Yes□ No□ N/A <b>X</b>		
This item is within the appro	oved budgeted amount:	Yes □ No □ N/A <b>X</b>	
This item is mandated by the	e Provincial/Federal Governme	nt: Yes □ No □ N/A <b>X</b>	
Prepared By: Reviewed and submitted for Council submitted by: Consideration by:			
L'Cogette.	K Cogette.	BB.	
Kimberley Goyette	Kimberley Goyette	Craig Calder	
Treasurer	Treasurer	CAO/Clerk	



### The Corporation of the Township of

NORTH STORMONT

### Report No.

FIN-004-2023

### File No.

F32 – Council and Activity Reports – 2023 Council Reports

		, topolio
Effective Date:	October 10 <sup>th</sup> , 2023	
Subject:	Water and Wastewater Billing and Collection	ion Policy
Prepared by:	Finance Department	

### ADD BACKGROUND AND DEFINITIONS TO BE CONSISTENT WITH POLICY FORMAT

**Purpose:** The guidelines contained in this policy serves as a basis for decision-making relating to water and wastewater billing and collection procedures for all properties on Township water and wastewater services within the Township of North Stormont. Fees will be consistent with the Township Fees and Charges annual by-law.

It will also support the establishment of fair and equitable processes when collecting overdue arrears.

**Billing:** Water and Wastewater bills will be issued quarterly in April, July, October, and January. Vacant lots will be billed annually in November. October A levying by-law passed by Council is required in advance of the first quarter billing. Billings will be post-marked and mailed no later that twenty-one (21) calendar days prior to the due date, which shall be on the last business day of the same month.

Any billing or notice sent by ordinary mail or via e-billing are considered delivered to and received by the addressee (unless an error in the mailing or e-mail address is proven) and does not exempt the customer from penalty charges. Failure to notify the Township of an address change in writing does not constitute an error.

**Payment Options:** Payments may be made in the form of cash, cheques, money orders, bank drafts, credit card through the Township's website, preauthorized payment plans, internet and telephone banking made payable to the Township of North Stormont. Taxpayers are responsible for any fees and charges that may be imposed when making payments.

Water and Wastewater bills may be paid at most major financial institutions, at the Township of North Stormont office (Monday to Friday, between 8:30am - 4:00pm), or via mail to:

Township of North Stormont PO Box 40 <u>CHANGE TO CURRENT</u> Finch ON K0C 1K0

Cheques which are post-dated will be accepted and held by the Finance Department until the date indicated on the cheque. If the payer should request that the post-dated cheque not be processed, the Township should be contacted at least three (3) business days prior to the date indicated on the cheque. If proper advance notice is not received, staff will attempt to retrieve the payment before processing. In the circumstance of a failed attempt to retrieve the cheque before processing, the payer will be encouraged to issue a stop payment on their cheque, however, applicable return cheque fees will apply. Third party cheques will not be accepted.

Refunds will not be issued for cheques received in excess of the amount due, unless the property owner provides the Township in writing, a request for a refund and confirmation of the mailing address. MINIMUM OVER THE QUARTERLY BILLING AMOUNT

**Pre-authorized Payment (PAP) Plans:** Property owners whose utility account is not in arrears may pay current bills through 12 equal monthly pre-authorized payments from January through December, or the full balance payable on the due date. Properties enrolled in any of these two options are not subject to service fees, or late payment charges.

To participate in either of these options, applicants must submit a PAP Plan application in writing on the Township's prescribed form and submit it at least five (5) business days prior to the payment withdrawal date. Please see Appendix 1: PAP Plan Enrollment Form. To terminate or make any alterations to the pre-authorized payment plan, participants must provide a written request to the Township at least five (5) business days prior to the payment withdrawal date.

**Reminder Notices:** Reminder notices for twenty-five dollars (\$25) or less will not be issued. All other notices shall be mailed no later than the 15<sup>th</sup> day of the following months: May, August, and November. ADD ANNUAL REMINDER NOTICES ONCE A YEAR IN NOVEMBER. In lieu of additional reminder notices mailed in February, Tthe final quarter billing issued in January will contain the following statement: "Prior to February's interim tax billing, please be advised that all past due utility account balances will be transferred to taxes", pursuant to subsection 398(2) of *The Municipal Act*, 2001.

**Late Payment Charges:** The purpose of a late payment charge is to persuade ratepayers to pay on time. This rate may be reviewed by the Township each year but cannot exceed the maximum percentage in *The Municipal Act, 2001*. NOTE ACTUAL AMOUNTS OF 1.25% PER MONTH

ADD DISCONNECT PROCEDURES AND FEES

### Appendix 1



PLEASE ATTACH VOID CHEQUE

PO Box 40, 15 Union Street Finch, ON K0C 1K0 Tel: (613) 984-2821 Fax: (613) 984-2908 CHANGE ADDRESS

e-mail:finance@northstormont.ca

### PRE-AUTHORIZED PAYMENT PLAN APPLICATION FORM WATER & SEWER UTILITY ACCOUNT

### **INSTRUCTIONS:**

- 1. Please complete all sections in order to authorize the Township of North Stormont to take payments directly from your account.
- 2. Please sign the Terms and Conditions on the **reverse** of this document.
- 3. Please attach a void cheque or pre-authorized transaction information provided by your Bank, and mail or deliver to the address noted above.

Option 1: Withd	rawal on the due date. Only accou	unts with no arrears may enroll.
Option 2: 12 m	onthly installments, withdrawn on	the first business day of each month.
OPTION 1	OPTION 2	
Water/Sewer Accou	nt No:	
Name(s):		
Property Address:		
Postal Code:	Telephone #:	
Account Informatio	<u>n:</u>	
Name of Bank:		
Address:		
Branch	 Institution	Account #



TOWNSHIP OF

NORTH

STORMONT

A good place to grow

PO Box 40, 15 Union Street Finch, ON K0C 1K0 Tel: (613) 984-2821 Fax: (613) 984-2908

e-mail:finance@northstormont.ca

### PRE-AUTHORIZED PAYMENT PLAN

**Terms and Conditions** 

- 1. I(we) authorize the Township of North Stormont (Payee) to debit my(our) account as indicated on the attached "Void" cheque, or account information provided by a bank official, under the terms and conditions agreed to by me(us) with the Payee until such time as written notice to the contrary is given.
- 2. I(we) acknowledge the delivery of my(our) authorization to the Payee constitutes delivery by me(us) to the branch of the financial institution at which I(we) maintain an account, and that such financial institution is not required to verify that the payment(s) are drawn in accordance with this authorization.
- 3. I(we) will notify the Payee in writing of any changes in the account information or termination of this authorization 14 days prior to the next due date of the pre-authorized debit.
- 4. A service charge will be applicable (and added to my (our) utility account) in the event any payment is not completed by the financial institution due to insufficient funds or for any other reason.
- 5. The Payee may cancel or suspend enrollment in the pre-authorized payment plan after two returned payments.
- 6. I(we) guarantee that all persons whose signatures are required to sign on the account have signed this authorization below.
- 7. I(we) agree to comply with the Rules of the Canadian Payment Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I(we) agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.
- 8. You, the payor, may revoke your authorization at any time subject to providing 14 days notice-SHOULD BE 5 DAYS TO BE CONSISTENT WITH OTHER PLANS in writing to the payee. To obtain a sample cancellation form or for more information on your right to cancel a Pre- Authorized Payment Plan, contact your financial institution or visit www.cdnpay.ca.
- 9. I(we) understand and agree to the foregoing terms and conditions.
- 10. You have certain recourse rights if any debit does not comply with the agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the Pre-Authorized Payment Plan Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca

Signed:	Dated:		
_	Account Holder		
Signed:		Dated:	
•	Account Holder		

POLICY MANUAL	Policy No. FIN 02-2025
For: Township of North Stormont	Effective Date: June 24, 2025
Subject: Water & Wastewater Billing and Collection Policy	Department: Finance Department

### **BACKGROUND**

The Township of North Stormont provides this policy to ensure the prompt, effective and efficient collection of water and wastewater charges for the Township. This includes the water and wastewater services for Crysler, Finch and Moose Creek.

### **PURPOSE**

The guidelines contained in this policy serve as a basis for decision-making relating to water and wastewater billing and collection procedures for all properties on the Township of North Stormont systems. Fees will be consistent with the Township's annual Fees and Charges By-law. It will also support the establishment of fair, equitable and consistent collection procedures to all users on the waterworks systems.

### 1.0 LEGISLATION

As per the Municipal Act, 2001:

Section 391 (1)(a) authorizes a municipality to impose fees and charges on persons for services or activities provided by it.

Section 398(2) authorizes a municipality to add unpaid fees and charges to the tax roll and collect them in the same manner as taxes.

### 2.0 DEFINITIONS

**CAO/Clerk** – means the Chief Administrative Officer/Clerk of the Township.

**Township - indicates** the Corporation of the Township of North Stormont.

**Property Owner** – indicates the owner or tenant occupying a residence in the Township of North Stormont that have a supply of water or wastewater.

**Staff** – refers to the employees of the Corporation of the Township of North Stormont.

### 3.0 ALIGNMENT WITH STRATEGIC DIRECTION

This policy is in line with the Township's vision to ensure continued strong customer service with clear procedures and tools.

### **4.0 ROLES & RESPONSIBILITIES**

This policy is administered by the Finance Department, where the Treasurer is responsible for ensuring processes are performed in accordance with this policy and all applicable legislation. In addition, the Treasurer, or designate, is responsible to:

- Ensure this policy remains consistent with current legislation.
- Ensure applicable staff are aware of and trained on this policy including any revisions; and
- Ensure this policy is used in a consistent and equitable manner by all staff.

### **5.0 PROCEDURES**

### **5.1 New Accounts**

a. All new water/wastewater accounts shall be set up in the property owners' name per residential unit.

### 5.2 Billing

- a. A levying by-law shall be passed by Council prior to the first quarter water/wastewater billing as part of the annual Fees and Charges by-law.
- b. Water/wastewater bills shall be issued quarterly in April, July, October and January.
- c. Vacant lots shall be billed annually in October.
- d. Billings shall be post-marked and mailed no later than twenty-one (21) days prior to the due date.
- e. Any billing sent by regular mail or via e-billing are considered delivered to the addressee unless an error is proven in the mailing or e-mail address. The onus lies on the property owner to provide a correct address. Failure to notify the Township of an address change in writing, does not constitute an error.

### **5.3 Water Connections/Disconnects**

- a. Water connections are managed by the building department through the permit process.
- b. Disconnection of water services, at the request of the owner, must be in writing including the requested date of disconnect. Applicable fees and charges based on the current fees and charges by-law apply.

### 5.4 Payment

- a. Payments may be made in the form of cash, cheques, money orders, bank drafts, credit cards (through the Township's website only), preauthorized payment plans, internet or telephone banking – all made payable to the Township of North Stormont.
- b. Water/wastewater bills may be paid at most major financial institutions or at the Township of North Stormont Office, during regular offices hours at:

Township of North Stormont 57A Cockburn Street Berwick, ON KOC 1G0

- c. Post-dated cheques are accepted and will be held by the Finance department until the date indicated on the cheque. Three business days (3), in advance of the due date, is required if the post-dated cheque is requested by the owner to not be processed.
- d. Third party cheques are not accepted for payment of water/wastewater bills.
- e. Pre-authorized payment plans are available for property owners whose account is not in arrears. Two options are available either 12 monthly preauthorized payments from January to December OR payment of the full amount on the due date. No service fees or late payment charges apply to these options.
- f. Refunds will not be issued for payment received in excess of the amount due, unless the overpayment exceeds the average quarterly payment. Property owners must request the refund in writing to the Township and confirm the mailing address to where the refund is to be sent.

### **5.5 Late Payment Charges**

a. Late payment charges shall be placed on unpaid billing amounts as per the *Municipal Act, 2001* which currently is stated at 1.25% per month.

# **5.6 Reminder Notices** a. Reminder notices shall be issued for all accounts. b. Annual reminder notices shall be issued in November. c. Accounts with outstanding balances after the fourth quarter billing (dated January but pertaining to the period ending December 31st), will be transferred to taxes in mid February. Amounts transferred will be treated the same as taxes and subject to appropriate penalties and interest.



57A Cockburn Street Berwick, ON K0C 1G0 Telephone: 613-984-2821 e-mail: finance@northstormont.ca

# PRE-AUTHORIZED PAYMENT PLAN APPLICATION FORM WATER & SEWER UTILITY ACCOUNT

### **INSTRUCTIONS:**

- 1. Please complete all sections in order to authorize the Township of North Stormont to take payments directly from your account. Only accounts with no arrears can apply.
- 2. Please sign the Terms and Conditions on the reverse of this document.
- 3. Please attach a void cheque and mail or deliver to the address noted above.

**Option 1:** Withdrawal on the due date.

**Option 2:** 12 monthly installments, withdrawn on the first business day of each month.

OPTION 1	OPTION 2		
Utility Account #:			
Name(s):			
Property Address:			
Postal Code:		_Telephone #:	
Email Address:			
Account Information:			
Name of Bank:			
Address:			
Bank #	Transit #		Account #

PLEASE ATTACH VOID CHEQUE

### PRE-AUTHORIZED PAYMENT PLAN Terms and Conditions

- 1. I (we) authorize the Township of North Stormont (Payee) to debit my(our) account as indicated on the attached "Void" cheque, or account information provided by a bank official, under the terms and conditions agreed to by me(us) with the Payee until such time as written notice to the contrary is given.
- 2. I(we) acknowledge the delivery of my(our) authorization to the Payee constitutes delivery by me(us) to the branch of the financial institution at which I(we) maintain an account, and that such financial institution is not required to verify that the payment(s) are drawn in accordance with this authorization.
- 3. I(we) will notify the Payee in writing of any changes in the account information or termination of this authorization at least five (5) business days prior to the next due date of the pre-authorized debit.
- 4. A service charge will be applicable (and added to my(our) account) in the event any payment is not completed by the financial institution due to insufficient funds or for any other reason.
- 5. The Payee may cancel or suspend enrolment in the pre-authorized payment plan after two returned payments.
- 6. With respect to the 12 month instalment plan, I(we) understand that I(we) will receive written notice from the Payee of the amount to be debited at least five (5) business days prior to any change in the amount of the payment.
- 7. I(we) guarantee that all persons whose signatures are required to sign on the account have signed this authorization below.
- 8. I(we) agree to comply with the Rules of the Canadian Payment Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I(we) agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.
- 9. I(we) understand and agree to the foregoing terms and conditions.
- 10. You, the payor, may revoke your authorization at any time subject to providing five (5) business days notice in writing to the payee. To obtain a sample cancellation form or formore information on your right to cancel a Pre-Authorized Payment Plan, contact your financial institution or visit <a href="https://www.cdnpay.ca">www.cdnpay.ca</a>.

Signed: _	Account Holder	Dated:	
	Account Holder		



## The Corporation of the Township of

## Report No. FIN-12-2025

## NORTH STORMONT

Agenda Date:	June 24, 2025	
Subject:	Corporate Vehicle Policy	
Attachments:	□ Corporate Vehicle Policy 2025	

## 1.0 RECOMMENDATION

THAT the Council of the Township of North Stormont accepts report FIN 12-2025, regarding a Corporate Vehicle Policy, to be formally adopted by By-law.

## 2.0 **LEGAL DESCRIPTION**

N/A

## 3.0 BACKGROUND

Policies adopted by Council serve as a basis for consistent processes and procedures for the Municipality. As changes occur in legislation, or items need to updated due procedural changes, policies need to be revised accordingly.

### 4.0 POLICY CONSIDERATION

The Corporate Vehicle Policy is being created to clarify processes and procedures to ensure they are consistent and equitable. It aligns with the Strategic Plan which endorses clear procedures.

## 5.0 ANALYSIS

The attached new Corporate Vehicle Policy has been created to incorporate applicable changes and repeal the applicable items in the Human Resources policy adopted by Council under By-law 07-2024 and the Code of Conduct Policy 06-2015 under By-law 66-2015, that reference the use of corporately owned vehicle usage by staff members.

It also clarifies the use of a corporate vehicle under Canada Revenue Agency legislation regarding taxable benefits as per Council's direction.

## 6.0 ENVIRONMENTAL CONSIDERATIONS

N/A 7.0 **RECOMMENDED CONDITIONS** That Council approve the Corporate Vehicle Policy. 8.0 **ALTERNATIVES** As Council deems appropriate. **FINANCIAL/STAFFING IMPLICATIONS** This item has been approved in the current budget: N/A X Yes □ No □ This item is within the approved budgeted amount: N/A X Yes □ No □ This item is mandated by the Provincial/Federal Government: Yes  $\square$  No  $\square$ N/A X Prepared By: Reviewed and **Submitted for Council** submitted by: consideration by: Craig Calder **Kimberley Goyette Kimberley Goyette Treasurer Treasurer CAO/Clerk** 

POLICY MANUAL	Policy No. FIN 03-2025
For: Township of North Stormont	Effective Date: June 24, 2025
Subject: Corporate Vehicle Policy	Department: Finance Department

#### **BACKGROUND**

The Township of North Stormont provides Township-owned vehicles for the performance of duties of some employees. These vehicles need to be operated in a consistent manner throughout the Township.

#### **PURPOSE**

The Township of North Stormont provides this policy to establish clear guidelines for the use of Township vehicles to ensure staff is aware of what is considered appropriate use of corporate vehicles.

#### 1.0 LEGISLATION

Highway Traffic Act Income Tax Act, section 6 Occupational Health and Safety Act Smoke-Free Ontario Act, 2017, section 12

### 2.0 DEFINITIONS

CAO/Clerk - means the Chief Administrative Officer/Clerk of the Township.

**Canada Revenue Agency (CRA)** – an organization that administers the tax laws for the Government of Canada and most provinces and territories

**Global Positioning System (GPS)** – a satellite navigation system to determine the ground position of an object

**On-Call** – positions that require a staff member to be available to respond rapidly, during both normal and after hours

**Operator** – Refers to the member of staff who is controlling the vehicle

**Regular Place of Employment** – refers the boundaries of the Township of North Stormont

**Staff** – refers to the employees of the Corporation of the Township of North Stormont

**Taxable Benefit** – a good or service you give to your employee for personal use of Township property

**Township -** indicates the Corporation of the Township of North Stormont

**Vehicle** – equipment powered by an engine such as cars, trucks, and vans

## 3.0 ALIGNMENT WITH STRATEGIC DIRECTION

This policy is in line with the Township's vision to ensure continued strong customer service with clear procedures and tools.

## 4.0 ROLES & RESPONSIBILITIES

## 4.1 Senior Management

This policy is administered by the Finance and Administration Departments, to ensure procedures are performed in accordance with this policy. In addition, they are responsible to ensure:

- This policy remains consistent with current legislation
- All vehicles are equipped with global positioning systems (GPS)
- All vehicles are clearly signed with consistent and similar Township of North Stormont decals
- Applicable staff are aware of and trained on this policy including any revisions
- This policy is used in a consistent and equitable manner by all staff

### 4.2 Operators

It is the responsibility of operators to:

Use Township vehicles for business purposes

- Operate vehicles in accordance with the Highway Traffic Act and Township and County By-laws
- Ensure they possess a valid driver's license
- Provide an annual driver's abstract by November 30<sup>th</sup> of each year at the Township's cost
- Notify their supervisor of any change in status of a valid driver's license, such as suspension, or any other instance that would prohibit the driving of a corporate vehicle
- Be mindful of the Township's public image and maintain courteous behaviour and customer service practices at all times
- Report all damages, accidents, incidents, malfunctions and required maintenance
- Ensure safety, security, care and cleanliness of the vehicle

## **5.0 GENERAL RULES**

The following apply to this policy:

- The use of a Township vehicle is considered a privilege
- Vehicles are not to be driven by anyone other than authorized and properly licensed staff or member of Council of the Township
- Passengers shall be limited to Township employees and individuals directly associated with the Township (i.e. Council, committee members, consultants, contractors, etc.). Non work-related individuals, including family members of a staff member shall not be transported in a corporate vehicle
- The use of alcohol or drugs by an employee while operating a vehicle will not be tolerated
- Smoking/vaping is not permitted in a corporate vehicle

## **6.0 TAXABLE BENEFITS**

When an employer provides a vehicle for an employee's use that includes a portion considered as personal use, the value of this use is considered a taxable benefit. The following applies to this policy:

- The taxable benefit is based on CRA calculations using personal usage kilometers, standby costs and operating expense
- Personal use includes vacation trips, driving to conduct personal activities and travel between home and the employee's regular place of employment (the boundaries of the Township)

- All vehicles that are usually taken home on a regular basis must be parked at a predetermined Township location during extended sick or vacation time
- On-call positions, whereby an employee must take home a vehicle overnight to meet the essential performance of their employment duties are subject to different rates
- Employees authorized to use a vehicle for work related business out of town (i.e meetings, seminars, workshops, etc.) and will not return to their workplace until after hours may be permitted to take the Township vehicle to their residence overnight
- Clearly marked emergency-response vehicles used in the course of an individual's employment with a fire department, who are on call 24 hours a day, 7 days week, do not qualify as a taxable benefit
- Personal usage data will be monitored on a monthly basis with the use of GPS technology
- Taxable benefits will be noted on staff T-4 slips and should be reported on their personal income tax return

### 7.0 NON-COMPLIANCE

Contravention of any of the responsibilities and general rules noted in this policy can result in staff losing their privileges to use a corporate vehicle or other disciplinary action as deemed appropriate by the Township.



## The Corporation of the Township of

## **NORTH STORMONT**

Report No. ADMIN-11-2025

Agenda Date:	June 24, 2025	
Subject:	2026 Municipal Elections Voting Methods	
Attachments:		

## 1.0 RECOMMENDATION

THAT the Council of the Township of North Stormont approve report ADMIN 11-2025 from the CAO/Clerk for alternative voting methods, specifically internet and phone based voting method, for the 2026 Municipal Election.

## 2.0 **LEGAL DESCRIPTION**

**Municipal Elections Act** 

### 3.0 BACKGROUND

The *Municipal Elections Act* includes certain aspects of the elections process that require Council review, consideration and direction. *The Act* includes Section 42(1) and stipulates that a Council of a local municipality may pass bylaws authorizing electors to use alterative voting methods, including telephone/internet that do not require ratepayers to physically attend a traditional voting place. *The Act* does require the municipal Council to pass this bylaw, for the use of alternative voting method(s), before May 1st in the year of the election (2026). Section 42.1 is below for Council reference:

By-laws re voting and vote-counting equipment, alternative voting methods

- 42 (1) The council of a local municipality may pass by-laws,
  - (b) authorizing electors to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend at a voting place in order to vote. 1996, c. 32, Sched., s. 42 (1).

Online voting continues to expand as these electronic systems have proven to be secure and ensures voter confidentiality. This method of voting is considered more appealing to younger voters. Further, electronic voting increases accessibility for all potential voters and reduces overall barriers for

public participation. Electronic voting reduces environment impacts and avoids and reduces the need for paper ballots and also reduces environmental travel impacts (reduced fuel consumption). The CAO is also of the opinion that the ease of access to online voting is one of the key variables that saw the North Stormont 2022 municipal election realize a participation rate of 54.1%. AMO (Association of Municipal of Ontario) statistics from the 2022 municipal elections show the average participation rate was 32.9%. Ultimately, electronic voting has modernized the election process locally, nationally and globally. Electronic voting provides accountability, transparency and accessibility to the broader community. Electronic access to municipal services, and Council participation, is now an expectation, not a luxury, in the municipal sphere.

The online voting process also provides the advantage of swift and immediate results on election night.

The Township has traditionally incorporated on-site service supports to ratepayers who may either not be comfortable, or familiar, with online voting technologies or they may have a preference to attend a physical location to vote. The 2026 election process will continue to offer this option to maximize participation and Administration is committed to setting up laptops at the municipal offices during the advanced polling dates and on voting day (October 26th 2026).

The area of most concern with this voting method is potential breaches/cyber security challenges. The CAO can confirm North Stormont is participating in a joint RFP process for proposals for the acquisition of telephone and internet voting system with our six (6) partner municipalities within SDG Counties. This follows the same approach that was undertaken during the 2022 election. The RFP is current in draft and is circulating to all participating Townships for comment. This process will include a robust review of all voting systems security features. North Stormont did not identify any technology or security challenges during the 2022 election.

### 4.0 POLICY CONSIDERATION

#### 5.0 ANALYSIS

Administration recommends Council endorse the continued practice of offering ratepayers the opportunity to vote in the 2026 municipal election via alternative methods, meaning via telephone or internet exclusively. The Township has used this voting method with great success in the 2018 and 2022 elections. The majority of the benefits of this modern approach to election participation has already been discussed in the "background" portion. Another advantage to electronic voting is the required resources for telephone/online voting are significantly less than with traditionally paper ballots/tabulator systems with multiple polling locations. Rural Townships typically struggle with resource

allocations and this alterative method for elections participation alleviates this staff burden.

Voting at a physical location (municipal office) will still be provided as an option.

## 6.0 **ENVIRONMENTAL CONSIDERATIONS**

Electronic election participation process reduces environmental impacts.

## 7.0 RECOMMENDED CONDITIONS

THAT the Council of the Township of North Stormont approve alternative voting methods, specifically internet and phone based voting method, for the 2026 Municipal Election.

## 8.0 <u>ALTERNATIVES</u>

THAT the Council of the Township of North Stormont not approve alternative voting methods.

## **FINANCIAL/STAFFING IMPLICATIONS**

This item has been approved	in the current budget:	Yes X	No 🗆	N/A 🗆	
This item is within the approv	ed budgeted amount:	Yes □	No □	N/A X	
This item is mandated by the	Provincial/Federal Government	:: Yes <b>X</b>	No □	N/A □	
Prepared By:	Reviewed and submitted by:	Submitte considera			
Es .	BB.	<	Z	3	
Craig Calder	Craig Calder	Craig Cal	der		
CAO/Clerk	CAO/Clerk	CAO/Cler	<b>'</b> k		

## THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT BY-LAW NO. 43-2025

**BEING** a By-Law to authorize the use of French in notices and prescribed forms for the 2026 Municipal Election.

**WHEREAS** the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 5 (3) provides that the powers of every council are to be exercised by By-law;

**AND WHEREAS** the *Municipal Elections Act, 1996* as amended, Section 9(1) states that notices, forms and other information under this Act shall be made available in English only, unless Council has passed a By-Law under subsection (2);

**AND WHEREAS** Section 9(2) states that a Municipal Council may pass a By-law allowing the use of French, in addition to English, on prescribed forms.

**NOW THEREFORE** the Council of the Corporation of the Township of North Stormont enacts as follows:

1. That for the 2026 Municipal Election, the Returning Officer shall have all prescribed forms available in both English and French.

<b>READ A FIRST, SECOND AND THIRD TIME</b> and passed in open Council, signed and sealed this 10 <sup>th</sup> day of June 2025.		
François Landry, Mayor	Craig Calder, CAO/Clerk	
SEAL		

## THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT BY-LAW NO. 44-2025

**BEING** a By-Law to repeal and replace By-Law No. 71-2023 and to adopt Policy Number FIN 02-2025, the Water and Wastewater Billing and Collection Policy, for the Township of North Stormont.

**WHEARAS** the *Municipal Act, 2001*, c. 25 s. 5(1) provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 5(3) provides that the powers of every Council are to be exercised by By-law;

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 224 provides that the Township and a local board shall adopt policies with respect to certain matters;

**AND WHEREAS** the Council of the Corporation of the Township of North Stormont is desirous of standardizing its processes as well as implementing best practices to reduce risk.

**NOW THEREFORE** the Council of the Corporation of the Township of North Stormont enacts as follows:

- 1. That the Water and Wastewater Billing and Collection Policy attached hereto as Schedule "A" forming part of this By-law be approved.
- 2. That By-law No. 71-2023 is here by repealed in its entirety and any other By-law inconsistent with this By-law is hereby repealed.
- 3. That this By-law shall come into full force and effect on the date of passing.

<b>READ A FIRST, SECOND AND THIRD TIME</b> and passed
in open Council, signed and sealed this 24 <sup>th</sup> day of June 2025.

Craig Calder, CAO/Clerk

**SEAL** 

François Landry, Mayor

### Schedule "A"

## to BY-LAW NO. 44-2025

POLICY MANUAL	Policy No. FIN 02-2025
For: Township of North Stormont	Effective Date: June 24, 2025
Subject: Water & Wastewater Billing and Collection Policy	Department: Finance Department

## **BACKGROUND**

The Township of North Stormont provides this policy to ensure the prompt, effective and efficient collection of water and wastewater charges for the Township. This includes the water and wastewater services for Crysler, Finch and Moose Creek.

#### **PURPOSE**

The guidelines contained in this policy serve as a basis for decision-making relating to water and wastewater billing and collection procedures for all properties on the Township of North Stormont systems. Fees will be consistent with the Township's annual Fees and Charges By-law. It will also support the establishment of fair, equitable and consistent collection procedures to all users on the waterworks systems.

#### 1.0 LEGISLATION

As per the Municipal Act, 2001:

Section 391 (1)(a) authorizes a municipality to impose fees and charges on persons for services or activities provided by it.

Section 398(2) authorizes a municipality to add unpaid fees and charges to the tax roll and collect them in the same manner as taxes.

## 2.0 DEFINITIONS

**CAO/Clerk** – means the Chief Administrative Officer/Clerk of the Township.

**Township -** indicates the Corporation of the Township of North Stormont.

**Property Owner** – indicates the owner or tenant occupying a residence in the Township of North Stormont that have a supply of water or wastewater.

**Staff** – refers to the employees of the Corporation of the Township of North Stormont.

#### 3.0 ALIGNMENT WITH STRATEGIC DIRECTION

This policy is in line with the Township's vision to ensure continued strong customer service with clear procedures and tools.

### **4.0 ROLES & RESPONSIBILITIES**

This policy is administered by the Finance Department, where the Treasurer is responsible for ensuring processes are performed in accordance with this policy and all applicable legislation. In addition, the Treasurer, or designate, is responsible to:

- Ensure this policy remains consistent with current legislation.
- Ensure applicable staff are aware of and trained on this policy including any revisions; and
- Ensure this policy is used in a consistent and equitable manner by all staff.

## **5.0 PROCEDURES**

#### 5.1 New Accounts

a. All new water/wastewater accounts shall be set up in the property owners' name per residential unit.

## 5.2 Billing

- a. A levying By-law shall be passed by Council prior to the first quarter water/wastewater billing as part of the annual Fees and Charges By-law.
- b. Water/wastewater bills shall be issued quarterly in April, July, October and January.
- c. Vacant lots shall be billed annually in October.
- d. Billings shall be post-marked and mailed no later than twenty-one (21) days prior to the due date.
- e. Any billing sent by regular mail or via e-billing is considered delivered to the addressee unless an error is proven in the mailing or e-mail address. The onus lies on the property owner to provide a correct

address. Failure to notify the Township of an address change in writing does not constitute an error.

## **5.3 Water Connections/Disconnects**

- a. Water connections are managed by the building department through the permit process.
- b. Disconnection of water services, at the request of the owner, must be in writing including the requested date of disconnect. Applicable fees and charges based on the current fees and charges By-law apply.

## 5.4 Payment

- a. Payments may be made in the form of cash, cheques, money orders, bank drafts, credit cards (through the Township's website only), preauthorized payment plans, internet or telephone banking all made payable to the Township of North Stormont.
- b. Water/wastewater bills may be paid at most major financial institutions or at the Township of North Stormont Office, during regular offices hours at:

Township of North Stormont 57A Cockburn Street Berwick, ON KOC 1G0

- c. Post-dated cheques are accepted and will be held by the Finance department until the date indicated on the cheque. Three business days (3), in advance of the due date, are required if the post-dated cheque is requested by the owner not to be processed.
- d. Third party cheques are not accepted for payment of water/wastewater bills.
- e. Pre-authorized payment plans are available for property owners whose account is not in arrears. Two options are available either 12 monthly preauthorized payments from January to December OR payment of the full amount on the due date. No service fees or late payment charges apply to these options.
- f. Refunds will not be issued for payment received in excess of the amount due, unless the overpayment exceeds the average quarterly payment. Property owners must request a refund in writing to the Township and confirm the mailing address to where the refund is to be sent.

## **5.5 Late Payment Charges**

a. Late payment charges shall be placed on unpaid billing amounts as per the *Municipal Act, 2001,* which currently is stated at 1.25% per month.

## **5.6 Reminder Notices**

- a. Reminder notices shall be issued for all accounts.
- b. Annual reminder notices shall be issued in November.
- c. Accounts with outstanding balances after the fourth quarter billing (dated January but pertaining to the period ending December 31<sup>st</sup>), will be transferred to taxes in mid-February. Amounts transferred will be treated the same as taxes and subject to appropriate penalties and interest.



NORTH **STORMONT** • NORD A good place to grow Ou on cultive la croissance

57A Cockburn Street Berwick, ON K0C 1G0 Telephone: 613-984-2821

e-mail: finance@northstormont.ca

## PRE-AUTHORIZED PAYMENT PLAN APPLICATION FORM **WATER & SEWER UTILITY ACCOUNT**

## **INSTRUCTIONS:**

- 1. Please complete all sections in order to authorize the Township of North Stormont to take payments directly from your account. Only accounts with no arrears can
- 2. Please sign the Terms and Conditions on the reverse of this document.
- 3. Please attach a void cheque and mail or deliver to the address noted above.

**Option 1:** Withdrawal on the due date.

**Option 2:** 12 monthly installments, withdrawn on the first business day of each month.

OPTION 1	OPTION 2		
Utility Account #:			
Name(s):			
Property Address:			
Postal Code:		Telephone #:_	
Email Address:			
Account Information:			
Name of Bank:			
Address:			
Bank #	Transit #		Account #

PLEASE ATTACH VOID CHEQUE

## PRE-AUTHORIZED PAYMENT PLAN Terms and Conditions

- I(we) authorize the Township of North Stormont (Payee) to debit my(our) account as indicated on the attached "Void" cheque, or account information provided by a bank official, under the terms and conditions agreed to by me(us) with the Payee until such time as written notice to the contrary is given.
- 2. I(we) acknowledge the delivery of my(our) authorization to the Payee constitutes delivery by me(us) to the branch of the financial institution at which I(we) maintain an account, and that such financial institution is not required to verify that the payment(s) are drawn in accordance with this authorization.
- 3. I(we) will notify the Payee in writing of any changes in the account information or termination of this authorization at least five (5) business days prior to the next due date of the pre-authorized debit.
- 4. A service charge will be applicable (and added to my(our) account) in the event that any payment is not completed by the financial institution due to insufficient funds or for any other reason.
- 5. The Payee may cancel or suspend enrolment in the preauthorized payment plan after two returned payments.
- 6. With respect to the 12-month instalment plan, I(we) understand that I(we) will receive written notice from the Payee of the amount to be debited at least five (5) business days prior to any change in the amount of the payment.
- 7. I(we) guarantee that all persons whose signatures are required to sign on the account have signed this authorization below.
- 8. I(we) agree to comply with the Rules of the Canadian Payment Association or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and I(we) agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.

9.	I(we) understand and agree to the f	oregoing terms and conditions.
10.	You, the payor, may revoke your authorization at any time subject to providing five (5) business days' notice in writing to the payee. To obtain a sample cancellation form or formore information on your right to cancel a Pre-Authorized Payment Plan, contact your financial institution or visit <a href="https://www.cdnpay.ca">www.cdnpay.ca</a> .	
11.	You have certain recourse rights if a the agreement. For example, you have reimbursement for any debit that is consistent with the Pre-Authorized Pobtain more information on your reconstruction institution or visit <a href="https://www.cdn">www.cdn</a>	ave the right to receive not authorized or is not Payment Plan Agreement. To course rights, contact your
	Account Holder	 Date
	Account Holder	 Date

## THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT BY-LAW NO. 45-2025

**BEING** a By-Law to repeal and replace By-Law No. 39-2024 and to adopt Policy Number ADMIN 02-2025, the Temporary Patio Extension Policy, for the Township of North Stormont.

**WHEARAS** the *Municipal Act, 2001*, c. 25 s. 5(1) provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 5(3) provides that the powers of every Council are to be exercised by By-law;

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 224 provides that the Township and a local board shall adopt policies with respect to certain matters;

**AND WHEREAS** the Council of the Corporation of the Township of North Stormont is desirous of standardizing its processes as well as implementing best practices to reduce risk.

**NOW THEREFORE** the Council of the Corporation of the Township of North Stormont enacts as follows:

- 1. That the Temporary Patio Extension Policy attached hereto as Schedule "A" forming part of this By-law be approved.
- 2. That By-law No. 39-2024 is here by repealed in its entirety and any other By-law inconsistent with this By-law is hereby repealed.
- 3. That this By-law shall come into full force and effect on the date of passing.

READ A FIRST, in open Council, s			•
2025.	signed and seale	ed tills 24 day t	Julie

Craig Calder, CAO/Clerk

François Landry, Mayor

SEAL

#### Schedule "A"

## to BY-LAW NO. 45-2025

POLICY MANUAL	Policy No. ADMIN 02-2025
For: Township of North Stormont	Effective Date: June 24, 2025
Subject: Temporary Patio Extension Policy	Department: Administration

## **Policy Statement**

The Township of North Stormont is committed to assisting and fostering businesses within the Township and encouraging the hospitality sector. This policy is intended to streamline the process and provide consistency for licensed establishments to request a licensed temporary patio extension.

## **Purpose**

Provincial regulations dictate that local municipalities within Ontario must implement a review process and be the approval body for temporary patio extensions for licensed establishments. These permits will only be issued for a maximum time period of eight (8) months.

### Scope

This policy will apply to all licensed establishments wishing to create an outdoor temporary patio extension. This policy will also apply to Township staff responsible for reviewing applications and providing approvals for such requests.

This policy does not apply to those businesses that already have a permanent licensed patio.

This policy will not apply to those businesses with non-licensed temporary or permanent patio extensions.

## **Objectives**

The objectives of this policy are to establish a clear, concise and streamlined process in which licensed establishments can apply for a temporary patio extension. This policy also outlines the specific criteria and application process for staff to review and approve such requests while maintaining

compliance with Alcohol Gaming Commission of Ontario (AGCO) requirements, any zoning and building code requirements along with any public safety considerations that may be applicable.

## **Policy**

To apply for a Temporary Patio Permit, applicants must provide the following using the application form provided.

### 1. Site Plan

- a) Location of the proposed patio in relation to existing fire routes, parking stalls, aisles, property lines, buildings, etc. (Refer to example - Schedule A in application)
- b) Indicate dimensions of the proposed patio, include pedestrian egress/ingress from the proposed patio area locations of all accesses in and out of the patio area. The plan should include details as to how the temporary patio will be constructed (chain link fencing, wood fencing, rope fencing, planters, cement blocks etc.)

## 2. Description of Occupant Load

- a) Indicate the proposed occupant load of the proposed patio, and the indoor area it will serve.
- b) If the total occupant load of the business (both indoor and outdoor) is proposed to be increased, we will also require details regarding any existing indoor washroom facilities.
- c) The capacity of the area to which the extension would apply must meet the Ontario Building Code regulations.

### 3. Notice Requirement and Fees

- a) Completed applications must be submitted to the Township at a minimum of 30 days prior to commencement date.
- b) The fee of \$150.00 must accompany the application or be paid before the permit is issued.
- c) Township Volunteer Recreation Groups will be exempt from fees but will still have to complete the same process of completing an

application and sketch and the time frame remains a minimum of 30 days required prior to issuance of permit.

Once the above information is provided, the application will be circulated to staff in the Clerk's Department, Building Department, Planning Department, Fire Chief, and By-Law Departments. Should an application be approved, the applicant will receive a letter from the Township which they must provide to Alcohol and Gaming Commission of Ontario (AGCO) in regard to the duration of the approval and any applicable conditions if may have.

## **Monitoring and Compliance**

This policy will be reviewed as required by the Township of North Stormont Clerk's Department, in conjunction with staff from applicable approval departments.

## **Authority and Related Policies**

Legislated Requirements:	O. Reg. 746/21: LICENSING UNDER
	Liquor Licence and Control Act,
	2019, S.O. 2019, c. 15, Sched. 22

## Contact

For further information regarding this policy, please contact the Clerk's Department.



# The Township of Georgian Bay Resolutions Council - 02 Jun 2025

Item 11.(b)

Date: June 2, 2025 C-2025-155

**Moved by** Councillor Kristian Graziano **Seconded by** Councillor Allan Hazelton

WHEREAS the Floating Accommodations – Position Paper (April 2025) provides detailed guidance to Ontario municipalities on the regulation of Floating Accommodations, highlighting critical legal and environmental challenges; and

WHEREAS the document identifies significant gaps in current provincial and federal frameworks that municipalities are best positioned to address through zoning and land-use bylaws; and

WHEREAS the paper recommends proactive municipal action based on successful case studies and legal precedents such as the Glaspell v. Ontario decision; and

WHEREAS Georgian Bay Township has already taken steps to address Floating Accommodations and has an interest in promoting inter-municipal collaboration on this issue;

NOW THEREFORE BE IT RESOLVED THAT Council receive the Floating Accommodations – Position Paper (May 2025) for informational purposes; and

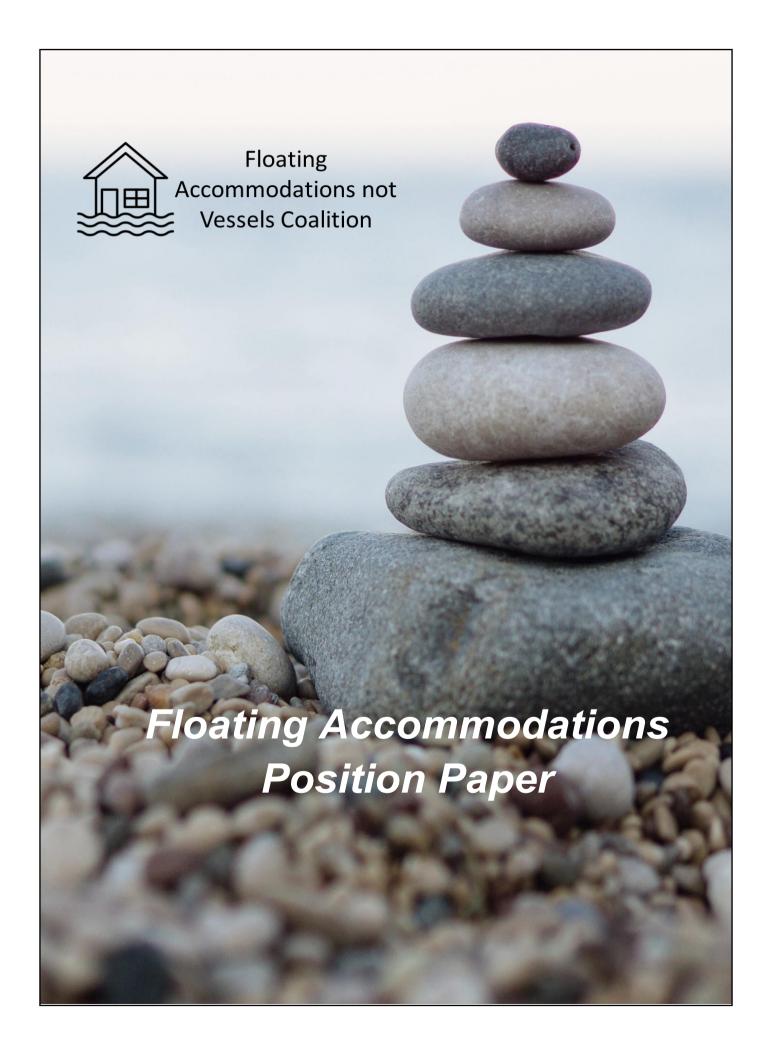
THAT the Clerk be further directed to forward the document and this resolution to the Association of Municipalities of Ontario (AMO) and member municipalities for consideration and potential provincial advocacy.

⊠ Carried	□ Defeated	□ Recorded Vote	□ Referred	□ Deferred

## **Recorded Vote:**

	For	Against	Absent
Councillor Brian Bochek			
Councillor Peter Cooper			
Councillor Kristian Graziano			
Councillor Allan Hazelton			
Councillor Stephen Jarvis			
Councillor Steven Predko			
Mayor Peter Koetsier			

Peter Koetsier, Mayor



## **EXECUTIVE Summary**

This position paper provides guidance for Ontario municipalities seeking to regulate or restrict Floating Accommodations within their jurisdictions.

Floating Accommodations are a detrimental presence on Ontario's lakes and rivers. They present multiple environmental, navigational, taxation, and zoning issues. Over the past four years, they have eluded control as the issue of Floating Accommodations fell into a very large gray area when this all began.

The authors of this position paper, the **Floating Accommodations not Vessels Coalition**, strongly urge you as municipal leaders to pursue **one or a hybrid** of the following two regulatory strategies:

1. Ban floating accommodations in your jurisdiction. They cannot exist within your



municipality without putting your natural environment and governance regulations in turmoil. The Township of Severn has led the way with a bylaw banning Floating Accommodations [Township of Severn Zoning By-law Amendment to regulate Floating Accommodations]. The Township of Georgian Bay recently adopted a similar by-law [Township of Georgian Bay Zoning By-law]

Amendment to regulate Floating Accommodations]. The intent is to provide clarity in their zoning bylaws in that floating accommodations are not a permitted use. Several municipalities are following their lead and investigating this strategy.



2. Restrict floating accommodations to fixed / permanent moorings. These locations would be subject to municipal zoning by-laws stipulating appropriate sanitary, hydro, power connectivity, and placed on environmentally safe floatation systems. Floating accommodations are permanently located in a properly zoned facility similar to a trailer park but

for floating accommodations on water. This model has several working examples such as Bluffers Park on Lake Ontario or False Creek in downtown Vancouver. For most municipalities, this would be considered a new form of development and require significant policy changes.

Published May 2025

## "Your new neighbours"

## They can suddenly appear on your waterfront at any moment...

Floating Accommodations (FAs) can be a building or structure such as modified shipping containers or wood framed structures placed on floatation devices. They are not primarily intended for navigation and will moor over crown lakebeds or private property lakebeds. FAs can move frequently and are usually equipped with an anchoring system such as steel 'spuds' embedded into the lakebed to stabilize the unit at each mooring location. They potentially shed toxic materials and other contaminants into surrounding waters and lakebeds.



## Municipalities Play a Crucial Role in Fully Regulating Floating Accommodations

Municipalities have a crucial role in addressing regulatory gaps and exceptions that fall outside the recent implementation of federal, provincial, and private property trespassing regulations to manage Floating Accommodations. Verifying and strengthening the regulatory framework was a collaboration between Parks Canada (PC - federal), the Ministry of Natural Resources (MNR - provincial), and the Ontario Provincial Police (OPP - provincial).

The following scenarios are not hypothetical. They have all occurred and would fall outside the jurisdiction of new and existing federal, provincial and OPP controls.

- 1) What happens to an owner of an FA who chooses to float their FA over their personally owned private lakebed property?
- 2) What happens to commercial marinas who wish to establish mooring for FAs on their premises in a permanent or semi-permanent manner?
- 3) What happens when FA owners floating within a township, move daily to relocate in that same township to avoid confrontation with governing agencies?

Published May 2025

## Municipal Bylaws - What Issues Are You Being Asked to Tackle?

The recently launched PC, MNR, and OPP frameworks can clearly deal with trespassing for stationary (moored) FAs in federal / provincial waters and over private lakebeds.

However, there are 3 scenarios that fall outside of the newly published PC, MNR, and OPP frameworks. They are:

- 1) FAs floating over private lakebeds: What is missing is how to deal with an FA owner who chooses to park adjacent to their shoreline where he/she has property 'ownership' rights to the lakebed. This issue is very real and exists in many of Ontario's lakes and rivers. The scenario would allow an FA owner to bypass existing building codes and local taxation to class their structure (be it a boathouse, or residence) as a vessel. This scenario is a "trojan horse" into illegal residential boathouses and homes on water with the very real possibility of being short term rentals.
- 2) FAs floating in a commercial marina: The scenario of a marina establishing an unauthorized temporary (or permanent) mooring location for a FA within a municipality that is not zoned for FAs causes a significant degree of difficulty. Most current municipal zoning does not acknowledge FAs and in a jurisdiction without FA definitions and approved zoning the FA owner can fall back on their vessel designation and potentially use the Transport Canada vessel designation as a shield to avoid any charges. This scenario has already occurred throughout Ontario, including in the Rideau Canal and the Kawartha Lakes region.
- 3) FAs floating freely and/or mooring in a different location each night: The challenge with this scenario is some FA owners have been very creative in where they moor and for how long. They have become very familiar with enforcement processes and time limitations and simply move before charges can be laid. Each situation would be reviewed on a case-by-case basis and time limitations may or may not apply.

All three of these scenarios require a municipal regulatory framework. There are emerging strategies to guide Ontario's municipalities in preventing FAs from further potential abuse and destruction of our natural resources for current and future generations.

Published May 2025

**4** | P a g e

## Call to Action To All Ontario Municipalities With Waterfront Assets

Based on our collective learning, experience and history with the FA problem, we believe there are two responses municipalities can utilize to attempt to control FAs participating in one or more of the three scenarios outlined above:

- 1) FAs cannot exist within the boundaries of a municipality: This scenario has recently been enacted in the Townships of Severn and Georgian Bay; although they have not yet been tested in court. These zoning by-law amendments provide clarity in that floating accommodations are not a permitted use. FAs cannot exist on waters within these Townships, under any circumstances, over public or private lakebeds or in commercial marina establishments. Their outright ban of FAs is actively being considered by several other municipalities, [Township of Severn Zoning By-law Amendment to regulate Floating Accommodations], [Township of Georgian Bay Zoning By-law Amendment to regulate Floating Accommodations]
- 2) FAs can only exist as FHs (floating homes): When floating accommodations are permanently fixed to an approved dock/mooring with permanent hydro, sanitary, and water connections they are classified by Transport Canada as a Floating Home (FH). Floating Homes are not vessels. This scenario of approved mooring for Floating Homes is well understood, documented and in place throughout British Columbia and Bluffers Park on Lake Ontario and would require significant municipal policy changes for most. One further twist on this scenario is that a FH owner who chooses to untether and go float "free range" for a time and then come back may be banned from the FH mooring location depending upon their Home Owners Agreement. This solution has existed for some 20+ years in both locations and is very well understood.

It is suggested that municipalities consult with their own legal representatives to determine what regulatory approach is best suited for your jurisdiction.

Need To Find Out More?

If you need more information or further clarification on any aspect of this position paper, please feel free to reach out to any member of the Floating Accommodations not Vessels Coalition or to our email address <a href="mailto:fanv2025@gmail.com">fanv2025@gmail.com</a>.

Published May 2025

#### **APPENDIX**

## Floating Homes versus Floating Accommodations: Definitions and Management to date

#### Historical context and definitions:

Historically, floating residential structures have existed in zoned-for-purpose marinas and permanent mooring locations. These types of structures look and feel like houses. They are typically wood framed units with windows, doors, roofs, and decking and floatation devices. Inside they have bathrooms, kitchens, living rooms and bedrooms... essentially a house on water. They are "permanently" moored / fixed to a docking arrangement and are also permanently connected to sanitary sewers, water supply, power supply, and gas (for heating and cooking) supply.

There are multiple instances of these floating residences, but the most popular and recognized communities are the 24 floating homes in Bluffers Park on the shores of Lake Ontario in Scarborough (Toronto), and 60+ homes in False Creek in downtown Vancouver.



Both of these examples and all other occurrences where a floating residence is fixed permanently to a mooring location are classified by Transport Canada as "Floating Homes". It is important to understand that Floating Homes are not recognized by Transport Canada as vessels. They are distinct and separate from Floating Accommodations.

Published May 2025



VANCOUVER SEA VILLAGE FEATURING HOUSEBOAT HOMES ALONG FALSE CREEK

## How do Floating Accommodations differ from Floating Homes?

The recently emerging challenge is Floating Accommodations, which can be 'repurposed' shipping containers modified by DIY individuals or purpose-built wood construction. The units have windows, doors and some form of bathroom, kitchen, sleeping, and living quarters. Floating Accommodations are not restricted to the configuration seen below, as there are numerous examples of residences fabricated with wood frame construction built on floatation devices that appear more like a traditional boathouse.



All of these floating accommodations are not permanently fixed to a mooring location. They are "free range floating residences"; moving, floating and mooring whenever and wherever they wish.

Transport Canada classifies floating residences that are not connected to a permanent mooring location as vessels.

Published May 2025

Floating Accommodations until 2023 were largely unregulated within Ontario. The topic had not historically been an issue; therefore, government agencies needed to react to the changing issue and the "vessel" designation being utilized by Transport Canada as well as by the individuals and/or companies exploiting this loophole.

The authors can now report that Parks Canada, MNR, and OPP have separately and collectively identified enforcement avenues where appropriate to attempt to govern Floating Accommodations. To complete the governance framework, appropriate amendments to existing municipal by-laws are required.

## What Are the Challenges Associated with Floating Accommodations?

This table illustrates the complexity of multiple government agencies whose mandates are individually impacted yet require collective collaboration to implement solutions. The following table lists the various issues and respective agencies likely to manage them.

Issue / Concern with Floating Accommodations	Expected Responsible Agency
Potential absence of sanitary capability and dumping of toxic and other harmful substances from FA	Environment & Climate Change Canada (ECCC) (Federal) and Ministry of Environment (Prov.)
Pollution from floatation devices and garbage	Transport Canada & ECCC (Federal); Ministry of Environment (Provincial)
Impact of endangered wildlife when moored in environmentally sensitive areas	Parks Canada or ECCC if outside of Parks Canada sites; Fisheries & Oceans if fish/mussel related; Endangered Species Act administered by Ministry of the Environment (Provincial)
Navigational impediment as a moving vessel  Navigational impediment as a moored vessel	Transport Canada Transport Canada & Local Municipalities (via VORR's)
No building or construction standards specifically related to FAs exist	Transport Canada
FAs pay no taxation to support consumption of local emergency services or waste management services	Municipality
Mooring in any location	Municipal zoning (not yet tested in court)
Mooring on private lakebeds (must make contact with private property beneath the water)	OPP – Trespass to Property Act

Published May 2025 8 | P a g e

Issue / Concern with Floating Accommodations	Expected Responsible Agency
Spawning ground / fish habitat damage caused by the steel spuds into lakebeds	Fisheries and Oceans Canada (DFO) (Federal water control); DFO supported by Parks Canada in National Parks, National Historic Sites and National Marine Conservation Areas; MNR (inland lakes); responsible for the management of fisheries
Floating Accommodations becoming vacation rentals (VRBO or Airbnb)	Municipal by-laws (e.g. Short-Term Rental by- laws and zoning by-laws)
Floating Accommodations becoming an unregulated expansion of a cottage	Federal waters – Parks Canada in National Parks, National Historic Sites and National Marine Conservation Areas Provincial waters- Public Lands Act administered by MNR prohibits FAs from occupying provincial public land through regulation
	administered by MNR prohi occupying provincial public

During our early discussions, each of the agencies that we expected to play a partial and/or full role to control Floating Accommodations felt they were not legislated to manage and regulate Floating Accommodations. Many felt that other agencies were better equipped to regulate the problem or that, given Transport Canada's designation of FAs as vessels, that Transport Canada was the ultimate controlling ministry. Agencies outside of Transport Canada were of the opinion that any attempt to act would result in legal proceedings that given the vessel designation, would likely be unsuccessful with respect to the agency responsible for legal expenses.

## What Changes Have Been Made to Support a Regulatory Framework?

The shift to create enforceable solutions came via 2 separate but foundational insights:

- 1. **Glaspell vs Ontario 2015** Clarifying lakebed ownership which has become the cornerstone strategy "anchoring" all of the in-force regulatory frameworks.
- Freedom of Information request to Transport Canada Clarified 3 important aspects:
  - a) Floating Homes vs Floating Accommodations: Floating Homes are not vessels; Floating Accommodations are vessels.

Published May 2025 9 | Page

- b) Transport Canada's primary (and some would say only) objective is vessel safety. They do not believe their mandate / charter per the Canadian Transport Act (2001) mandates them or requires them to control Floating Accommodations.
- c) Transport Canada has expressed strong public support of the newly launched MNR Floating Accommodation regulatory framework (161/17).

  Transport Canada's guidance to other agencies interested in governing FAs was very clear use the MNR framework to guide your actions.

It is critical to the municipal strategy that readers of this position paper are comfortable with the solid underpinnings of the current provincial, federal and criminal regulatory framework.

The Glaspell v Ontario ruling [Glaspell v Ontario 2015 ONSC 3965] has clarified 3 elements that have been 'baked' into case law informing FA regulations formed by Parks Canada and MNR.

- a) Glaspell ruling established that all lakebeds and riverbeds are the ownership of either federal crown, provincial crown or private ownership, and separately, municipalities have the option to issue zoning controls over those lakebeds.
- b) The ownership of lakebed can act as a basis to authorize or not permit a floating object overhead to cast a shadow over the lakebed and by definition occupying that lakebed.
- c) Resulting from the case law establishing enforceable lakebed ownership, the principle of authorized vs unauthorized occupation of crown land (lakebed) has been crystallized into FA regulatory frameworks.

The importance of Glaspell was vital to the success of the regulatory frameworks that have emerged. The critical learning here is that historically all enforcement by Parks Canada, MNR, and OPP was through "land-based" policies. Had any of these agencies sought to remedy through water-based policies, they likely would have lost any court challenge due to the vessel designation that Transport Canada would likely uphold. Seeking to control Floating Accommodations through land-based laws was a masterful stroke of genius and we applaud the leadership of MNR, Parks Canada and OPP.

Municipalities would be advised to consider and build on the positive implications of the Glaspell ruling in their formation of FA zoning and governance by-laws.

The Ministry of Natural Resources (MNR Ontario) was first out of the gate to create their regulatory framework based on the Glaspell ruling. Specifically, 161/17 which is exactly the right regulatory framework to govern Floating Accommodations.

Published May 2025

The full definition of Ontario Regulation 161/17 is found in this link [MNR Regulation 161/17 governing Floating Accommodations] The fundamentals of 161/17 include:

- a) Defining what is and what is not a floating accommodation.
- b) Defining occupation of provincial crown land by the shadow of a floating object overhead on crown lakebed.
- c) Conveying that a floating accommodation is not permitted to occupy provincial lakebed and shoreline.
- d) The ability to charge the owner of the floating accommodation in the event they are occupying provincial lakebed without permission.

The principles underlying the MNR 161/17 framework (released in summer of 2023) has since been adopted in principle by both Parks Canada and OPP and both agencies have identified enforcement avenues where appropriate.

Parks Canada's solution was issued in 2024 and mirrors MNR's strategy. The full definition of Parks Canada's regulation can be found in the following link [Parks Canada Mooring Regulations covering Floating Accommodations]. The fundamentals of Parks Canada's framework include:

- a) Defining what is a floating accommodation in a manner similar to MNR.
- b) Requiring all floating accommodations secure a permit to lawfully moor over federal lakebeds overnight.
- c) Failure to obtain a permit constitutes "unauthorized occupation" of federal lands and the occupying person(s) will be charged accordingly.

Lastly, the OPP have embraced a similar lakebed ownership strategy for privately owned lakebed. They have case law where they have successfully prosecuted a floating accommodation that was making actual contact with a private lakebed in an unauthorized manner and consequently the FA owners were charged and successfully prosecuted with trespassing.

## The Townships of Severn and Georgian Bay Experience

As we described in the first few pages, the existing regulatory framework created by MNR, Parks Canada and OPP has a few gaps. Severn Township recognized that early on and amended their by-law in 2024 [Township of Severn Zoning By-law Amendment to regulate Floating Accommodations]. A similar by-law amendment was enacted in the Township of Georgian Bay in 2025 [Township of Georgian Bay Zoning By-law Amendment to regulate Floating Accommodations].

Published May 2025

**11** | P a g e

The essential element of these amended by-laws, described in this position paper as Response #1 on page 5, is very simple... FAs cannot exist on waters within the boundaries of these two townships.... period. While they have not been tested in court, one by-law has already been successfully used as a deterrent to an FA presence. Several other townships are actively studying and considering implementing similar by-laws for their respective jurisdictions.

## There Are Numerous Lessons Gained Along This Journey

Our grass roots organization **Floating Accommodations not Vessels Coalition** experienced many peaks and valleys in the journey to facilitate the appropriate agencies to successfully manage and control the new "issue" of Floating Accommodations.

It would be an accurate reflection to say that only if we knew then what we know now...

### There are six key learnings:

- 1) It takes a team of motivated, passionate, patient people to stick with it... we discussed after year one and two was this worth it? Yes! While it took our coalition four years to get here, we believe our efforts have been instrumental in facilitating the right framework that can be applied province-wide.
- 2) When working with federal and provincial agencies who say no, don't take that for an answer, keep up the pressure, continue to make your issue their issue. At some point in time the right set of agencies will step forward and get to the solution. In our case that was a combination of Parks Canada, MNR, OPP and our local municipalities – the Townships of Severn and Georgian Bay.
- 3) Broad based support by multiple grass roots organizations was key to our combined success. In our case that consisted of numerous local Cottage Associations large and small who all successfully raised their voices. We would do it again in the same way.
- 4) While appeals by local politicians and provincial MPP's and federal MP's to both provincial and federal ministers didn't directly solve the issue, it greatly helped to communicate the seriousness of the issue.
- 5) Sometimes, it takes a change in basic assumptions and in this case it was the insights gained from the Glaspell ruling to get to the right answer. Together with MNR, Parks Canada and OPP we were fortunate enough to understand the pathway and leverage Glaspell.
- 6) Media! We were fortunate to tap into print, tv, radio, social media it all helped.

  We brought on partners like Federation of Ontario Cottagers' Association (FOCA) and
  Cottage Life to spread the message. Had we had more financial resources we would
  have stepped up our investment in social media... maybe next time!

Published May 2025

## Acknowledgements and Thank You.

We would like to thank in no particular order...

- Working group members from our partners at Parks Canada, Ministry of Natural Resources and the Ontario Provincial Police.
- Working group members from our municipal partners Mayors, Councillors and Staff from Severn Township, Township of Georgian Bay, Tay Township and Township of the Archipelago.
- Gloucester Pool Cottagers' Association & Georgian Bay Association
- The Decibel Coalition
- Safe Quiet Lakes Coalition
- Cottage Life
- Many cottage associations, and the Federation of Ontario Cottagers' Association (FOCA)
- And lastly, the Floating Accommodations Not Vessels Coalition members who authored this position paper

While we did strive to ensure the accuracy and completeness of this information, the authors assume no responsibility for any omissions to or errors that may be contained within this position paper.

We the members of the Floating Accommodations not Vessels Coalition wish to express our deep gratitude and thanks to all the members mentioned above that have been instrumental in this journey.... Thank you!

Published May 2025



#### Town of Bradford West Gwillimbury

100 Dissette St., Unit 7&8

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Fax: 905-775-0153

www.townofbwg.com

June 17, 2025

VIA EMAIL

#### Re: Advocacy for Increased Income Support Thresholds for Canadian Veterans

At its Regular Meeting of Council held on Tuesday, June 3, 2025, the Town of Bradford West Gwillimbury Council ratified the following motion:

Resolution 2025-185

Moved by: Councillor Harper Seconded by: Councillor Scott

WHEREAS the Town of Bradford West Gwillimbury recognizes the selfless service and enduring sacrifices made by Canadian Armed Forces veterans in the defence of our country and values;

WHEREAS the 2021 Census, conducted by Statistics Canada, identified more than 460,000 veterans residing across Canada, a significant population segment deserving of comprehensive, accessible, and modernized federal support;

WHEREAS Veterans Affairs Canada (VAC) currently administers income support programs to assist veterans in need, including the Income Replacement Benefit (IRB) program;

WHEREAS the eligibility threshold for the Income Replacement Benefit (IRB) program which was created in 2019—set at \$20,000 annually for a single-person household—fails to reflect today's economic reality, particularly in light of inflation, soaring housing costs, and the general increase in cost of living;

WHEREAS such low eligibility thresholds may disincentivize employment and community participation by penalizing veterans for earning beyond an outdated benchmark, thereby discouraging reintegration and contribution to civic life;

WHEREAS it is the duty of all levels of government to stand in unified support of our veterans and to advocate for policy changes that enable them to live with dignity and financial stability;

THEREFORE, BE IT RESOLVED That the Council of the Town of Bradford West Gwillimbury formally calls on the Government of Canada and all federal parties to increase the eligibility threshold for the Income Replacement Benefit (IRB) program from \$20,000 to no less than \$40,000 annually for a single-person household; and

THAT Council urges Veterans Affairs Canada to review all income support programs with the intent to modernize eligibility criteria in line with the current cost of living across Canada;

THAT this motion be formally endorsed and sent to:

- The Right Honourable Mark Carney, Prime Minister of Canada;
- The Honourable Jill McKnight, Minister of Veterans Affairs;
- The Honourable Andrew Scheer, Acting Leader of the Official Opposition
- Scot Davidson, Member of Parliament for New Tecumseth-Gwillimbury;
- All 444 municipalities across the Province of Ontario;
- The Federation of Canadian Municipalities (FCM) and the Association of Municipalities of Ontario (AMO) for broader distribution and endorsement; and

THAT a copy of this resolution be published on the Town's official website and communicated through the Town's official channels to raise awareness and gather public support.

Regards,

Tara Reynolds

Clerk, Town of Bradford West Gwillimbury

(905) 775-5366 Ext 1104

1 Jara Reynolds

treynolds@townofbwg.com

CC: Hon. Mark Varney, Prime Minister of Canada

Hon. Jill McKnight, Minister of Veterans Affairs

Hon. Andrew Scheer, Acting Leader of the Official Opposition

Scot Davidson, MP New Tecumseth-Gwillimbury

All Ontario Municipalities

The Federation of Canadian Municipalities (FCM)

Association of Municipalities of Ontario (AMO)

www.townofbwg.com Page 2 of 2



June 13, 2025

Premier of Ontario Legislative Building Queen's Park Toronto ON M7A 1A1

Dear Mr. Premier,

**RE:** Council motion passed June 10, 2025

Please be advised that on June 10, 2025 during a City Council meeting, Guelph City Council passed the following resolutions in regards to the Special Economic Zones Act, 2025.

Moved By: Councillor Caron Seconded By: Councillor Goller

- 1. THAT the City of Guelph opposes provisions in Bill 5, particularly under Schedules 2 and 9, and provisions in Bill 17, that would diminish environmental protections or override municipal planning authority; and
- 2. THAT the City of Guelph call on the Province of Ontario to obey their own rule of law, to pursue housing, forestry, infrastructure and critical mineral development through policies that follow sound environmental planning principles, uphold the planning authority of local government, respect Indigenous treaty obligations, and protect vital ecological systems; and
- THAT City of Guelph Council endorse the City's submissions regarding Bill
   to ERO 025-0391 Special Economic Zones Act, 2025 and ERO 025-0380
   Species Conservation Act, 2025 as posted in Information Items on May 23, 2025; and
- 4. THAT this resolution be forwarded to the Honourable Doug Ford, Premier of Ontario; Mike Schreiner, MPP for Guelph; Minister of Municipal Affairs and Housing; Minister of the Environment, Conservation and Parks; Minister of Economic Development, Job Creation and Trade; and the Association of Municipalities of Ontario.

Carried

**Stephen O'Brien,** General Manager, City Clerk's Office/City Clerk Corporate Services. **City Clerk's Office** 

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Page 2 of 2 Copy: Hon. Doug Ford, Premier of Ontario Hon. Rob Flack, Minister of Municipal Affairs and Housing Hon. Todd J. McCarthy, Minister of Environment, Conservation and Parks Hon. Victor Fedeli, Minister of Economic Development, Job Creation and Trade Mike Schreiner, MPP for Guelph Association of Municipalities of Ontario

# RAISIN REGION CONSERVATION AUTHORITY BOARD OF DIRECTORS MINUTES MAY 1, 2025

RRCA ADMINISTRATION BUILDING 18045 County Rd. 2, Cornwall, ON

PRESENT: Bryan McGillis, South Stormont, Chair

Andrew Guindon, South Stormont
Adrian Bugelli, North Stormont
Carilyne Hebert, City of Cornwall
Claude McIntosh, City of Cornwall
Martin Lang, South Glengarry
Lachlan McDonald, South Glengarry
Jacques Massie, North Glengarry

STAFF: Alison McDonald, General Manager / Secretary-Treasurer

Josianne Sabourin, Administrative Assistant Phil Barnes, Team Lead, Watershed Management

Scott Braithwaite, Project Coordinator

Sandy Crites, Finance Officer

Lissa Deslandes, Regulations Officer

Matthew Levac, Planning & Regulations Officer Vincent Pilon, Communications Specialist Pete Sabourin, Team Lead, Field Operations

Lisa Van De Ligt, Team Lead, Communications and Stewardship

#### **CALL TO ORDER**

Bryan McGillis, Chair, called the meeting to order at 9:00 am.

#### **LAND ACKNOWLEDGEMENT**

A Land Acknowledgement was read, recognizing that the meeting is taking place on the traditional territory of the Haudenosaunee peoples, the Mohawks of Akwesasne, original keepers of this land, past and present. The acknowledgment included gratitude for the opportunity to gather and thanks to all generations who have cared for the land for thousands of years.

#### **APPROVAL OF AGENDA**

RESOLUTION #34/25 Moved by: Adrian Bugelli Seconded by: Martin Lang

That the agenda be approved as presented.

**CARRIED** 

#### **DECLARATION OF CONFLICT OF INTEREST**

None

#### **DELEGATIONS / PRESENTATIONS**

Staff presented Project Updates through a PowerPoint presentation.

#### **APPROVAL OF MINUTES**

RESOLUTION #35/25:

Moved by: Jacques Massie Seconded by: Andrew Guindon

That the minutes of April 3, 2025, meeting of the Raisin Region Conservation Authority be approved.

**CARRIED** 

#### **NEW BUSINESS**

#### STATEMENT OF OPERATIONS

The Finance Officer presented the Board with the Statement of Operations for the period ending March 31, 2025.

#### FLEET VEHICLE - LEASE BUYOUT

RESOLUTION #36/25:

Moved by: Martin Lang Seconded by: Adrian Bugelli

THAT the Board of Directors approve buying out the Blazer lease at a cost of \$26,258.78.

**CARRIED** 

#### **FUTURE MEETINGS**

RRCA Board of Directors starting at 9:00 am - Jun 5 (Cooper Marsh), Sept 4, Oct. 2

#### **CLOSED SESSION**

- a) Financial information supplied in confidence to the Authority
- b) Proposed or pending acquisition or disposition of land by the Authority
- c) Personnel Matters

RESOLUTION #37/25:

Moved by: Jacques Massie Seconded by: Andrew Guindon

THAT the Board of Directors Meeting move into Closed Session to discuss items (a), (b) & (c) mentioned above.

**CARRIED** 

RESOLUTION #38/25:

Moved by: Jaques Massie Seconded by: Martin Lang

THAT the Board of Directors Meeting move to Open Session.

**CARRIED** 

RESOLUTION #39/25:

Moved by: Claude McIntosh Seconded by: Carilyne Hebert

THAT the Board direct staff to bring a report on the formation of a finance working group to the next meeting.

**CARRIED** 

RESOLUTION #40/25:

Moved by: Claude McIntosh

Seconded by: Lachlan McDonald

THAT the Board of Directors authorize staff to pursue items of action discussed in the Closed Session.

**CARRIED** 

#### **ADJOURNMENT**

RESOLUTION #41/25:

Moved by: Adrian Bugelli

Seconded by: Lachlan McDonald

THAT the Board of Directors Meeting of May 1, 2025 be adjourned.

Brvan McGillis

Chair

Alison McDonald

General Manager / Secretary-Treasurer



Tel: 613-938-3611 www.rrca.on.ca

#### **MEMORANDUM**

To: Township of North Stormont Council, CAO, and Clerk

From: Lisa Van De Ligt, Team Lead, Communications and Stewardship

**Date:** June 6, 2025

**Subject:** RRCA Board of Directors meeting highlights (June 5, 2025)

The Raisin Region Conservation Authority (RRCA) Board of Directors consists of eight representatives from the RRCA's five member municipalities: City of Cornwall and Townships of North Glengarry, South Glengarry, South Stormont and North Stormont.

Following every Board meeting, councils, CAOs and clerks of the RRCA's five member municipalities are sent meeting highlights and the date of the next meeting. The RRCA Board meets monthly (except for July, August, and December, unless a special meeting is called).

#### June 5, 2025 RRCA Board of Directors Meeting Highlights:

- Approved minutes from the May 1, 2025 meeting can be found at <a href="http://www.rrca.on.ca/Governance">http://www.rrca.on.ca/Governance</a>.
- Board approved the RRCA's Strategic Action Plan.
- Board approved the 2024 RRCA Financial Statements.
- Board approved the 2024 RRCA Annual Report, which will be circulated to RRCA's member municipalities and other partners.
- Board appointed three members to sit on the RRCA Corporate Services Working Group.
- Board approved contractors for wetland establishment projects.
- Board approved the submission of two funding applications (e.g. tree planting and partner technical support).

Next RRCA Board meeting date: September 4, 2025 at 9:00 a.m.



#### The Corporation of the Township of

## **NORTH STORMONT**

Report No. ADMIN-10-2025

Agenda Date:	May 27, 2025
Subject:	Bell Canada Trail
Attachments:	□ 71-2016 Agreement with Bell for Crysler Trail Closing Date  Jan 17, 2017 □ DOC052225-05222025095628

#### 1.0 RECOMMENDATION

THAT the Council of the Township of North Stormont approves report ADMIN 10-2025 from the CAO/Clerk to commence a formal legal review of the potential disposition of the southern portion of the Bell Canada Trail (PIN 601060413) and;

FURTHERMORE, Council directs Administration to obtain a legal opinion on the process to transfer the lands and to further obtain an evaluation of this property prior to any sale taking place.

#### 2.0 LEGAL DESCRIPTION

Bylaw 71-2016 - Purchase and Sale Agreement PIN # 601060413(LT)

#### 3.0 BACKGROUND

The Township entered into an Agreement of purchase and sale of the former NY Central Railway bed, within the Town of Crysler on December 22nd, 2016. The Agreement was included in the December 13th, 2016 Council public agenda. The Agreement indicates the Township acquired the lands for the purchase price of \$5000 plus reimbursement to the Vendor (Bell Canada) for legal costs and disbursements and applicable taxes incurred by the Vendor in connection with the transaction. The Agreement clearly isolates the Township's use of the property for the "purposes of a recreational trail". The Agreement also stipulates the walking trail will be named and referred to as "Bell Canada Trail". The Agreement also embeds the purchaser (Township of North Stormont) consents to the reservation of an easement in perpetuity to the vendor (Bell Canada) in connection with the Vendor's existing and future cable

and wires (both buried and aerial). The details are incorporated into Schedule "C" of the Agreement and is attached to this report for Council perusal.

The legal description of lands transferred to the Township are as follows and maps for ease of reference have been attached to the report:

- (1) PIN 60107-0128(LT)
- (2) PIN 60107-0163(LT)
- (3) PIN 60106-0413(LT)
- (4) PIN 60106-0415(LT)

#### 4.0 POLICY CONSIDERATION

#### 5.0 ANALYSIS

A local land owner currently cultivates agricultural property on both sides of the southern portion of the Bell Canada Trail. With the recent sale of lands along Crysler Station Road for future residential development, the family responsible for farming operations in this area have solicited the Townships approval to crop the southern portion of the trail lands.

The CAO did communicate any transfer of lands would be outside the scope of the CAO/staff authority and any such consideration would be a decision of municipal Council.

Should there be political appetite to consider the transfer of this portion of the trail, the CAO believes the Township requires legal direction on how such a process would be undertaken. The CAO has an expectation any such deviation, from the original land transfer Agreement between Bell Canada and the Township, would require consultation and endorsement from Bell Canada (this would be confirmed by legal during the Agreement review process). These legal costs should not be the burden of ratepayers and the potential purchasers of this property are open to exploring taking the financial responsibilities of any legal costs associated with the land transfer.

Should there be support for the sale of this land, the purchaser would be required to incur the appraisal cost for said lands.

There would be survey costs associated with any land transfer and the CAO is suggesting that there would need to be a commitment from the requester to take responsibility for these costs.

The CAO also suggests that Council complete a public consultation exercise to provide ratepayers the opportunity to review, consider and provide support or opposition to the proposal.

The potential purchaser is agreeable to determining, and compensating ratepayers, for this potential land transfer. Potential financial compensation would be held in trust for the exclusive improvements/enhancements to the existing Bell Canada Trail.

#### 6.0 ENVIRONMENTAL CONSIDERATIONS

#### 7.0 RECOMMENDED CONDITIONS

THAT the Council of the Township of North Stormont approves report ADMIN 10-2025 from the CAO/Clerk to commence a formal legal review of the potential disposition of the southern portion of the Bell Canada Trail (PIN 601060413) and Council directs Administration to obtain a legal opinion on the process to transfer the lands and to further obtain an evaluation of this property prior to any sale taking place.

#### 8.0 **ALTERNATIVES**

THAT the Council of the Township of North Stormont reject the land transfer proposal.

#### FINANCIAL/STAFFING IMPLICATIONS

This item has been approved in the current budget:		Yes□ No□ N/A X
This item is within the approved budgeted amount:		Yes□ No□ N/A X
This item is mandated by the Provincial/Federal Government		:: Yes□ No□ N/A X
Prepared By:	Reviewed and submitted by:	Submitted for Council consideration by:
Bo.	Bo.	Bo
Craig Calder	Craig Calder	Craig Calder
CAO/Clerk	CAO/Clerk	CAO/Clerk

# THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT BY-LAW NO. 71-2016

**BEING** a by-law to enter into an agreement of purchase and sale with Bell Canada.

**WHEREAS** the *Municipal Act, 2001,* c. 25 55. 5 (1) provides that the powers of a municipal corporation are to be exercised by its council;

**AND WHEREAS** the *Municipal Act, 2001,* c. 25 55. 5 (3) provides that the powers of every council are to be exercised by by-law;

**AND WHEREAS** under Section 11 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a lower-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public, subject to the rules set out in subsection (4);

**AND WHEREAS** the Corporation of the Township of North Stormont deems it expedient to enter into an agreement of purchase and sale with Bell Canada for the expansion on the Crysler's Walking Trail.

**NOW THEREFORE** Council of the Township of North Stormont enacts as follows:

- That approval be given to enter into an agreement, attached hereto as Agreement of Purchase and Sale to this By-law, with Bell Canada,
- 2. That the Mayor and CAO/Clerk be hereby authorized to sign the Agreement of Purchase and Sale on behalf of the Corporation of the Township of North Stormont,
- 3. THAT this By-law shall come into force and effect on the date of its adoption.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED** in open Council, signed and sealed this 13th day of December, 2016.

Dennis Fife Mayor

Marc Chénier

Chief Administrative Officer/Clerk

#### AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made as of the 13 day of December. 2016.

BETWEEN:

# THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

(hereinafter called the "Purchaser")

OF THE FIRST PART

- and -

#### BELL CANADA

(hereinafter called the "Vendor")

OF THE SECOND PART

#### WHEREAS:

- A. The Vendor is the owner of a portion of former NY Central Railway bed located near the Town of Crysler in the County of North Stormont as more particularly described in Schedule "A" hereto (the "Property"); and
- B. The Vendor has agreed to sell the Property to the Purchaser and the Purchaser has agreed to purchase the Property on the terms and subject to the conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, other good and valuable consideration, and the sum of two dollars (\$2.00) now paid by each party to the other (the receipt and sufficiency of which are hereby acknowledged) the parties hereby agree as follows:

#### Agreement of Purchase and Sale

The Vendor hereby agrees to sell, transfer, set over and convey all of its right, title and interest in the Property to the Purchaser, and the Purchaser hereby agrees to purchase, acquire and assume the Property from the Vendor, for the Purchase Price and on and subject to terms and conditions of this Agreement.

#### 2. Purchase Price

(a) As consideration for the conveyance of the Property and subject to the terms and conditions of this Agreement, the Purchaser shall pay to the Vendor the sum of Five Thousand Dollars (\$5,000.00) (the "Purchase Price"). (b) The Purchase Price shall be paid on the Closing Date except as otherwise provided herein and subject to adjustment, if applicable, by certified trust cheque payable to Borden Ladner Gervais LLP, in trust (the "Vendor's Solicitors").

#### 3. Adjustments and Taxes

- (a) Realty taxes, utilities and all other items normally adjusted between a vendor and a purchaser in respect of the said real property, as applicable, shall be adjusted as of the Closing Date (with the Closing Date to be for the account of the Purchaser). Adjustments shall be paid at closing, provided that if final billings are not then available, the said adjustments shall be made on the basis of the most recent billings then available and upon final billings becoming available, the parties hereto agree to readjust all such items, if necessary.
- (b) The Purchaser shall be responsible for and pay any taxes or fees payable on the transfer of the Property or in respect of registration of any closing documents, and all federal, municipal or provincial sales or other taxes payable upon or in connection with the conveyance or transfer of the Property, including HST, if any, but excluding any income taxes payable by the Vendor upon or in connection with the transaction.
- (c) The amount of the Purchase Price does not include Harmonized Sales Tax (the "HST") and the Purchaser warrants that it is a registrant and hereby covenants to self-assess and remit applicable HST, in addition to the amount of the Purchase Price as may be required by law.

#### 4. Closing Date

The transaction of purchase and sale shall be completed on the 17<sup>th</sup> day of January, 2017 (or as otherwise mutually agreed by the parties), on which date possession of the Property shall be given to the Purchaser (the "Closing Date").

#### 5. <u>Title</u>

The Purchaser acknowledges that it has accepted the state of the title to the Property, as evidenced by the PINs attached as Schedule "B" hereto with a currency date noted thereon. Purchaser acknowledges that it has already conducted whatever ancillary inquiries the Purchaser wishes to make, and the Purchaser agrees it shall make no further ancillary inquiries subsequent to the execution of this Agreement and shall make no title requisitions, contractual requisitions, or ancillary inquiry requisitions, save and except only in respect of the new title registrations subsequent to the currency date noted on the PINs in Schedule "B".

#### 6. Acceptance of Property and Release of Vendor

The Purchaser acknowledges that there are no conditions in favour of Purchaser. Without limiting the generality of the foregoing, the Purchaser acknowledges that the Purchaser has satisfied itself with respect to all matters relating to the Property, including without limitation

title, value, income to be derived from the Property, state of repair, government compliance, status of services, zoning status, development approvals, development charges status, site plan status, soil and subsoil condition, surface and groundwater in. on or under the Property, environmental condition and building condition of the Property and the Purchaser further acknowledges that the Property is being sold on an "as is, where is" basis, with no title requisitions, no access, no deliveries and without any representation or warranty whatsoever for fitness for purpose, quantity, quality or condition, and that the Purchaser shall not be entitled to any adjustment or abatement in the Purchase Price for any reason whatsoever, (save and except for the adjustments set out in Section 3 herein). The Purchaser hereby waives, releases, acquits and forever discharges the Vendor and its affiliated, related or subsidiary companies, and its officers, directors, employees, agents, successors and assigns from any and all sums of money, liabilities, claims, causes of action, debts, accounts, controversies, covenants, promises, judgments, lawsuits, rights, charges, costs, executions, expenses, obligations and demands whatsoever in law or in equity arising from or in connection with the Property, and this release, whether known or unknown, whether suspected or not, and whether arising before or after the Closing Date (the "Released Matters").

The Purchaser acknowledges and agrees that it has no claims against the Vendor in connection with the Released Matters. The Purchaser further undertakes, covenants and agrees not to make any claim, or to take any proceedings, either alone or with any other person or corporation, against any other person or corporation who might claim contribution or indemnity from the other party, or any of them, with respect to the Released Matters. The Purchaser represents and warrants that it has not assigned to any person, entity or corporation any of the claims which they release by this release. In the event that the Purchaser commences any claim and the other party is added to such claim, whether justified in law or not, the Purchaser will immediately discontinue such claim and will be liable to the Vendor for the legal costs incurred in any such proceeding on a full indemnity basis. This release shall operate conclusively as an estoppel against the Purchaser in the event of any claims which might be brought in the future by the Purchaser with respect to the Released Matters. This release may be pleaded in the event any such claim, action, complaint or proceeding is brought as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis.

The Purchaser shall indemnify and save the Vendor harmless from and against all losses, damages, claims, liabilities or costs that may be suffered by the Vendor arising in connection with the Released Matters.

#### 7. Vendor Representation

The Vendor hereby represents, warrants or covenants to the Purchaser, as the case may be, that it is not now and shall not be on the Closing Date a non-resident of Canada within the meaning of the *Income Tax Act*, and the Vendor shall deliver on the Closing Date a certificate verifying same.

#### 8. Future Use of the Property

The Purchaser and the Vendor agree that there is no representation and warranty of any kind that the future intended use of the property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement. The Purchaser shall use the Property solely for the purposes of a recreational walking trail (the "Property Use Restriction") and the parties acknowledge that the Property Use Restriction will be registered on title on closing. The walking trail will be named and shall be referred to as "Bell Canada Trail" and the Purchaser agrees to erect prominent signage at both ends of the trail, at its own expense, subject to the Vendor's prior written approval. The provisions of this Section 8 shall survive and not merge on closing.

#### 9. Reservation of Easement in favour of the Vendor

The Purchaser consents to the reservation of an easement in perpetuity in favour of the Vendor in connection with the Vendor's existing and future cable and wires (both buried and aerial), conduits, conduit structures, markers, poles, anchors, guys, maintenance holes, fixtures, equipment, and all appurtenances thereto located upon, over, in, under or across the Property, substantially in the form set out in Schedule "C" attached hereto (the "Easement").

#### 10. Closing and Closing Deliveries

- (a) In addition to the closing deliveries elsewhere contemplated herein, the Vendor shall deliver to the Purchaser on the Closing Date the following:
  - a transfer of the Property in favour of the Purchaser in registrable form,
     which transfer shall provide for the reservation of the Easement;
  - (ii) a statement of adjustments;
  - (iii) a certificate verifying that the Vendor is not a "non-resident" of Canada within the meaning of the *Income Tax Act* (Canada);
  - (iv) an undertaking to readjust the statement of adjustments, as necessary; and
  - (v) all other documents which are required and which the Vendor reasonably requested on or before the Closing Date to give effect to this transaction.
- (b) In addition to the closing deliveries elsewhere contemplated herein, the Purchaser shall deliver to the Vendor on the Closing Date the following:
  - (i) the Purchase Price as contemplated in Section 2 above;
  - (ii) an undertaking to readjust the statement of adjustments, as necessary;
  - (iii) HST registration number of the Purchaser together with the covenant and indemnity of the Purchaser to make appropriate filings with respect to this transaction as it relates to HST:

- (iv) consent to the reservation of Easement;
- (v) consent to the registration of the Property Use Restriction; and
- (vi) all other documents which are required and which the Vendor reasonably requested on or before the Closing Date to give effect to this transaction.
- (c) The Vendor and Purchaser acknowledge that the transaction shall be completed by electronic registration and that each of the Vendor and Purchaser shall retain a lawyer to complete the transaction pursuant to electronic registration and that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyers' discretion (a) not occur contemporaneously with the registration of the transfer and other registrable documentation; and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the lawyers.
- (d) The Transfer/Transfer of Easement and all other documents required to complete this transaction, save for the Land Transfer Tax Affidavit, shall be prepared by the Vendor's Solicitors at the Purchaser's expense.

#### 11. Reimbursement of Costs

It is understood and agreed, that in addition to the Purchase Price, the Purchaser shall reimburse the Vendor for all of its legal fees and disbursements plus applicable taxes (the "Legal Costs") incurred by the Vendor in connection with this transaction forthwith upon the Vendor submitting copies of all accounts for Legal Costs incurred by the Vendor.

#### 12. Planning Act Compliance

This Agreement is subject to compliance with the provisions of the *Planning Act* (Ontario) as may be amended from time to time. and this Agreement is subject to the express condition that it shall not be effective to create or convey any interest in land until the provisions of section 50 of the *Planning Act* (Ontario) are complied with.

#### 13. Binding Agreement/Time of the Essence

This Agreement, when executed by both parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof.

#### 14. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported thereby other than as expressed herein in writing.

#### 15. Tender

Any tender of documents or money hereunder may be made upon the solicitor acting for the party on whom tender is desired and it shall be sufficient that a negotiable certified cheque may be tendered in licu of cash.

#### 16. Access

The Purchaser acknowledges that it shall have no access to the Property subsequent to execution of this Agreement and prior to the Closing Date.

#### 17. Headings

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

#### 18. Severability

If any provision contained herein shall be found to be unenforceable, such provision shall be severed from the Agreement, and the remainder of this Agreement shall continue to be in full force and effect.

#### 19. Notices

All notices permitted or required to be delivered herein shall be delivered by personal or courier delivery or by telefax to the following addresses (or such other addresses or telefaxes may be provided in accordance with this paragraph), and shall be considered received when actually received:

#### To the Vendor:

Bell Canada Bell Canada Real Estate Services 87 Ontario St. West, 6<sup>th</sup> Floor Montreal, QC H2X 1Y8

Attention:

Director, Strategic Asset Planning

Telefax: (514) 391-7990

with a copy to:

c/o SNC-Lavalin O&M Solutions Inc. 87 Ontario St. West, 6th Floor Montreal, QC H2X 0A7

Attention:

Director, Transactions Management

Telefax: (514) 840-8404

#### To the Purchaser:

The Corporation of the Township of North Stormont P.O. Box 99
15 Union Street
Berwick, ON K0C 1G0

Attention:

Chief Administrative Officer

Telefax:

(613) 984-2908

#### 20. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### 21. Applicable Law

This Agreement shall be interpreted in accordance with the laws of the province of Ontario and the laws of Canada applicable thereto.

#### 22. Further Assurances

Except as provided herein, each of the parties shall, at the cost and expense of the other party, execute and deliver all such further documents and do such further acts and things that the other party may reasonably request from time to time to give full effect to this Agreement.

#### 23. Non-Merger

The Vendor and Purchaser acknowledge and agree that their respective representations, warranties and covenants set out herein and in the Schedules hereto shall not merge on Closing, but shall survive thereafter in accordance with their terms.

#### 24. No Real Estate Brokers

The Purchaser represents to the Vendor that it has not engaged or dealt with any real estate broker or agent respecting this transaction. The Vendor represents to the Purchaser that it has not engaged or dealt with any real estate broker or agent respecting this transaction.

#### 25. Counterparts

This Agreement may be executed and delivered in any number of separate counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TOR01: 6349028: v10

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

# THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

Per: Un Ffe
Name: Dennis Fife
Title: Mayor

Name: Marc Chenier Title: CAO/Clerk

I/We have authority to bind the corporation

BELL CANADA

Per: Devis leves for Act MGM

Per: Name: Title:

I/We have authority to bind the corporation

#### SCHEDULE "A"

#### LEGAL DESCRIPTION OF LANDS

Firstly:

#### Legal Description of Lands:

PIN 60107-0128(LT) – PT LT 10-11 CON 11 FINCH SRO PT 22 & 23 S83806; NORTH STORMONT

Secondly:

#### Legal Description of Lands:

PIN 60107-0163(LT) – PT LT 11, CONC 10 FINCH SRO PT 21 S83806; NORTH STORMONT

Thirdly:

#### Legal Description of Lands:

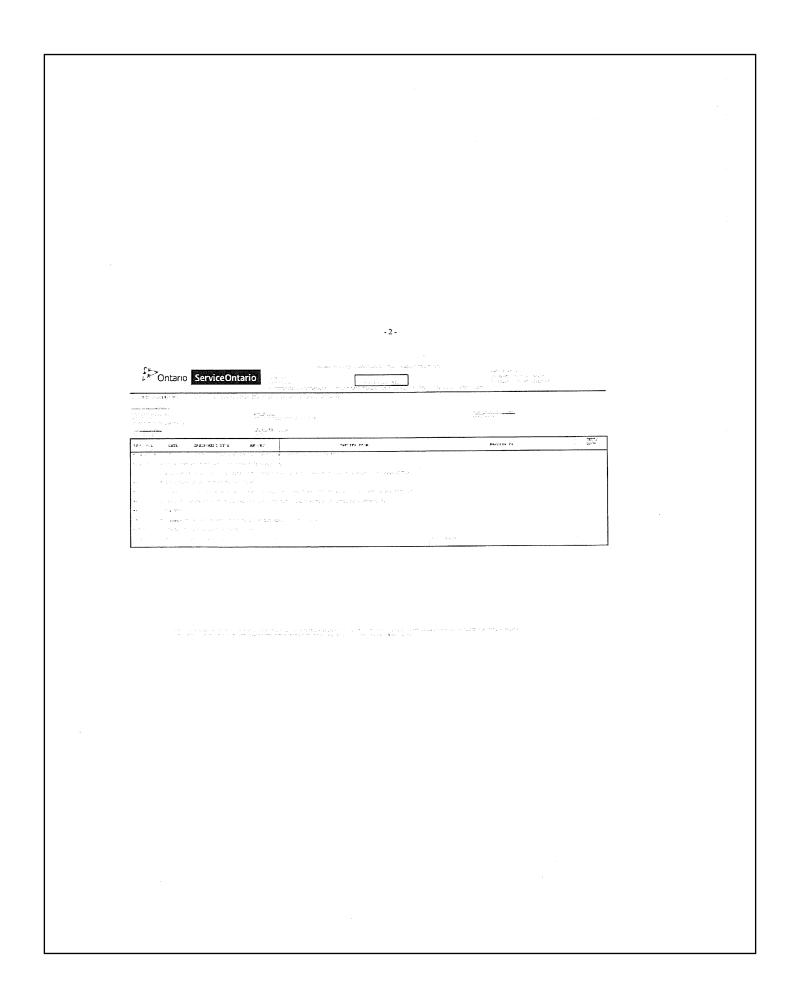
PIN 60106-0413(LT) – PT LTS 11 & 12 CON 9 FINCH PT 1 TO 3 52R4088 (SRO); NORTH STORMONT

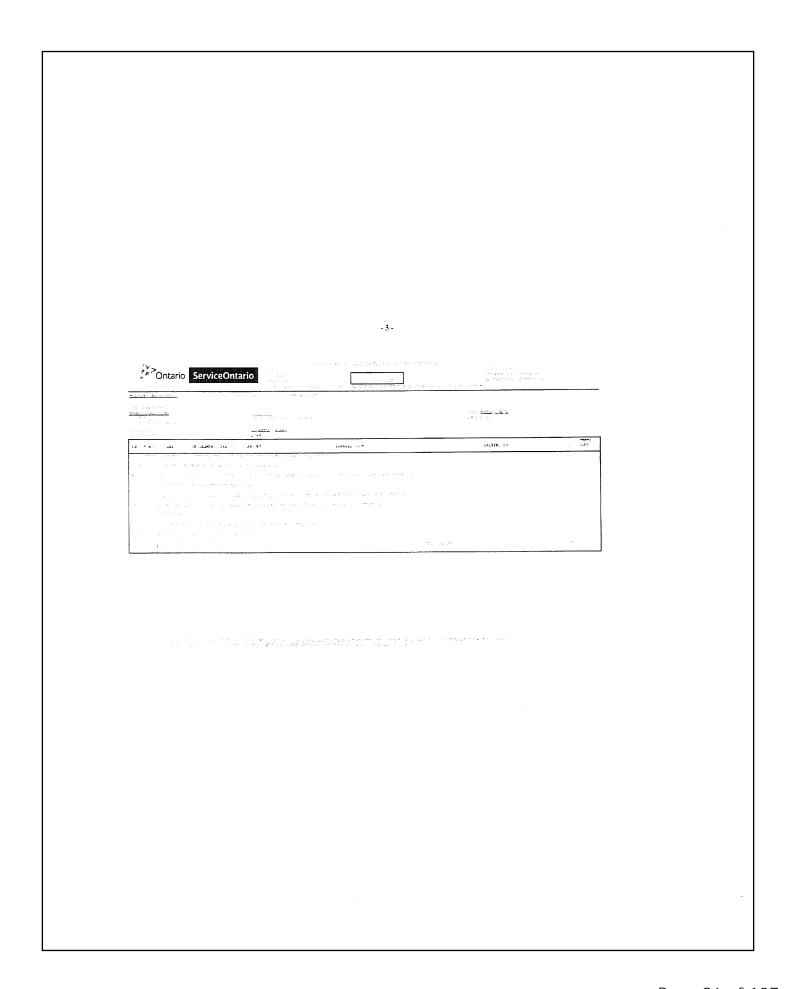
Fourthly:

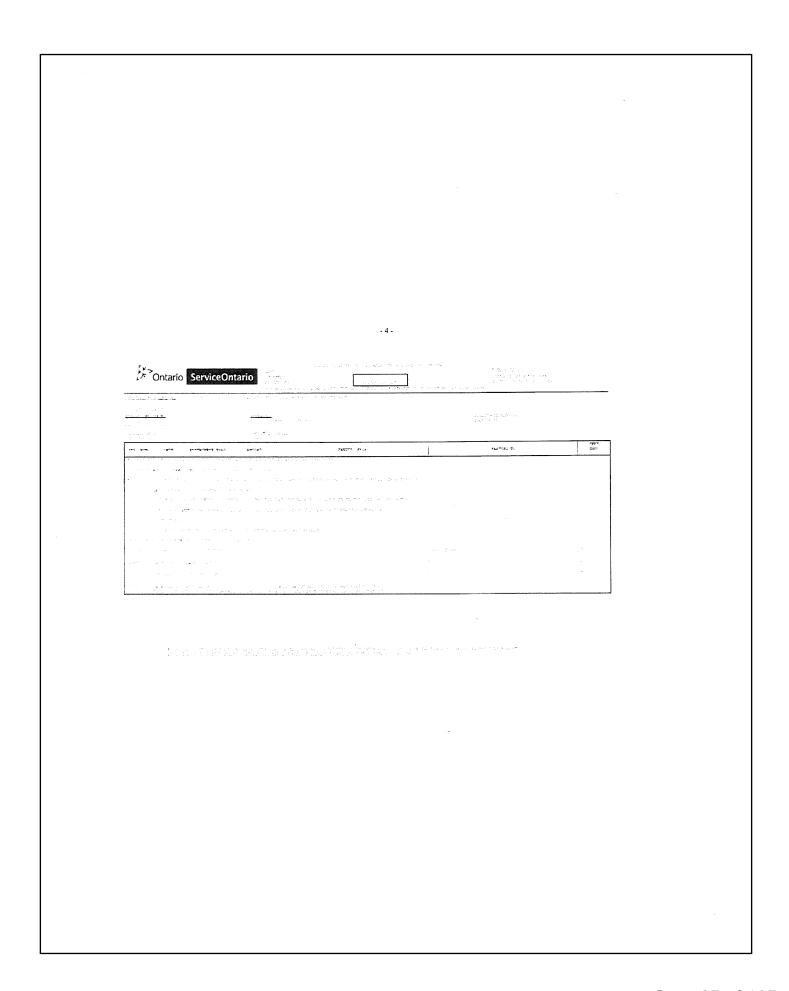
#### Legal Description of Lands:

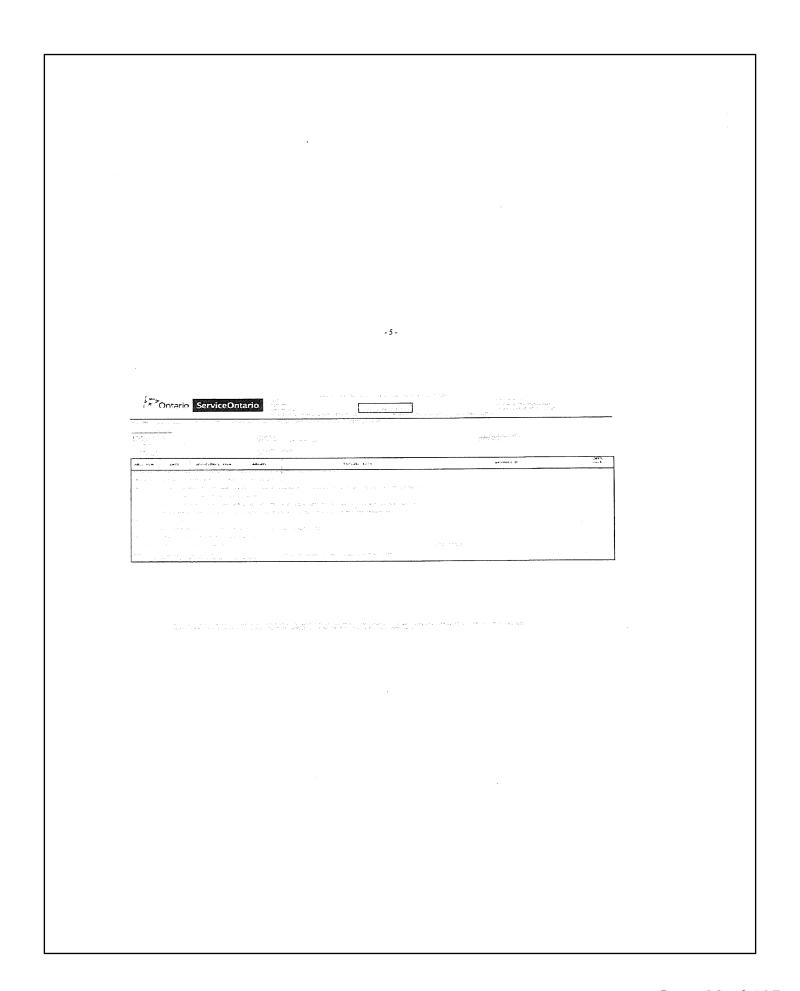
PIN 60106-0415(LT) – PT LT 11 CON 10 FINCH AS IN S87954 (SRO) SHOWN AS PT 20 S83806; NORTH STORMONT











#### SCHEDULE "C"

#### SCHEDULE TO THE TRANSFER OF EASEMENT

#### RESERVATION OF EASEMENT IN FAVOUR OF BELL CANADA

THE TRANSFEROR is the owner of lands and premises legally described as Parts of Town Lots 5 and 6 on the north side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto (PIN 21403-0082(LT) (the "Dominant Lands").

THE TRANSFEROR hereby reserves a free, unencumbered, uninterrupted, and unobstructed right in the nature of an easement in favour of the Transferor, its servants and agents, successors and assigns to be used and enjoyed as appurtenant to the Dominant Lands (the "Easement") in perpetuity upon, over, in, under and across servient lands more particularly described in the Properties Field in the Transfer document to which this schedule is attached (collectively, the "Easement Lands") for the following purposes:

- the right to construct, operate, install, inspect, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the "Facilities") or any part thereof forming part of continuous lines between the Easement Lands and other lands including, without limitation, all necessary fibre optic lines, cable and wires (whether buried, surface, mounted or aerial), conduits, conduit structures, conduit markers, poles, anchors, guys, maintenance holes, appropriate foundations containing all components connecting to the Transferor's network, underground vaults, cabinets, grounding wells, markers, fixtures, equipment, and all appurtenances thereto.
- the right of free, uninterrupted and unimpeded access at all times to the Transferor, its
  contractors, agents, employees, vehicles, equipment, and supplies to and over the
  Easement Lands.
- the right of free, uninterrupted and unimpeded access at all times to the Easement Lands from and over the abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted.
- 4. the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.
- the right, at its sole discretion, to attach, or permit the attachment of, wires, cables and
  equipment of any other company or commission for the purpose of supplying a service to
  the public.

THE TRANSFEREE hereby agrees and undertakes with the TRANSFEROR as follows:

- that the Easement Lands shall remain free of physical encumbrances (including, buildings or other structures) which would hinder the Facilities of the Transferor or the access by the Transferor, its servants, agents, contractors, vehicles, supplies and equipment and the Transferee shall not dig, drill, excavate, pave with a hard surface or interlocking (including paving, asphalt, etc.) upon, over, in, under and across the Easement Lands, and no trees or obstructions will be permitted to remain thereon unless the Transferor in writing permits the existence of certain physical encumbrances on the Easement Lands for a limited period of time upon consent by the Transferor, which consent is not to be unreasonably withheld.
- notwithstanding anything to the contrary contained herein, the Transferee may only use the Easements Lands as a recreational walking trail and the Transferee shall be responsible for the maintenance and repair of the Easement Lands as would a careful and prudent owner.
- that the Transferor shall not be liable for any long-term deterioration of the Easement Lands arising out of or resulting from the Facilities and the exercise of its rights hereby

granted, including, without limitation the cost of replacement of hard surfacing (paving, asphalt, concrete, etc.).

- 4. that in the event of damage to the Easement Lands and to the Facilities by the negligent act or omission of the Transferee, its employees or agents, to be responsible for the cost of repairs and shall repair any damage caused by the Transferee, its agents or employees.
- that it will execute such further assurances of the Easement Lands in respect of this Easement as may be required.
- 6. to be responsible for any damage caused at any time by its agents or employees to the Easement Lands. When practical, the Transferee, after any of its activities, shall restore, at its expense, the Easement Lands to a condition as near as reasonably possible to that which the Easement Lands were in prior to the start its activities, or in an improved condition to that which they were in prior to the start of its activities.
- 7. to indennify and save harmless the Transferor, its respective successors and assigns from and against all claims, demands, loss, damage, costs, actions, suits or other proceedings by whomever made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, anything done or omitted to be done by the Transferee, its servants or agents, in the exercise or enjoyment of the rights and easements herein transferred.

THE TRANSFEROR covenants and agrees as follows:

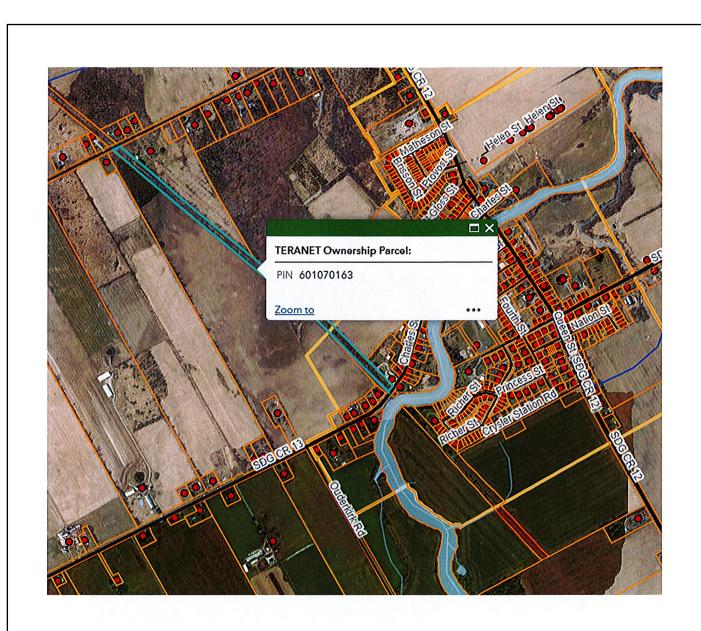
save and except to the extent caused by the negligence or wilful misconduct of the Transferee, and subject to paragraph 3 of the Transferee's covenants and agreements above, the Transferor covenants with the Transferee, its successors and assigns, as soon as reasonably practicable after the construction, repair, replacement, renewal or addition of the said Facilities, remove all debris caused by it and in all respects restore the Easement Lands to their former state so far as is practical to rectify any damages to the Easement Lands resulting from or arising out of or relating to the exercise of its rights hereunder to the reasonable satisfaction of the Transferee and shall as far as is practicable restore the surface to the condition existing prior to any entry thereon to exercise the rights hereby granted.

THE benefit of the easement, license or right-of-way hereinbefore described shall be annexed to and run with the Easement Lands and shall extend to and be binding on and courc to the benefit of the parties hereto and their respective successors and assigns. The word "successor" shall include without limitation, successors and assigns of the corporations including amalgamated and continuing corporations.

NOTWITHSTANDING any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferor.

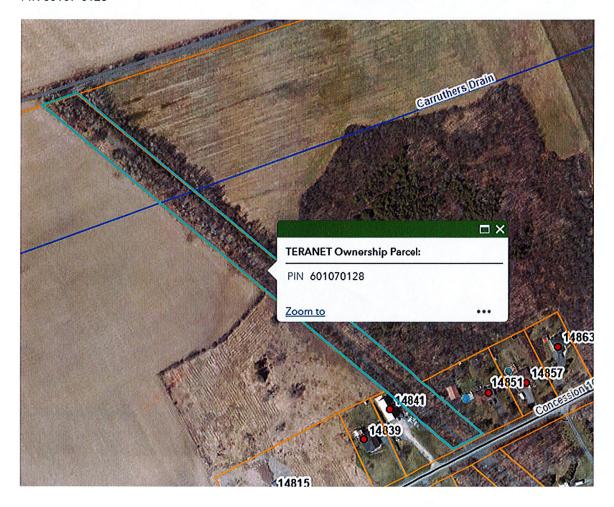
THE TRANSFEROR, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Easement Lands at its option.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective successors and assigns.



## Sylvie Villeneuve

#### PIN 60107-0128









# COMING EVENTS June - July

### **Avonmore Recreation (NSP Place)**

Committee Meeting June 26<sup>th</sup>
Canada Day Event July 1<sup>st</sup>

For all other events see: Facebook:

Avonmore Community Athletic Association

# **Crysler Community Centre**

Bingo Every Wednesday Night – 7:00 pm

Sports end of season BBQ July 13<sup>th</sup>

For all other events see: **Facebook:** Crysler Community Center

Website: cryslercommunitycenter.ca

# **Finch Community Centre**

For all other events see: **Facebook:** 

Finch Recreation & Community Connections

# **Monkland Community Centre**

For all other events see: **Facebook:** Monkland Community Center

## **Moose Creek Community Centre**

Yoga May 5<sup>th</sup> - June 25<sup>th</sup> (Mondays) 7:00 pm Yoga May 5<sup>th</sup> - June 25<sup>th</sup> (Wednesdays) 9:00 am

Canada Day Event July 1st

For all other events see: Facebook:

Moose Creek Recreation Association

# THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT BY-LAW NO. 46-2025

**BEING** a By-law to adopt, confirm and ratify matters dealt with by resolution.

**WHEREAS** the *Municipal Act, 2001*, c. 25 s. 5 (1) provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the *Municipal Act, 2001*, c. 25 s. 5 (3) provides that the powers of every council are to be exercised by By-law;

**AND WHEREAS** in many cases, action which is taken or authorized to be taken by the Township of North Stormont does not lend itself to the passage of an individual By-law.

**NOW THEREFORE** the Council of the Corporation of the Township of the North Stormont hereby enacts as follows:

- 1. That the actions of Council, at its regular meeting held on June 24, 2025 in respect of which recommendations, each motion and resolution passed and taken by the Township of North Stormont is, except where the prior approval of the Local Planning Appeal Tribunal or other authority is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
- 2. That where no individual By-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes, then this By-law shall be deemed for all purposes to be the By-law required for approving and authorizing and taking of any action authorized therein and thereby required for the exercise of any powers therein by the Township of North Stormont.
- 3. That the Mayor and the appropriate officers of the Township of North Stormont are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Township of North Stormont, to obtain approvals where required and except as otherwise provided, the Mayor and CAO/Clerk are hereby directed to execute all documents necessary on behalf of the Corporation of the Township of North Stormont and to affix the corporate seal.

<b>READ A FIRST, SECOND AND THIRD TIME</b> and passed in open Council, signed and sealed this 24 <sup>th</sup> day of June 2025.				
François Landry, Mayor	Craig Calder, CAO/Clerk			
SEAL				