



Township of Douro-Dummer Agenda for a Regular Meeting of Council

Tuesday, December 5, 2023, 5:00 p.m.
Council Chambers in the Municipal Building

Please note, that Council may, by general consensus, change the order of the agenda, without prior notification, in order to expedite the efficiency of conducting business

Electronic Meetings

Regular and Special meetings of Council are being held in person and electronically. Regular Meetings are recorded and live-streamed on the Township YouTube channel. Special Meetings will be recorded and live-streamed where feasible.

To watch the meeting live or access a recording please visit the Township's YouTube Channel

https://www.youtube.com/channel/UCPpzm-uRBZRDjB89o2X6R_A

Please contact the Acting Clerk if you require an alternative method to virtually attend the meeting.
martinac@dourodummer.on.ca or 705-652-8392 x210

	Pages
1. Call to Order	
2. Land Acknowledgement	
3. Moment of Silent Reflection	
4. Disclosure of Pecuniary Interest:	
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12.	Correspondence – Action Items:	
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18.	Rise from Closed Session with or without a Report	
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21.	Next Meeting	
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	Regular Council Meeting - December 19, 2023	
22.	Adjournment	

Minutes of the Special Meeting of Council of the Township of Douro-Dummer

November 14, 2023, 10:00 AM

Town Hall

894 South Street

Warsaw, ON K0L 3A0

Present:
Mayor Heather Watson
Deputy Mayor Harold Nelson
Councillor Thomas Watt
Councillor Adam Vervoort
Councillor Ray Johnston

Staff Present
CAO - Elana Arthurs
Clerk - Martina Chait-Hartwig
Temporary CBO - Don Helleman
Interim Treasurer - Paul Creamer
Manager of Public Works - Jake Condon
Manager of Recreation Facilities - Mike Mood
Planner - Christina Coulter
Fire Chief - Chuck Pedersen

1. Reason(s) for Special Meeting:

The Mayor called the meeting to order at 10:02 a.m. and stated the reasons for the Special Meeting is to allow for a Council Working Session to review the 2024 Draft Budget.

2. Land Acknowledgement

The Mayor recited the Land Acknowledgement.

3. Disclosure of Pecuniary Interest:

The Mayor reminded members of Council of their obligation to declare any pecuniary interest they might have. None were declared.

4. Adoption of Agenda: November 14, 2023

Resolution Number 355-2023

Moved By: Councillor Johnston

Seconded By: Deputy Mayor Nelson

That the agenda for the Special Council Meeting, dated November 14, 2023, be adopted, as circulated.

Carried

5. Other Business and Staff Reports:

5.1 2024 Draft Budget - Council Working Session

Councillor Vervoort joined via speaker phone at 10:17 a.m.

Resolution Number 356-2023

Moved By: Councillor Watt

Seconded By: Councillor Johnston

That the Finance Department be requested to bring forward a proposal regarding the long-term replacement and procurement of fire apparatus.

Carried

Resolution Number 357-2023

Moved By: Deputy Mayor Nelson

Seconded By: Councillor Vervoort

That the moneys required for the roof repair at the Warsaw Community Center be approved in advance of the approval of the 2024 Township of Douro-Dummer budget taking place.

Carried

Resolution Number 358-2023

Moved By: Deputy Mayor Nelson

Seconded By: Councillor Johnston

That Council recess from 12:02 p.m. – 12:31 p.m. for lunch.

Carried

Resolution Number 359-2023

Moved By: Deputy Mayor Nelson

Seconded By: Councillor Vervoort

That the Indacom Drive project be deferred until further notice, that the \$200,000 allocated to the project be moved to other projects; and that Councillor Johnston and Deputy Mayor Nelson meet with Otonabee Region Conservation Authority and Township staff to discuss the Indacom Drive project.

Carried

Resolution Number 360-2023

Moved By: Councillor Vervoort

Seconded By: Deputy Mayor Nelson

That the \$200,000 originally marked for the Indacom Drive project be reallocated to the following projects: \$150,000 be for Joint-Building and \$50,000 to be placed in reserve for future Fire Department capital purchases.

Carried

Motion

Moved By: Councillor Johnston

Seconded By: Councillor Watt

That a centre line marking be added to Birchview Road.

Defeated

Resolution Number 361-2023

Moved By: Deputy Mayor Nelson

Seconded By: Councillor Vervoort

That the amount to be made available for community grants be increased to \$5000.00.

Carried

6. Confirming By-law: 2023-49**Resolution Number 362-2023**

Moved By: Deputy Mayor Nelson

Seconded By: Councillor Vervoort

That By-law Number 2023-49, being a By-law to confirm the proceedings of the Special Meeting of Council, held on November 14th, 2023 be passed in open Council and that the Mayor and the Clerk be directed to sign same and affix the Corporate Seal thereto.

Carried

7. Adjournment**Resolution Number 363-2023**

Moved By: Councillor Johnston

Seconded By: Councillor Watt

That this meeting adjourn at 2:47 p.m.

Carried

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

Minutes of the Regular Meeting of Council of the Township of Douro-Dummer

**November 21, 2023, 5:00 PM
Council Chambers in the Municipal Building**

Member Present: Mayor Heather Watson
Deputy Mayor Harold Nelson
Councillor Thomas Watt
Councillor Adam Vervoort
Councillor Ray Johnston

Staff Present: CAO - Elana Arthurs
Clerk - Martina Chait-Hartwig
Temporary CBO - Don Helleman
Interim Treasurer - Paul Creamer
Manager of Public Works - Jake Condon
Manager of Recreation Facilities - Mike Mood
Planner - Christina Coulter

1. Call to Order

With a quorum of Council being present, the Mayor called the meeting to order at 5:02 p.m.

2. Land Acknowledgement

The Mayor recited the Land Acknowledgement and Council observed a moment of silent reflection.

3. Moment of Silent Reflection

Council observed a moment of silent reflection.

4. Disclosure of Pecuniary Interest:

The Mayor reminded members of Council of their obligation to declare any pecuniary interest they might have. None were declared.

5. Adoption of Agenda: November 21, 2023

Resolution Number 364-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Vervoort

That the agenda for the Regular Council Meeting, dated November 21, 2023, be adopted, as circulated. Carried

6. Adoption of Minutes and Business Arising from the Minutes

6.1 Special Council Meeting Minutes - October 31, 2023

6.2 Special Council Meeting Minutes - November 1, 2023

6.3 Special Council Meeting Minutes - November 7, 2023

6.4 Regular Council Meeting Minutes - November 7, 2023

Resolution Number 365-2023

Moved by: Councillor Johnston

Seconded by: Deputy Mayor Nelson

That the Minutes from the Regular and Special Council meetings held on October 31, 2023, November 1, 2023 and November 7, 2023 be received and approved. Carried

7. Consent Agenda (Reports voted upon by ONE motion) - No Debate

7.1 Peterborough County Council Minutes - October 18, 2023

Resolution Number 366-2023

Moved by: Councillor Watt

Seconded by: Deputy Mayor Nelson

That the Consent Agenda for November 21, 2023 be received.

Carried

8. Delegations, Petitions, Presentations or Public Meetings:

8.1 Public Meeting - Draft 2024 Capital and Operating Budget

Resolution Number 367-2023

Moved by: Councillor Johnston

Seconded by: Councillor Vervoort

That the Public Meeting regarding the Draft 2024 Capital and Operating Budget be declared open (5:06 p.m.).

Carried

Paul Creamer, Interim Treasurer, reviewed the draft 2024 budget.

In attendance:

Donna Peacock

Comments received:

None

Resolution Number 368-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Johnston

That the Public Meeting regarding the Draft 2024 Capital and Operating Budget be declared closed. (5:30 p.m.).

Carried

9. Public Comment Period - No Debate or Decision: None

10. Staff Reports:

10.1 Report and Capital Project Status

Resolution Number 369-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Vervoort

That the Report and Capital Status document for November 2023 be received.

Carried

10.2 Recycling Depot Operation Agreement – Circular Materials, Public Works-2023-13

Resolution Number 370-2023

Moved by: Councillor Vervoort

Seconded by: Councillor Johnston

That the report, dated November 21, 2023, regarding the Blue Box Depot Operation Agreement with Circular Materials Ontario be received for information; and

That By-law No. 2023-51 being a By-law to execute the Depot Operations Agreement between the Township of Douro-Dummer and Circular Materials Ontario, for haulage and disposal services of Blue Box Materials received at the Transfer Station; be brought forward for passage under the By-law section of the agenda.

Carried

10.3 Municipal Sign By-law, Building Department-2023-13

Resolution Number 371-2023

Moved by: Councillor Vervoort

Seconded by: Deputy Mayor Nelson

That the report, dated November 21, 2023, regarding the Municipal Sign By-law be received and that the Draft By-law be approved at the appropriate time during the meeting.

Carried

10.4 Purchasing Report – November 2023, Treasurer-2023-23

Resolution Number 372-2023

Moved by: Councillor Johnston

Seconded by: Councillor Watt

That the report, dated November 21, regarding Purchasing Report – November 2023 be received.

Carried

11. Committee Minutes and Other Reports:

11.1 Public Library Board Minutes – July 11, 2023

11.2 Police Services Board Minutes – July 26, 2023

11.3 Public Library Board Minutes – September 12, 2023

11.4 Events Committee Meeting Minutes - October 30, 2023

Resolution Number 373-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Vervoort

That the minutes from the Public Library Board meetings held on July 11, 2023 and September 12, 2023, the minutes from the Police Service Board be approved and that the minutes from the Events Committee meeting held on October 30, 2023 be received and approved. Carried

12. Correspondence – Action Items:

12.1 Minister responsible for the Federal Economic Development Agency for Southern Ontario - Letter of Congratulations - Douro South Park

Resolution Number 374-2023

Moved by: Councillor Johnston

Seconded by: Deputy Mayor Nelson

That the Letter of Congratulations from the Minister responsible for the Federal Economic Development Agency for Southern Ontario for the Douro South Park be received. Carried

12.2 Ontario Volunteer Service Awards - Nominations for the 2024 Ontario Volunteer Service Awards

Resolution Number 375-2023

Moved by: Councillor Watt

Seconded by: Councillor Johnston

That the letter regarding Ontario Volunteer Service Awards be received and supported and forwarded to Service Clubs in the Township to seek nominations. Carried

- 12.3 Enbridge - Consultation on the future of natural gas expansion and home heating affordability

Resolution Number 376-2023

Moved by: Councillor Watt

Seconded by: Councillor Vervoort

That the letter from Enbridge regarding consultation on the future of natural gas expansion and home heating affordability be received.

Carried

13. By-laws:

- 13.1 2023-50 - By-law to Regulate the Use and Erection of Signs in the Corporation of the Township of Douro-Dummer

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Johnston

That By-law 2023-50, Being a By-law to Regulate the Use and Erection of Signs in the Corporation of the Township of Douro-Dummer, be passed, in open council this 21st day of November, 2023 and that the Mayor and the Clerk be directed to sign same and affix the Corporate Seal thereto.

Carried

- 13.2 2023-51 - By-law to Authorize an Agreement with Circular Materials Ontario for the Collection of Blue Box Materials from the Hall's Glen Transfer Station

Moved by: Councillor Vervoort

Seconded by: Deputy Mayor Nelson

That By-law 2023-51, Being a By-Law to authorize the execution of an Agreement with Circular Materials Ontario for the Collection of Blue Box Materials at Hall's Glen Transfer Station, be passed, in open council this 21st day of November, 2023 and that the Mayor and the Clerk be directed to sign same and affix the Corporate Seal thereto.

Carried

14. Reports derived from previous Notice of Motions: None

15. Notices of Motion - No Debate: None

16. Announcements:

Councillor Johnston thanked the Events Committee and community for the success of the Remembrance Day Ceremony on November 10, 2023 and spoke to the upcoming Santa Claus Parade on November 25, 2023.

17. Closed Session:

Resolution Number 377-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Vervoort

That Council to enter into Closed Session for Reasons Under Section 239 (2) of the Municipal Act, 2001, S.O. 2001, c. 25, as follows:

(b) personal matters about an identifiable individual, including municipal or local board employees;

(c) a proposed or pending acquisition or disposition of land by the municipality local board; (6:04 p.m.)

Carried

17.1 Report from CAO – Update on HR Matter

17.2 Report from CAO – Update Regarding a proposed or pending acquisition or disposition of land by the municipality or local board

18. Rise from Closed Session with or without a Report

Resolution Number 378-2023

Moved by: Councillor Johnston

Seconded by: Councillor Vervoort

That Council resume in Open Session 6:30 p.m.

Carried

19. Matters Arising from Closed Session: None

20. Confirming By-law: 2023-52

Moved by: Councillor Vervoort

Seconded by: Deputy Mayor Nelson

That By-law Number 2023-52, being a By-law to confirm the proceedings of the Regular Meeting of Council, held on the 21st day of November, 2023, be passed in open Council and that the Mayor and the Clerk be directed to sign same and affix the Corporate Seal thereto. Carried

21. Next Meeting

Regular Council Meeting – December 5, 2023

22. Adjournment

Resolution Number 379-2023

Moved by: Deputy Mayor Nelson

Seconded by: Councillor Watt

That this meeting adjourn at 6:32 p.m.

Carried

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

Take Notice that the Committee of Adjustment for the Township of Selwyn is holding a public hearing, to consider an application for a Minor Variance under Section 45 of the *Planning Act, R.S.O. 190, c.P13*, as amended.

Hearing Date: Tuesday, November 28, 2023
Hearing Time: 12:15 p.m.
Hearing Location: Electronic (virtual) Hearing – See below for details
Or
Council Chambers (lower level), 1310 Centre Line, Selwyn

File No.: A-36-23
Applicant/Owner: TTT Holdings Inc.
Agent: Neil Campbell
Property Location: 19-25 Hampton Lane - Lakefield Ward

The application seeks relief from the provisions of Zoning By-law No. 2009-021, as amended, in order to permit 3 new condominium townhouse buildings (20 dwelling units) as follows:

1. With reference to Section 4.11.3.2(i) – Townhouse Dwellings – to reduce the minimum lot area per unit from 270 m² to 220 m².
2. With reference to Section 4.11.3.2(iii) – Townhouse Dwellings – to reduce the minimum front yard setback from 7.5 metres to 7.0 metres.
3. With reference to Section 4.11.3.2(iii) – Townhouse Dwellings – to reduce the minimum front yard setback from 7.5 metres to 4.6 metres for unit 13 of Building 2B as per the site plan (1.0.2) prepared by Aside Architects dated 11/07/23.
4. With reference to Section 4.11.3.2(iii) – Townhouse Dwellings – to reduce the minimum front yard setback from 7.5 metres to 1.8 metres for unit 7 of Building 1 as per the site plan (1.0.1) prepared by Aside Architects dated 11/07/23.
5. With reference to Section 4.11.3.2(iv) – Townhouse Dwellings – to reduce the minimum exterior side yard setback from 7.5 metres to 2.3 metres for unit 7 of Building 1 as per the site plan (1.0.1) prepared by Aside Architects dated 11/07/23.

6. With reference to Section 4.11.3.2(v) – Townhouse Dwellings – to reduce the minimum interior side yard setback from 6 metres to 1.3 metres for units 8 (Building 2A) & 9 (Building 2B) as per the site plan (1.0.2) prepared by Aside Architects dated 10/27/23.
7. With reference to Section 4.11.3.2(v) – Townhouse Dwellings – to reduce the minimum interior side yard setback from 6 metres to 2.9 metres south of unit 13 of Building 2B as per the site plan (1.0.2) prepared by Aside Architects dated 10/27/23.
8. With reference to Section 4.11.3.2(v) – Townhouse Dwellings – to reduce the minimum interior side yard setback from 6 metres to 4.4 metres east of unit 1 of Building 1 as per the site plan (1.0.1) prepared by Aside Architects dated 11/07/23.
9. With reference to Section 4.11.3.2(v) – Townhouse Dwellings – to reduce the minimum interior side yard setback from 6 metres to 2.3 metres west of unit 7 of Building 1 as per the site plan (1.0.1) prepared by Aside Architects dated 11/07/23.
10. With reference to Section 4.11.3.2(vi) – Townhouse Dwellings – to reduce the minimum rear yard setback from 7.5 meters to 3 meters.
11. With reference to Section 4.11.3.2(vi) – Townhouse Dwellings – to increase the maximum lot coverage (all building and structures) from 40% to 60% as per the site plans (1.0, 1.0.1 and 1.0.2) prepared by Aside Architects dated 11/07/23.
12. With reference to Section 4.11.3.2.1 (vi)(i)(ii) & (iii) – Townhouse Dwellings – Minimum Spatial Separation Requirements – to decrease the minimum distance between two exterior walls of buildings with or without windows to 2.6 meters between units 8 (Building 2A) & 9 (Building 2B) as per the site plan (1.0.2) prepared by Aside Architects dated 11/07/23.
13. With reference to Section 4.11.3.2.1 (vi)(i)(ii) & (iii) – Townhouse Dwellings – Minimum Spatial Separation Requirements – to decrease the minimum distance between two exterior walls of buildings with or without windows to 3.5 meters between unit 13 of Building 2B and the single detached dwelling to the south as per the site plan (1.0.2) prepared by Aside Architects dated 11/07/23.

Options for Public Input to the Committee of Adjustment:

Written submissions - may be submitted prior to the granting of the minor variance(s) to the attention of Per Lundberg, Planner, Township of Selwyn:

- **Email** - No Later than 11:00 AM on the date of the Public Hearing:
planning@selwyntownship.ca
- **Drop Box (Municipal Office Adjacent to the Front Door)** - No Later than 11:00 AM on the date of the Public Hearing
- **Mail** (note - allow for sufficient delivery prior to the Public Hearing):

- **Fax** - No Later than 11:00 AM on the date of the Public Hearing: 705-292-8964

How to Participate in the Public Hearing

Virtual

In order to virtually attend the public hearing please **email** the Clerk at achittick@selwyntownship.ca no later than 4:00 p.m. the day prior to the public hearing.

Upon receipt of your email the Clerk will provide guidance and instructions on how to attend via Zoom. It is the responsibility of those interested in attending to have the technology in place to connect to the hearing.

In-Person

There may be limited opportunities for individuals to attend the in-person hearing if they are not able to attend the virtual hearing. Please contact the Clerk via email at achittick@selwyntownship.ca for further details.

Any person may attend the virtual/in-person public hearing and make written and/or oral submissions either in support or opposition to the proposal.

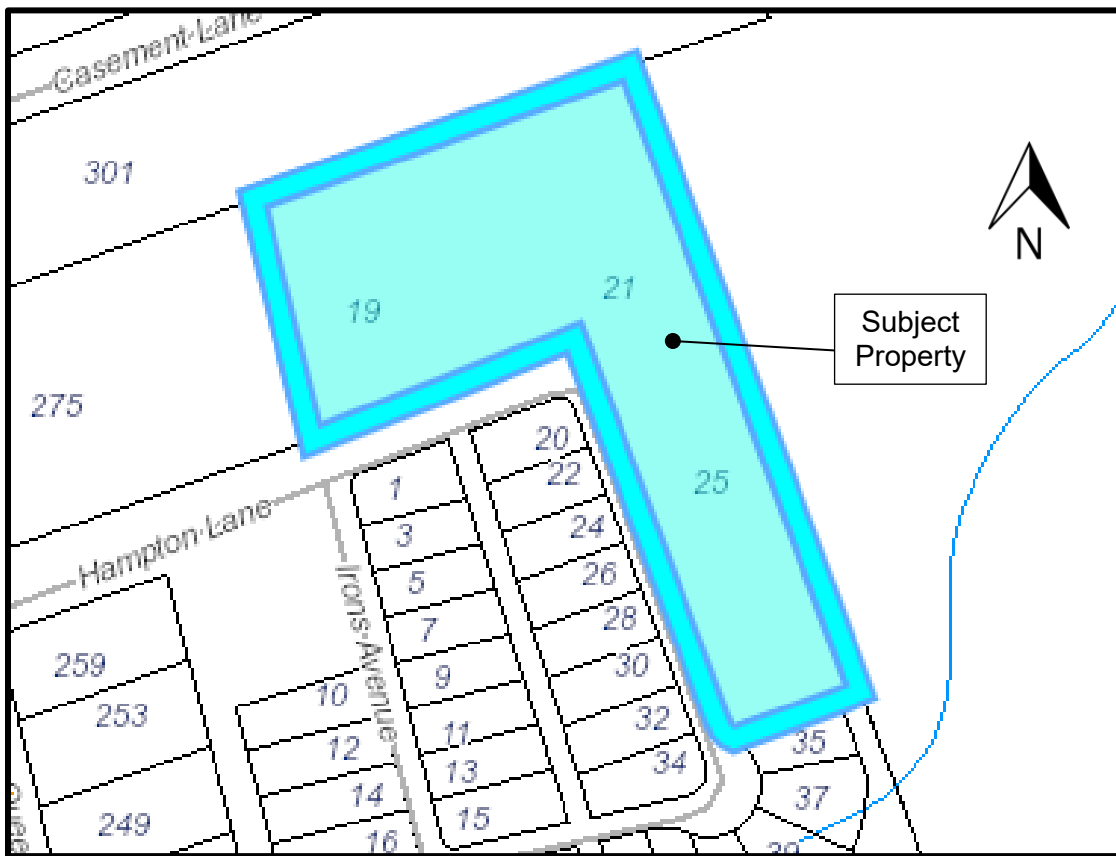
Additional information: relating to the proposed amendment is available on the Township Website www.selwyntownship.ca or by contacting Per Lundberg at 705-292-9507 ext. 220, or planning@selwyntownship.ca. A copy of the report and other relevant information will be posted on the Township's website the week of the Public Hearing.

If a specified person or public body does not make oral submissions at the public hearing or make written submissions to the Committee of Adjustment of the Township of Selwyn before the variance is granted, the specified person or public body may not be entitled to appeal the decision of the Committee of Adjustment of the Township of Selwyn to the Ontario Land Tribunal. Neighbouring property owners are not considered a specified person or public body.

Notification of Decision: If you wish to be notified of the decision of the Committee of Adjustment of the Township of Selwyn on the proposed minor variance(s), you must make written request to the Secretary-Treasurer of the Committee of Adjustment of the Township of Selwyn by mail, fax, email or drop box (see details under written submissions).

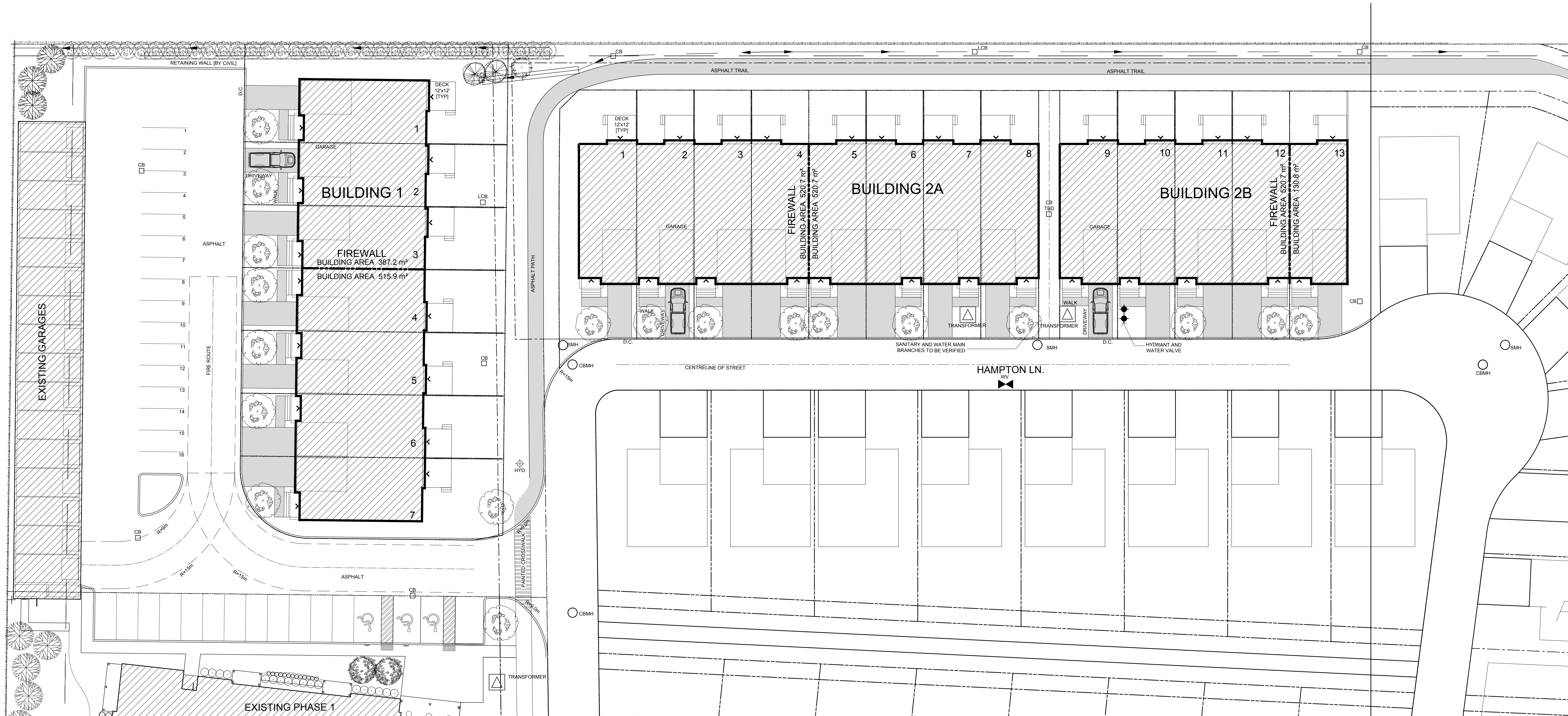
Other Applications The subject lands are not subject to any other applications under the *Planning Act*.

Key Map



Candace Massie, Secretary-Treasurer, Committee of Adjustment

Dated at the Township of Selwyn, Thursday, November 16, 2023.



aside architects
148 Hunter Street W., #201
Peterborough, ON. K9H2K8
T.705.812.2451



All drawings are the property of the designer / client and may not be reproduced without permission. The contractor shall check and verify all dimensions on site and report all errors, omissions, or discrepancies to the architect. This drawing is not to be scaled.



TTT TOWNHOUSES
238 Queen Street
Lakefield, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
2		
3		
4		
5		
6		
7		
8		
9		
10		

SCALE 1:250

SITE PLAN
MINOR VARIANCE

a 1.0

SITE STATISTICS: BUILDING 1 AS PER R3.4.11.3.2

LOT AREA [BLDG 1]	2093.2 m ²
DWELLING UNIT LOT MIN ALLOWABLE	270.0m2
DWELLING UNIT AREA CALCS	2093.2m ² / 7 UNITS = 251.4 m ²
PROPOSED	290.0m2
COVERAGE	
BUILDING AREA	1186.5 m ²
LOT COVERAGE	
ALLOWABLE	40%
PROPOSED	56.5 %
DWELLING UNIT AREA	
MIN ALLOWABLE	84.0 m ²
PROPOSED	199.8 m ²
[DWELLING UNIT AREA MEASURED INSIDE FACE OF WALLS, EXCLUDES MECHANICAL AND GARAGE]	
BUILDING HEIGHT	
BLDG HEIGHT	
[AVERAGE GRADE TO PEAK OF ROOF]	
ALLOWABLE	11.0m
PROPOSED	10.9m

SETBACKS

MIN SETBACK FROM STREET CL	
ALLOWABLE	17.5m
PROPOSED	N/A
FRONT YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED	7.0 m
REAR YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED	10.0 m

SIDEYARD SETBACKS	
EXTERIOR	
ALLOWABLE	7.5m
PROPOSED[EAST]	4.4m
INTERIOR	
ALLOWABLE	6.0m
PROPOSED[WEST]	2.3m
EAST	4.4 m

SPATIAL SEPARATIONS [4.11.3.2.1]

ii) ALLOWABLE	15.0m
BETWEEN TWO EXTERIOR WALLS, TWO OF WHICH CONTAIN WINDOWS TO HABITABLE ROOMS	
PROPOSED	N/A
ENCROACHMENTS	
FRONT PORCH	
ALLOWABLE	1.5m
[1.2m TO PROPERTY LINE]	
PROPOSED	1.4m
REAR DECK	
ALLOWABLE	1.5m
[1.2m TO PROPERTY LINE]	
PROPOSED	3.8m
[6.0m TO PROPERTY LINE]	
PARKING	
TOTAL NO DWELLING UNITS	7
PARKING PROVIDED	14
PARKING RATIO	2 PER UNIT

SITE STATISTICS: BUILDINGS 2A / 2B AS PER R3.4.11.3.2 AS PER R3.4.11.3.3

LOT AREA [BLDG 2A,2B]	3268.2 m ²
DWELLING UNIT LOT MIN ALLOWABLE	
4.11.3.3 i) 1 [MID-UNIT]	270.0 m ²
4.11.3.3 i) 2 [END UNIT]	300.0 m ²
DWELLING UNIT AREA CALCS	3268.2m ² / 13 UNITS = 251.4 m ²
COVERAGE	
BUILDING AREA 2A	1189.6 m ²
BUILDING AREA 2B	745.1 m ²
TOTAL BUILDING AREA	1934.7 m ²
LOT COVERAGE	
ALLOWABLE	40%
PROPOSED	59.5 %
LOT COVERAGE	59.2%
DWELLING UNIT AREA	
MIN ALLOWABLE	84.0 m ²
PROPOSED	248.6 m ²
[DWELLING UNIT AREA EXCLUDES BASEMENT STORAGE AND MECHANICAL, AND STORAGE SPACE AT GARAGE]	
BUILDING HEIGHT	
BLDG HEIGHT	
[AVERAGE GRADE TO PEAK OF ROOF]	
ALLOWABLE	11.0m
PROPOSED 2A	11.4m
PROPOSED 2B	11.3m

SETBACKS

MIN SETBACK FROM STREET CL	
ALLOWABLE	17.5m
PROPOSED	8.5m
FRONT YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED	4.6 m
REAR YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED[LOT 1]	6.2 m

SIDEYARD SETBACKS

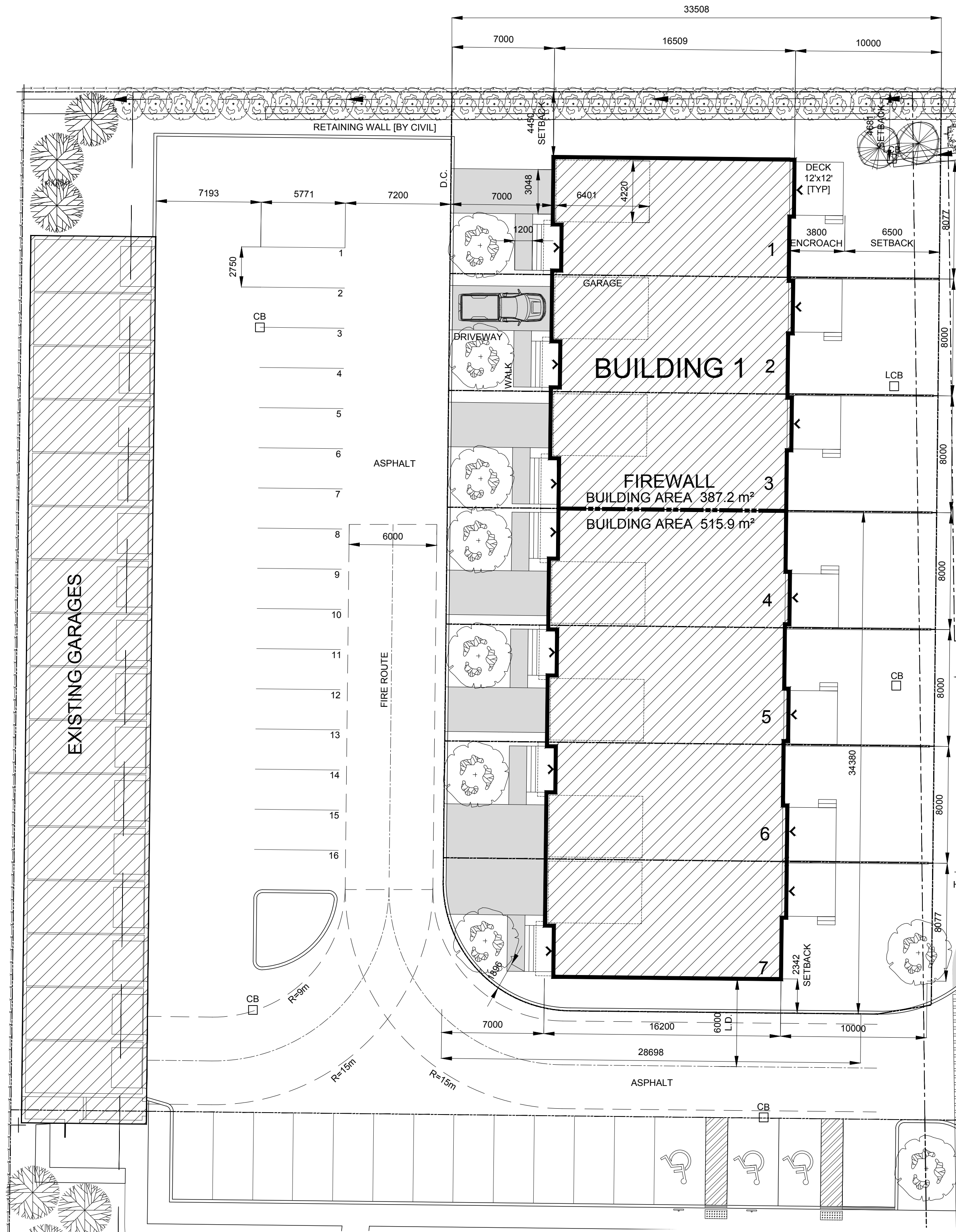
EXTERIOR	
ALLOWABLE	7.5m
PROPOSED[NORTH]	2.4m
INTERIOR	
ALLOWABLE	6.0m
PROPOSED[UNITS 8,9]	2.4m
SPATIAL SEPARATIONS [4.11.3.2.1]	
ii) ALLOWABLE	15.0m
BETWEEN TWO EXTERIOR WALLS, TWO OF WHICH CONTAIN WINDOWS TO HABITABLE ROOMS	
PROPOSED	2.6 m
ENCROACHMENTS	
FRONT PORCH	
ALLOWABLE	1.5m
[1.2m TO PROPERTY LINE]	
PROPOSED	1.4m
[5.3m TO PROPERTY LINE]	
REAR DECK	
ALLOWABLE	1.5m
[1.2m TO PROPERTY LINE]	
PROPOSED	3.8m
[3.2m TO PROPERTY LINE]	

PARKING

TOTAL NO DWELLING UNITS	7
PARKING PROVIDED	14
PARKING RATIO	2 /UNIT

MINOR VARIANCE REQUIREMENTS

R3 ZONE, TOWNHOUSES	
MIN LOT AREA PER DWELLING UNIT	250.0m
[ALLOWABLE 270.0m2]	
BLDG LOT COVERAGE	60%
[ALLOWABLE 40%]	
BLDG HEIGHT	12.0m
ALLOWABLE	11.0m
FRONT YARD SETBACK	4.6m
[TO BLDG FACE]	
ALLOWABLE	7.5m
REAR YARD SETBACK	4.0m
ALLOWABLE	7.5m
EXT SIDEYD SETBACK	2.4m
ALLOWABLE	7.5m
INT SIDEYD SETBACK	2.3m
ALLOWABLE	6.0m
SPATIAL SEPARATION	2.6m
ALLOWABLE [4.11.3.2.1]	15.0m



SITE STATISTICS: BUILDING 1	
AS PER R3, 4.11.3.2	
LOT AREA [BLDG 1]	2093.2 m²
DWELLING UNIT LOT MIN	270.0m2
DWELLING UNIT AREA CALCS	2093.2m² / 7 UNITS = 251.4 m²
PROPOSED	290.0m2
COVERAGE	
BUILDING AREA	1186.5 m²
LOT COVERAGE	
ALLOWABLE	40%
PROPOSED	56.5 %
DWELLING UNIT AREA	
MIN ALLOWABLE	84.0 m²
PROPOSED	199.8 m²
[DWELLING UNIT AREA MEASURED INSIDE FACE OF WALLS, EXCLUDES MECHANICAL AND GARAGE]	
BUILDING HEIGHT	
BLDG HEIGHT [AVERAGE GRADE TO PEAK OF ROOF]	
ALLOWABLE	11.0m
PROPOSED	10.9m
SETBACKS	
MIN SETBACK FROM STREET CL	
ALLOWABLE	17.5m
PROPOSED	N/A
FRONT YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED	7.0 m
REAR YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED	10.0 m
SIDEYARD SETBACKS	
EXTERIOR	
ALLOWABLE	7.5m
PROPOSED[EAST]	4.4m
INTERIOR	
ALLOWABLE	6.0m
PROPOSED[WEST]	2.3m
EAST	4.4 m
SPATIAL SEPARATIONS [4.11.3.2.1]	
iii) ALLOWABLE	15.0m
BETWEEN TWO EXTERIOR WALLS, TWO OF WHICH CONTAIN WINDOWS TO HABITABLE ROOMS	
PROPOSED	N/A
ENCROACHMENTS	
FRONT PORCH	
ALLOWABLE [1.2m TO PROPERTY LINE]	1.5m
PROPOSED [1.8m TO PROPERTY LINE]	1.4m
REAR DECK	
ALLOWABLE [1.2m TO PROPERTY LINE]	1.5m
PROPOSED [6.0m TO PROPERTY LINE]	3.8m
PARKING	
TOTAL NO DWELLING UNITS	7
PARKING PROVIDED	14
PARKING RATIO	2 PER UNIT

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ONTARIO ASSOCIATION OF ARCHITECTS

NEIL DEREK CAMPBELL
LICENCE 6402

TTT TOWNHOUSES

238 Queen Street
Lakefield, ON

	mm/dl/yy	description
1	11/07/23	MV APPLICATION
2		
3		
4		
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SCALE

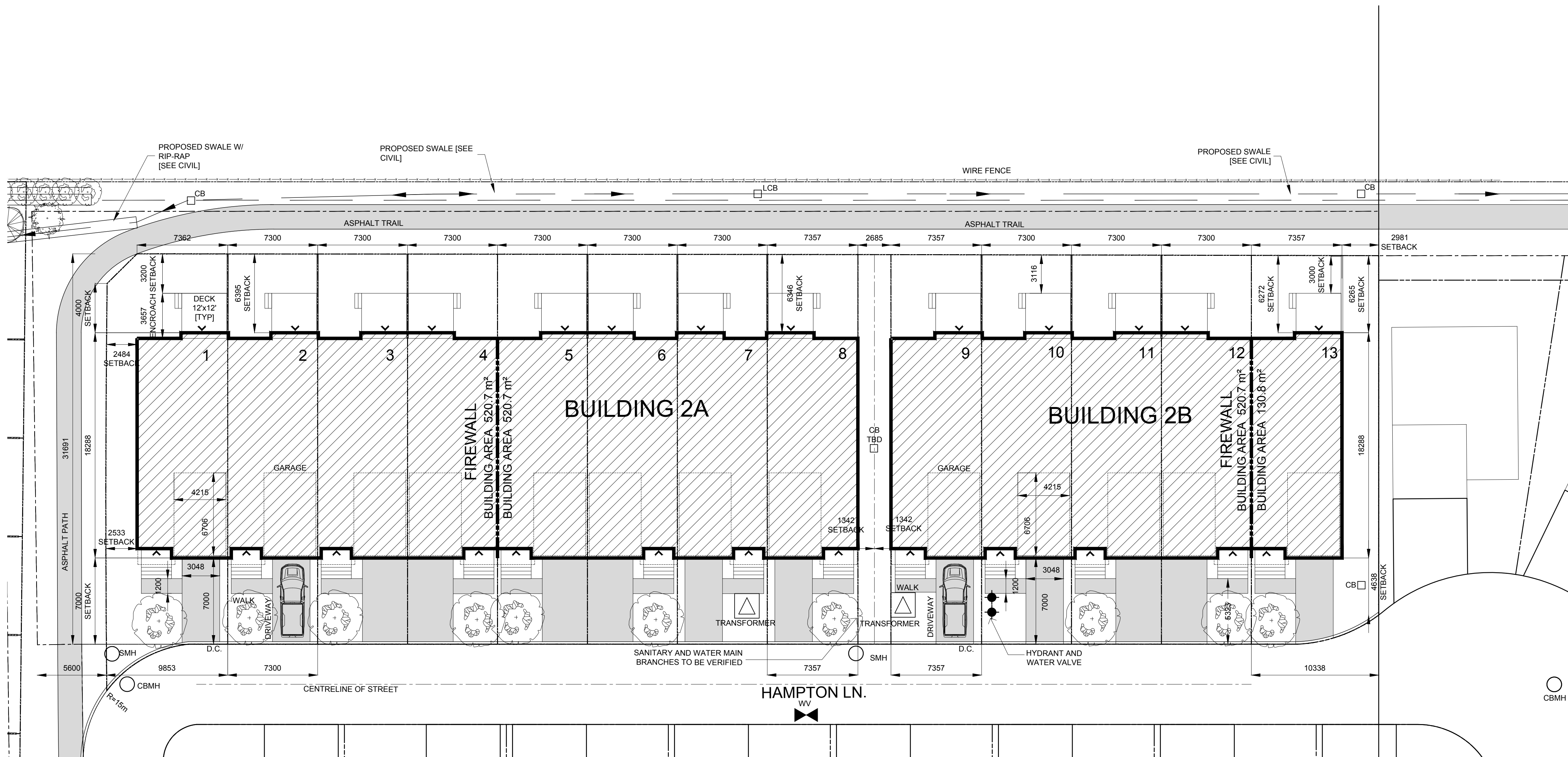
1:200

SITE PLAN

BUILDING 1

a

1.0.1



SITE STATISTICS: BUILDINGS 2A / 2B
AS PER R3, 4.11.3.2
AS PER R3, 4.11.3.3

LOT AREA [BLDG 2A/2B]	3268.2 m ²
DWELLING UNIT LOT MIN ALLOWABLE	
4.11.3.3 i) 1 [MID-UNIT]	270.0 m ²
4.11.3.3 i) 2 [END UNIT]	300.0 m ²
DWELLING UNIT AREA CALCS	
3268.2m ² / 13 UNITS =	251.4 m ²

COVERAGE	
BUILDING AREA 2A	1189.6 m ²
BUILDING AREA 2B	745.1 m ²
TOTAL BUILDING AREA	1934.7 m ²
LOT COVERAGE	
ALLOWABLE	40%
PROPOSED	59.5 %
LOT COVERAGE	59.2%

DWELLING UNIT AREA	
MIN ALLOWABLE	84.0 m ²
PROPOSED	248.6 m ²
[DWELLING UNIT AREA EXCLUDES BASEMENT STORAGE AND MECHANICAL AND STORAGE SPACE AT GARAGE]	

BUILDING HEIGHT	
BLDG HEIGHT	
[AVERAGE GRADE TO PEAK OF ROOF]	
ALLOWABLE	11.0m
PROPOSED 2A	11.4m
PROPOSED 2B	11.3m

SETBACKS	
MIN SETBACK FROM STREET CL	
ALLOWABLE	17.5m
PROPOSED	8.5m

FRONT YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED	4.6 m
REAR YARD SETBACK	
ALLOWABLE	7.5m
PROPOSED [LOT 1]	6.2 m

SIDEYARD SETBACKS	
EXTERIOR	
ALLOWABLE	7.5m
PROPOSED [NORTH]	2.4m
INTERIOR	
ALLOWABLE	6.0m
PROPOSED [UNITS 8,9]	2.4m

SPATIAL SEPARATIONS [4.11.3.2.1]	
iii) ALLOWABLE	15.0m
BETWEEN TWO EXTERIOR WALLS, TWO OF WHICH CONTAIN WINDOWS TO HABITABLE ROOMS	
PROPOSED	2.6 m

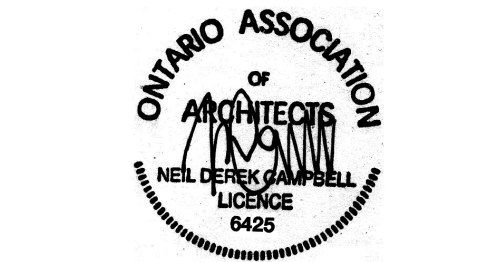
ENCROACHMENTS	
FRONT PORCH	
ALLOWABLE	1.5m
[1.2m TO PROPERTY LINE]	
PROPOSED	1.4m
[5.3m TO PROPERTY LINE]	
REAR DECK	
ALLOWABLE	1.5m
[1.2m TO PROPERTY LINE]	
PROPOSED	3.8m
[3.2m TO PROPERTY LINE]	

PARKING	
TOTAL NO DWELLING UNITS	7
PARKING PROVIDED	14
PARKING RATIO	2 /UNIT

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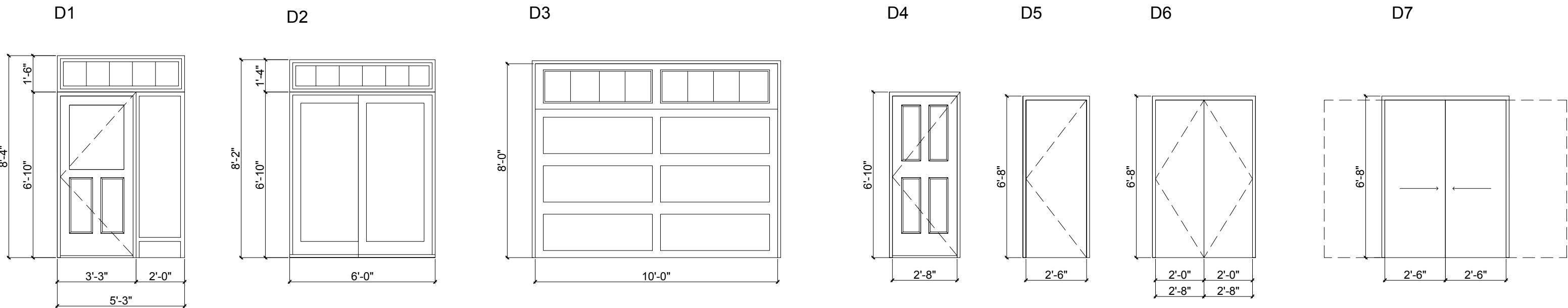
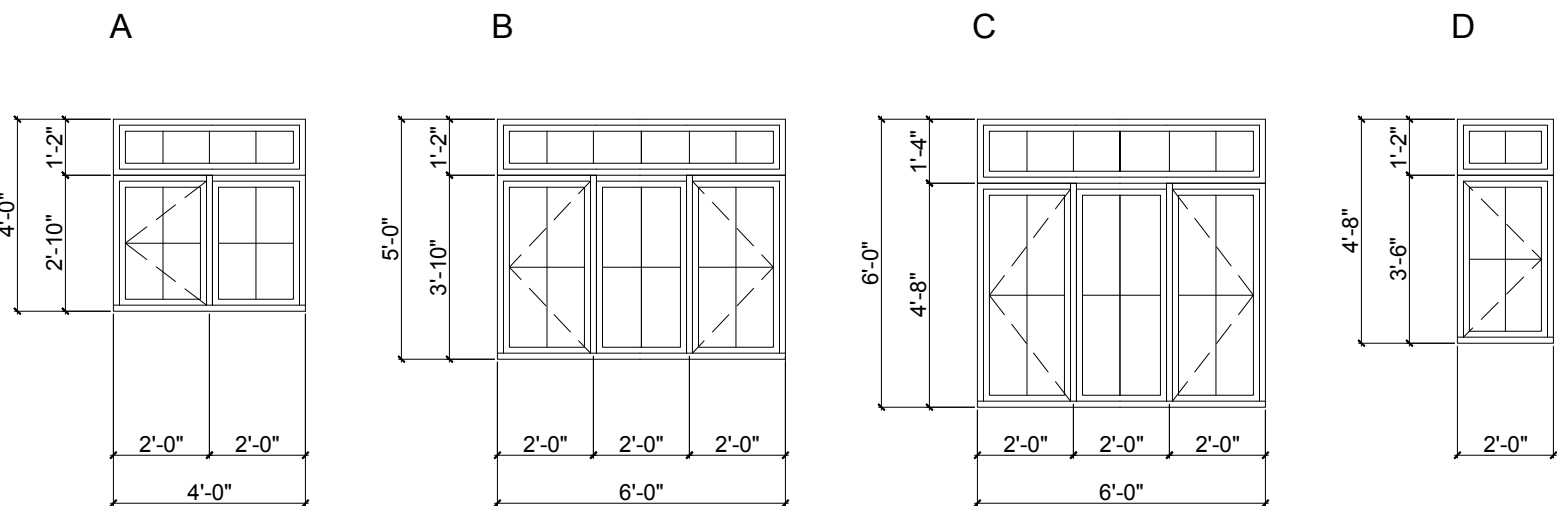
TTT TOWNHOUSES
238 Queen Street
Lakefield, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
2		
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SCALE 1:200

SITE PLAN
BUILDINGS 2A, 2B

a 1.0.2



1 WINDOW AND DOOR ELEVATIONS
a 0.2

LEGEND
PT - PAINT FINISH
WD - WOOD
HM - INSULATED HOLLOW METAL
PRE - PREFINISHED BY MANUFACTURER

DOOR SCHEDULE - BUILDING 1 TYPICAL UNIT								
FROM	TO	TYPE	WIDTH	HEIGHT	MATERIAL	FINISH	FRAME	REMARKS
EXTERIOR	ENTRY	D1	36"	82"	HM	PT	WD	SIDELIGHT SEE TYPE, LOCKSET
EXTERIOR	DINING	D2	72"	82"	VINYL	PRE	VINYL	SLIDING PATIO DOOR HDW BY SUPPLIER
GARAGE	FOYER	D4	32"	82"	HM	PT	WD	VAPOUR TIGHT WEATHER SEALS + CLOSER
EXTERIOR	GARAGE	D3	120"	96"	HM	PRE	WD	INSULATED SECTIONAL OVERHEAD DOOR HDW BY SUPPLIER. +POWER OPERATOR
GARAGE	MECHANICAL	D4	42"	82"	HM	PRE	WD	
LANDING	PWD	D5	30"	80"	WD	PT	WD	PRIVACY SET
FOYER	CLOSET	D6	2-24"	80"	WD	PT	WD	DUMMY SETS WITH HEAVY DUTY ROLLER CATCHES
HALL	BEDROOM	D5	32"	80"	WD	PT	WD	
HALL	BEDROOM	D5	32"	80"	WD	PT	WD	
BEDROOM	CLOSET	D6	2-32"	80"	WD	PT	WD	
BEDROOM	CLOSET	D6	2-32"	80"	WD	PT	WD	
HALL	WC	D5	32"	80"	WD	PT	WD	PRIVACY SET
HALL	LAUNDRY	D5	32"	80"	WD	PT	WD	
HALL	LINEN	D6	2-32"	80"	WD	PT	WD	DUMMY SETS WITH HEAVY DUTY ROLLER CATCHES
HALL	MASTER BEDRM	D5	32"	80"	WD	PT	WD	
MASTER BEDRM.	W.I.C.	D7	2-30"	80"	WD	PT	WD	POCKET DOORS WITH FLUSH HARDWARE

Name of Practice	aside architects inc.
Enter address and contact information here.	148 Hunter St, Suite 201 Peterborough, ON, K9H2K8 p. 705.812.2451 neilcampbell@asidearchitects.ca
Name of Project	TTT Holdings, Townhouses
Enter name here.	
Location	Hampton Lane, Lakefield ON
Enter address here.	

Item	Ontario's 2012 Building Code Data Matrix Part 3 or 9	BC Reference References are to Division B unless noted [A] for Div A or [C] for Div C.
1	Project Description <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Change of Use	<input type="checkbox"/> Part 11 <input type="checkbox"/> Part 3 <input checked="" type="checkbox"/> Part 9 11.1 to 11.4 1.1.2 [A] 1.1.2 [A] & 9.10.1.3
2	Major Occupancy(s) GROUP C	3.1.2.1 (1) 9.10.2
3	Building Area (m²) Existing 0.0 New 387.2 Total 387.2 Existing 0.0 New 515.9 Total 515.9	1.4.1.2. [A] 1.4.1.2. [A]
4	Gross Area (m²) Existing 0.0 New 774.4 Total 774.4 Existing 0.0 New 1031.8 Total 1031.8	1.4.1.2. [A] 1.4.1.2. [A]
5	Number of Storeys Above grade 2 Below grade 0	1.4.1.2. [A] & 3.2.1.1 1.4.1.2. [A] & 9.10.4
6	Number of Streets/Firefighter Access 1	3.2.2.10 & 3.2.5 9.10.20
7	Building Classification GROUP C	3.2.2.20-83 9.10.2
8	Sprinkler System Proposed: <input type="checkbox"/> Entire Building <input type="checkbox"/> Selected Compartments <input type="checkbox"/> Selected Floor Areas <input type="checkbox"/> Basement <input type="checkbox"/> In Lieu of Roof Rating <input checked="" type="checkbox"/> Not Required	3.2.2.20-83 3.2.1.5 3.2.2.17 INDEX 9.10.8.2 INDEX
9	Standpipe Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.2.9 N/A
10	Fire Alarm Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.2.4 9.10.18
11	Water Service/Supply is Adequate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3.2.5.7 N/A
12	High Building <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.2.6 N/A
13	Construction Restrictions <input type="checkbox"/> Combustible <input type="checkbox"/> Non-combustible <input checked="" type="checkbox"/> Both Actual Construction <input type="checkbox"/> Combustible <input type="checkbox"/> Non-combustible <input checked="" type="checkbox"/> Both	3.2.2.20-83 9.10.6
14	Mezzanine(s) Area (m²) N/A	3.2.2.10 & 3.2.5 9.10.20
15	Occupant Load based on <input type="checkbox"/> m²/person <input checked="" type="checkbox"/> design of building Basement Occupancy Load 0 persons 1st Floor Occupancy Load 0 persons 2nd Floor Occupancy Load 50 DU persons 3rd Floor Occupancy Load 0 persons (Additional Floor Areas continued at End)	3.1.17 9.9.1.3
16	Barrier-free Design <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Explain)	3.8 N/A
17	Hazardous Substances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	3.3.1.2 & 3.3.1.19 9.10.1.3 (4)
18	Required Fire Resistance Rating (FRR) FRR of Horizontal Assemblies Floors 0 hours Roof 0 hours Mezzanine N/A hours FRR of Supporting Members Floors 0 hours Roof 0 hours Mezzanine N/A hours	Listed Design No. or Description (SB-2) 3.2.2.20-83 3.2.1.4 Listed Design No. or Description (SB-2) 3.2.2.20-83 3.2.1.4
19	Spatial Separation - Construction of Exterior Walls Wall Area of EBF (m²) L.D. (m) L/H or H/L Permitted Max. % of Openings Proposed % of Openings FRR (Hours) Listed Design or Description Comb. Constr. Comb. Constr. Non-comb. Constr.	3.2.3 9.10.15 BUILDING 1 UNIT 1 North 51.6 10.7 N/A UNL. UNL. N/A N/A X South 52.8 10.0 N/A UNL. UNL. N/A N/A X East 104.1 4.4 N/A 13.4% 8% N/A N/A X West N/A N/A N/A N/A N/A N/A X

NOTE: UNITS 2 THROUGH 6, PARTY WALL EACH SIDE. NORTH AND SOUTH LIMITING DISTANCE 10M ALLOWS UNLIMITED

19	Spatial Separation - Construction of Exterior Walls Wall Area of EBF (m²) L.D. (m) L/H or H/L Permitted Max. % of Openings Proposed % of Openings FRR (Hours) Listed Design or Description Comb. Constr. Comb. Constr. Non-comb. Constr.	3.2.3 9.10.14 BUILDING 1 UNIT 7 North 51.6 10.7 N/A UNL. UNL. N/A N/A X South 52.8 10.0 N/A UNL. UNL. N/A N/A X East 99.3 5.8 N/A 22% 8% N/A N/A X West N/A N/A N/A N/A N/A N/A X
----	---	--

20	Plumbing Fixture Requirements	BC Reference <input type="checkbox"/> Part 3 <input checked="" type="checkbox"/> Part 9
Male/Female Count @ ___% / ___% except as noted otherwise	Occupant Load BC Table Number Fixtures Required Fixtures Provided	
Basement: Occupancy		
1st Floor: Occupancy		
2nd Floor: Occupancy		
3rd Floor: Occupancy		9.31.4.1
PER DWELLING UNIT. KITCHEN SINK, LAVATORY, BATHTUB OR SHOWER, WATER CLOSET		

SB-12 ANALYSIS

LAKEFIELD ONTARIO
ZONE 1
DEGREE DAYS 4330

TABLE 3.1.1.2.A FOR >92% AFUE

PREScriptive PACKAGE A1	REQUIRED	PROVIDED	ASSEMBLY
CEILING WITH ATTIC	R60	R60	R1
CEILING WITHOUT ATTIC	R31	N/A	N/A
EXPOSED FLOOR	R31	R33	F3
WALLS ABOVE GRADE	R22	R23	EW2
BASEMENT WALLS	R20 CI OR R12+ R10 CI	N/A	N/A
SLAB <500mm BELOW GRADE	R10	R10	F1
WINDOWS AND GLASS DOORS	MAX U(IP) 0.28		
MIN HEATING AFUE	96%		
HRV MIN SRE	75%		
DHWH EF	0.8		

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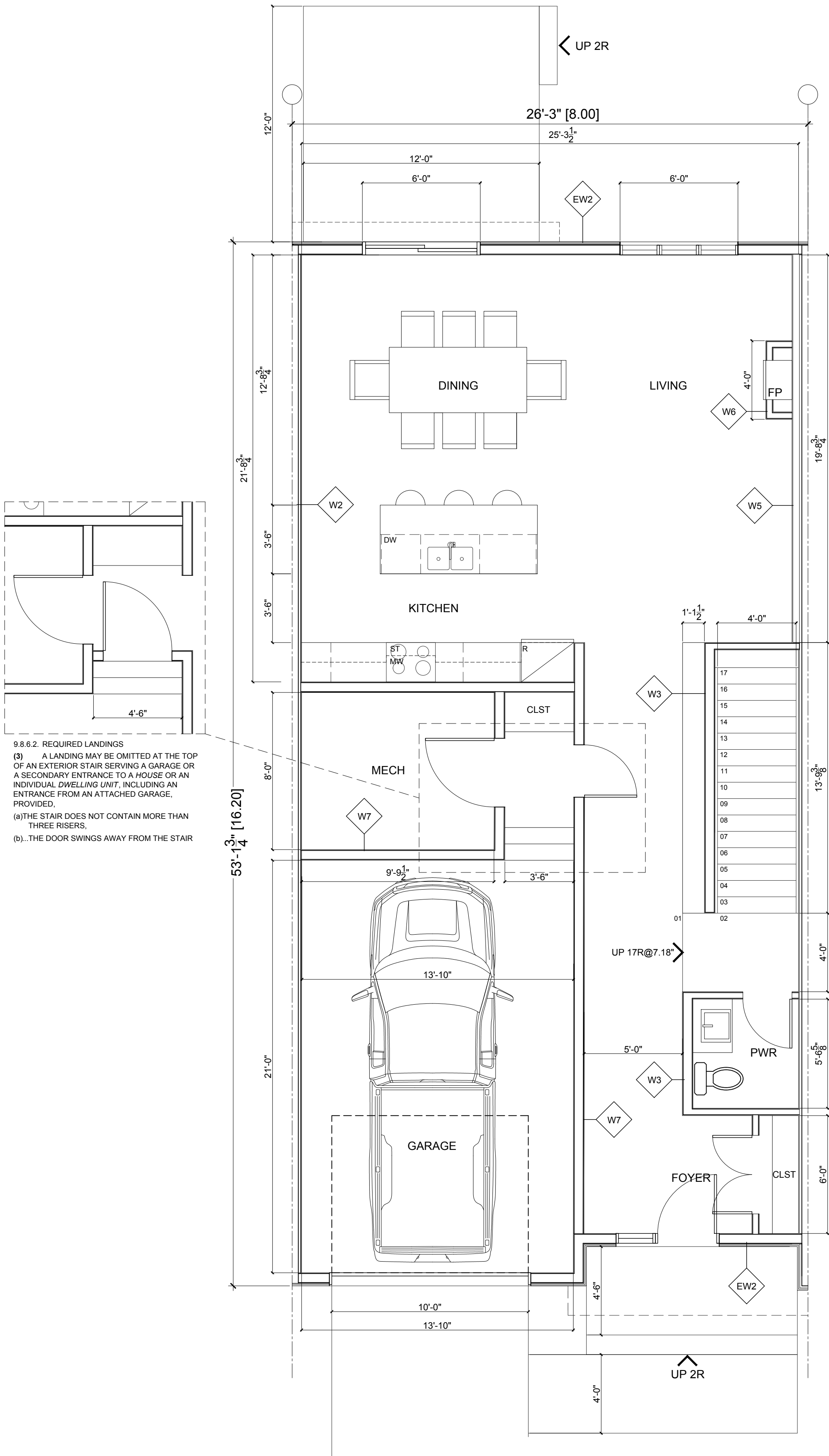
TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
2		
3		
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10		

SCALE 1/4"=1'-0"

SCHEDULES

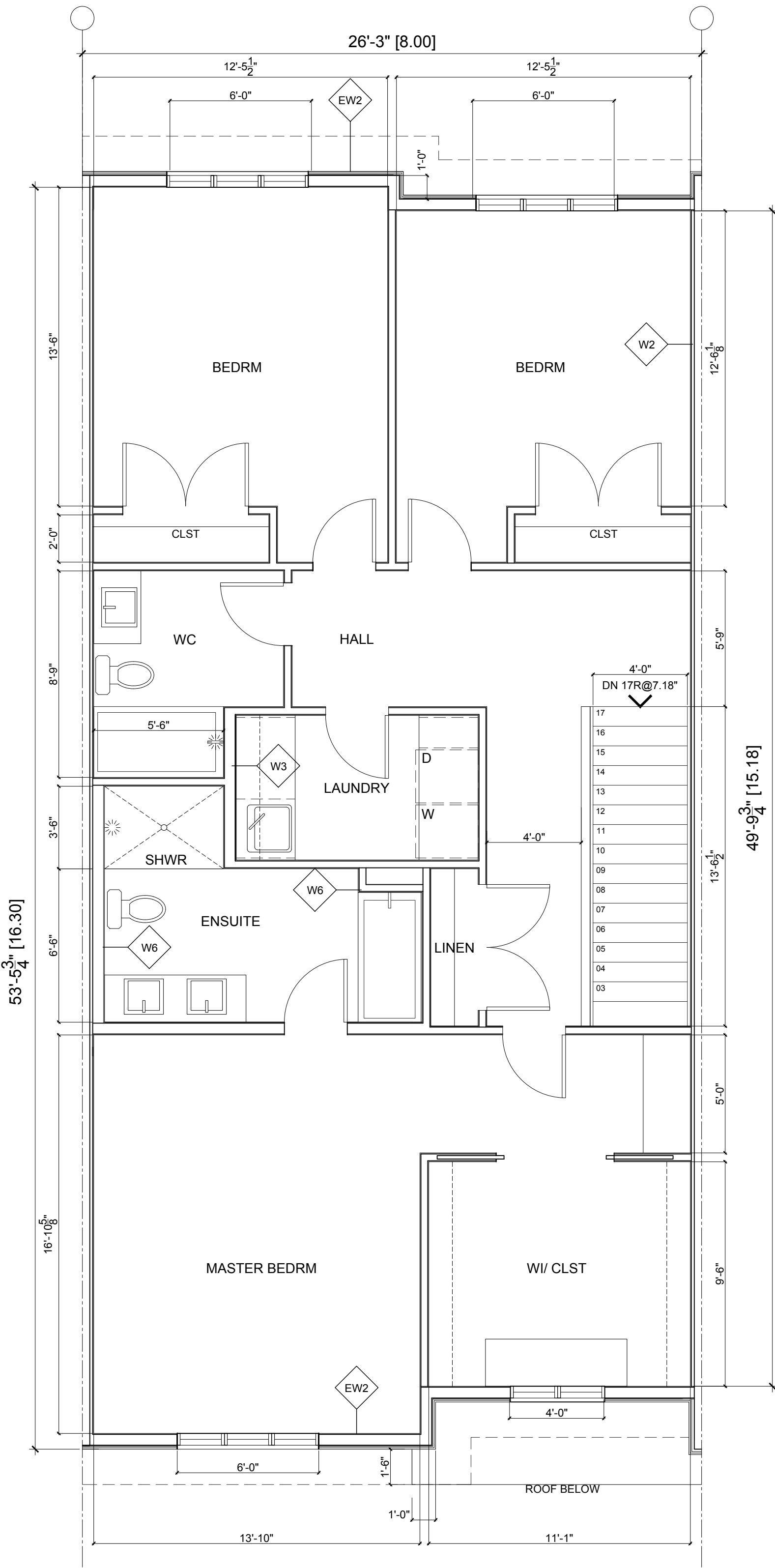
a 0.2



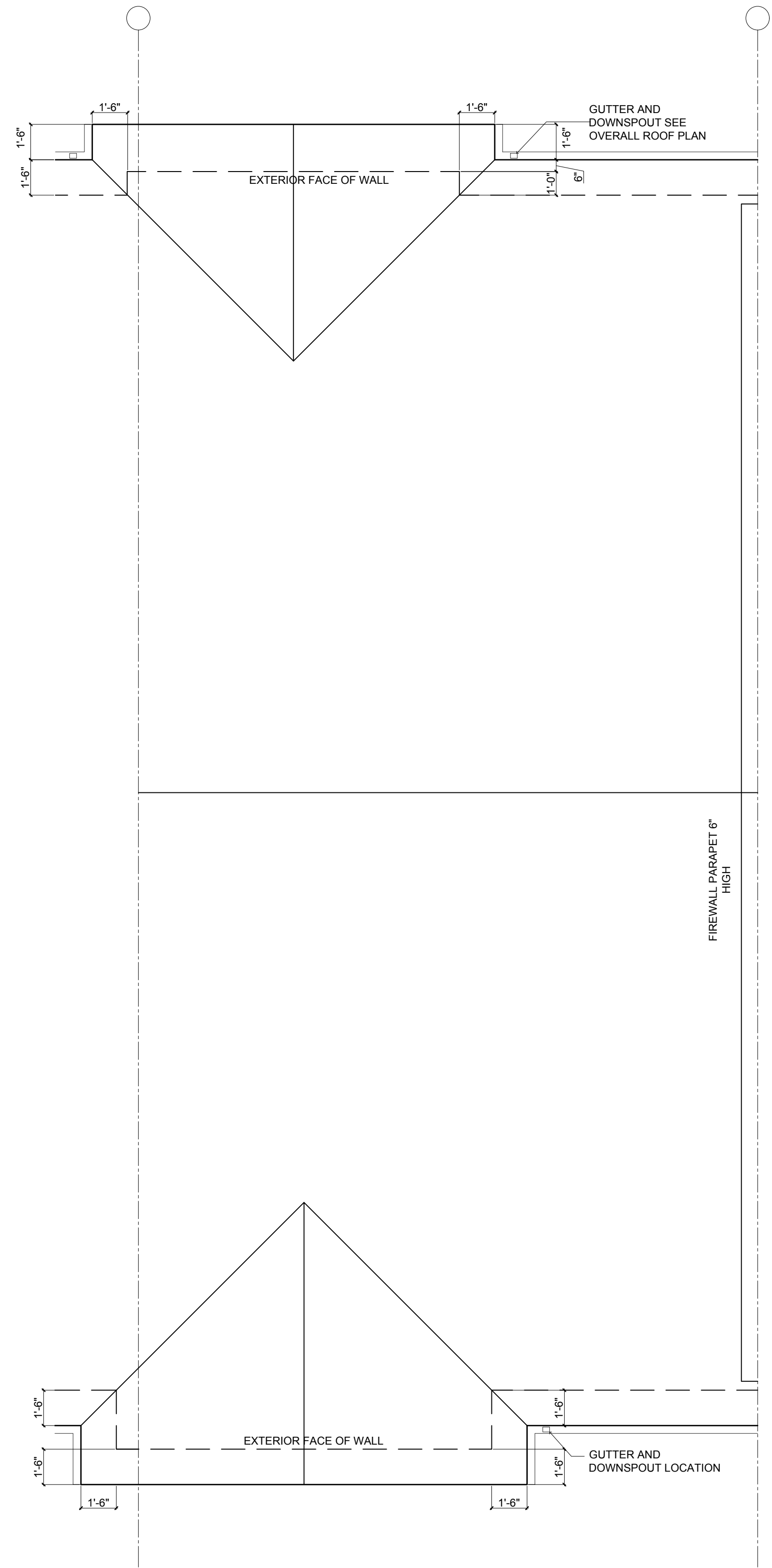
1 GRD FLOOR PLAN
a | 1.1.1

DWELLING UNIT AREA (HABITABLE ROOMS)
TO INTERIOR FACE OF EXTERIOR WALLS
EXCLUDES GARAGE AND MECHANICAL

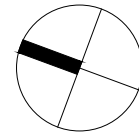
GND FL 850.2 SF / 78.9 m²
2ND FL 1300.1 SF / 120.8 m²
DWELLING UNIT AREA 2150.3 SF / 199.8 m²



2 2ND FLOOR PLAN
a | 1.1.1



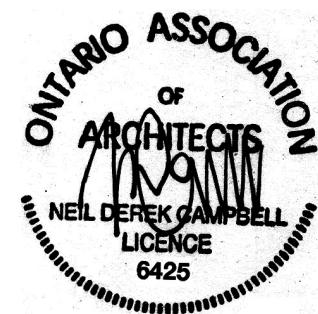
3 ROOF PLAN
a | 1.1.1



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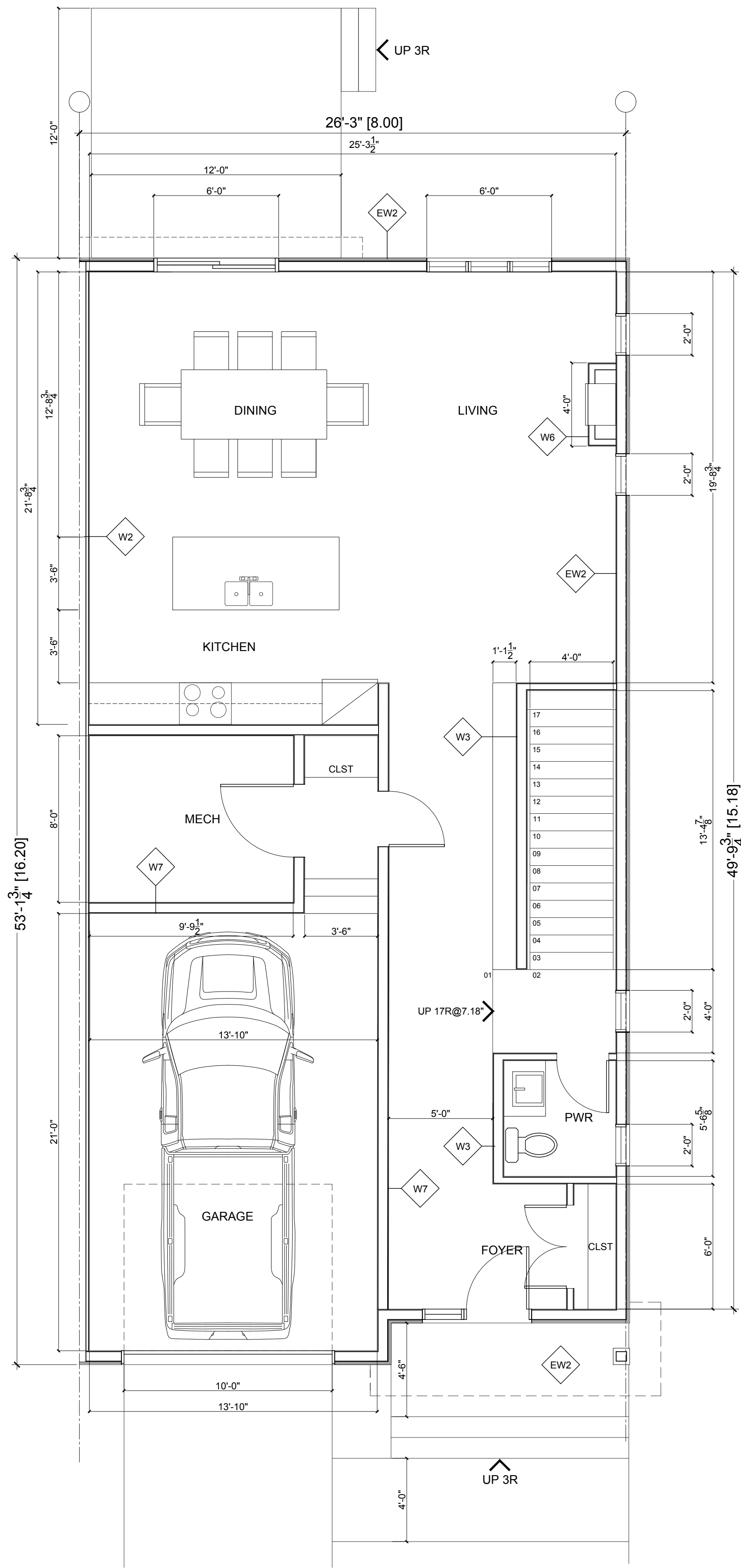
TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
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SCALE 1/4"=1'-0"

FLOOR PLANS
BLDG 1 TYPICAL

a 1.1.1

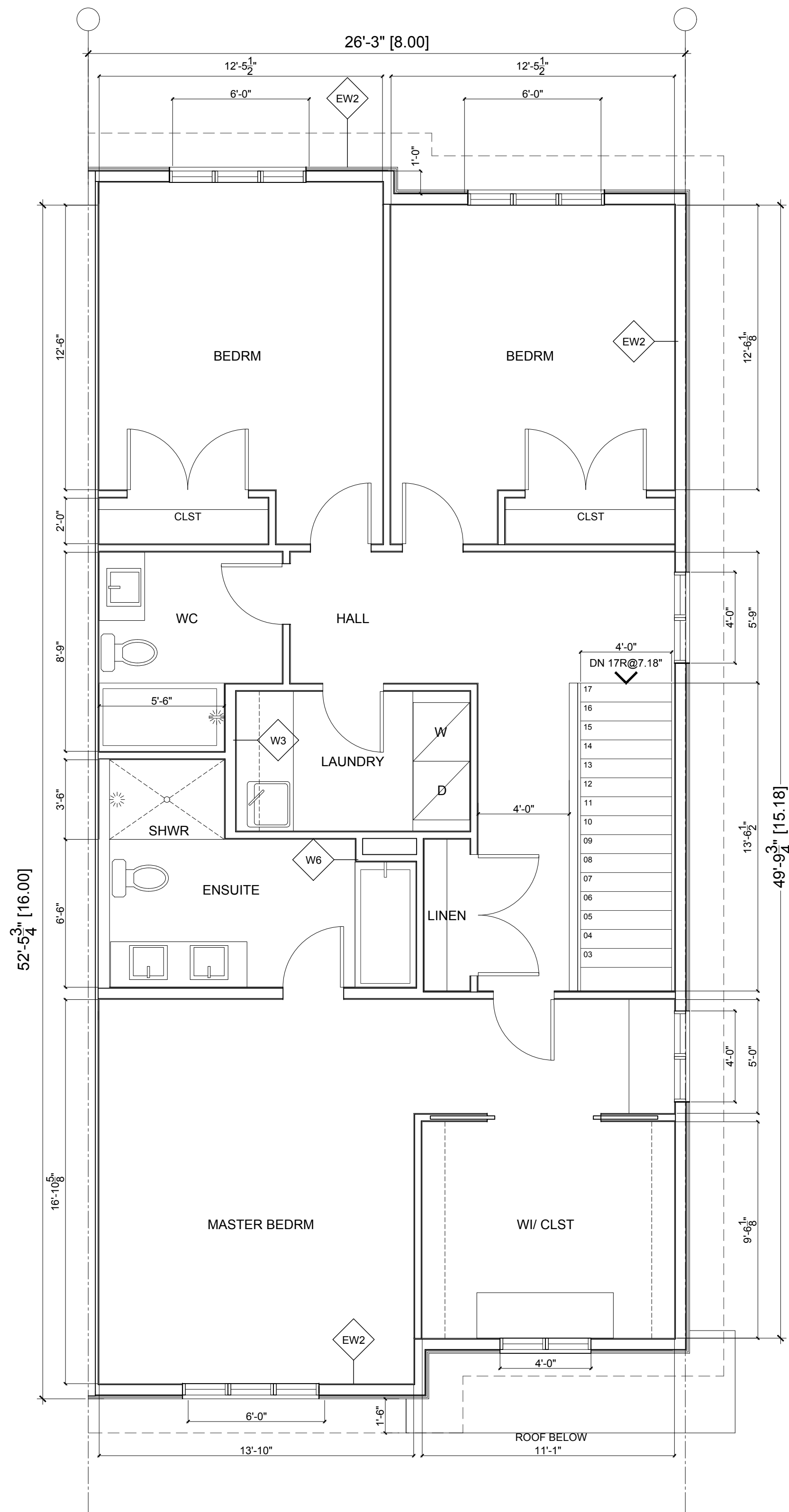


1
a | 1.1.2

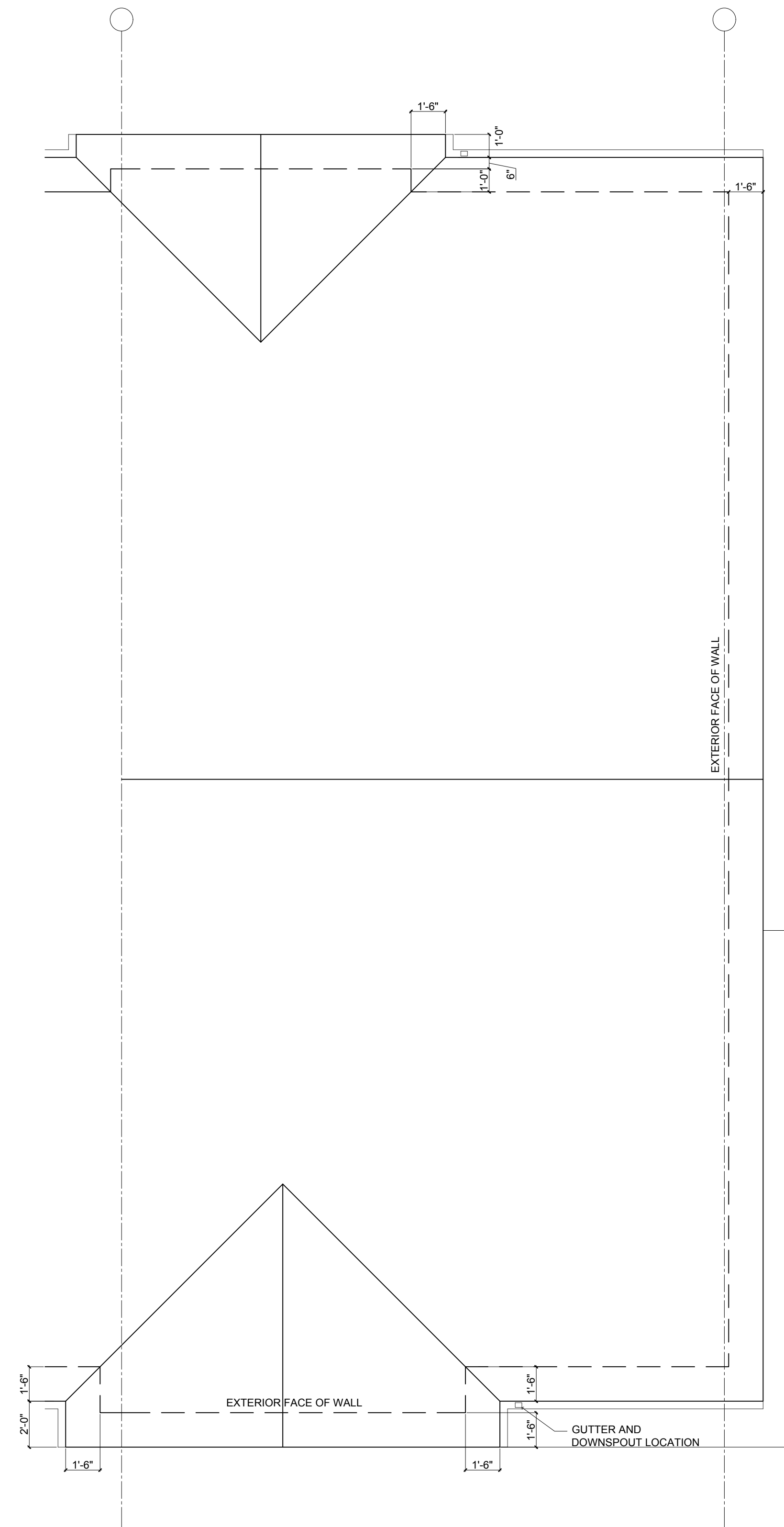
INSULATED
GYPSUM BOARD @
8'-8" ABOVE HOUSE
FINISHED FLOOR

DWELLING UNIT AREA (HABITABLE ROOMS)
TO INTERIOR FACE OF EXTERIOR WALLS
EXCLUDES GARAGE AND MECHANICAL

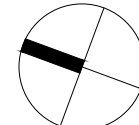
GND FL 850.2 SF / 78.9 m²
2ND FL 1300.1 SF / 120.8 m²
DWELLING UNIT AREA 2150.3 SF / 199.8 m²



2
a | 1.1.2



3
a | 1.1.2



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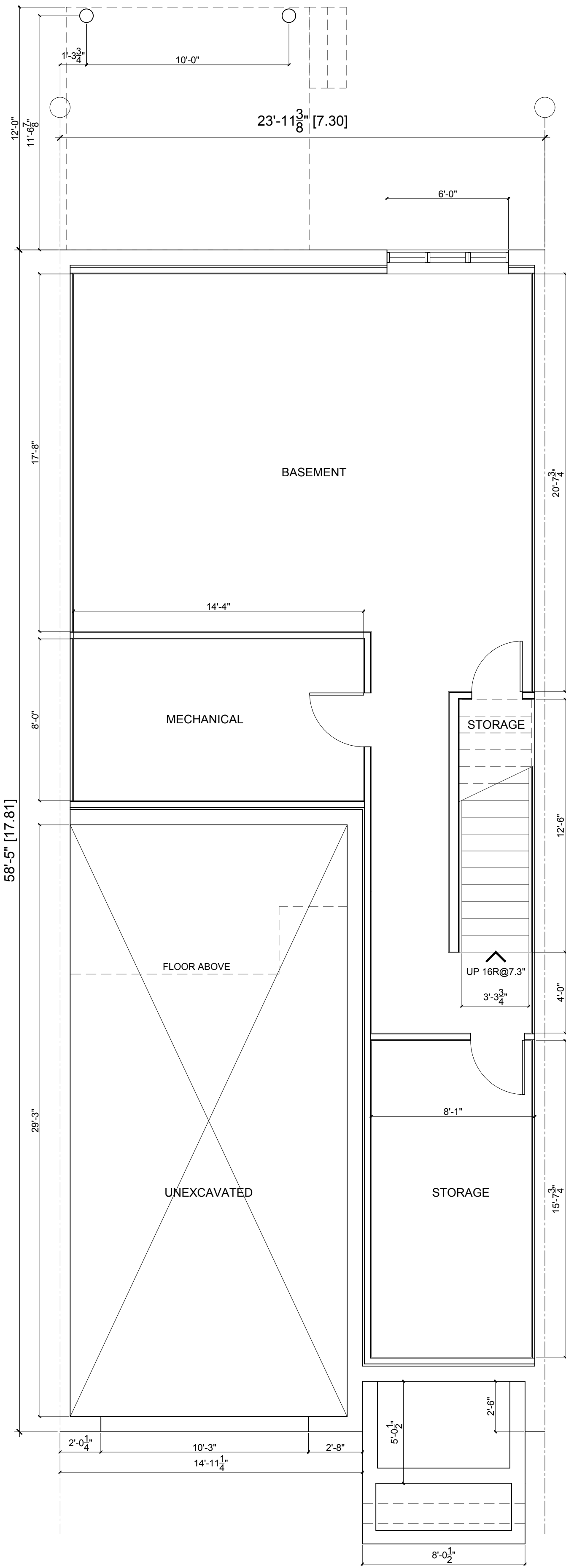
TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

mm/dd/yy	description
1	11/07/23, MV APPLICATION
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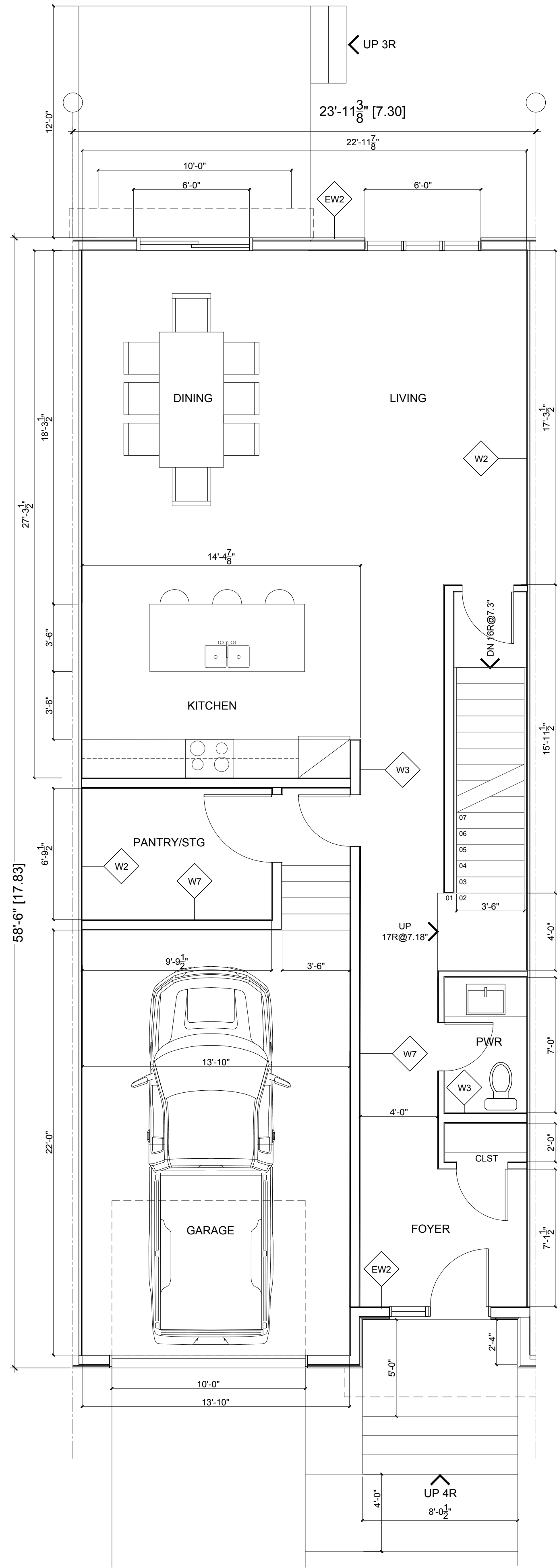
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FLOOR PLANS
BLDG 1 END UNIT

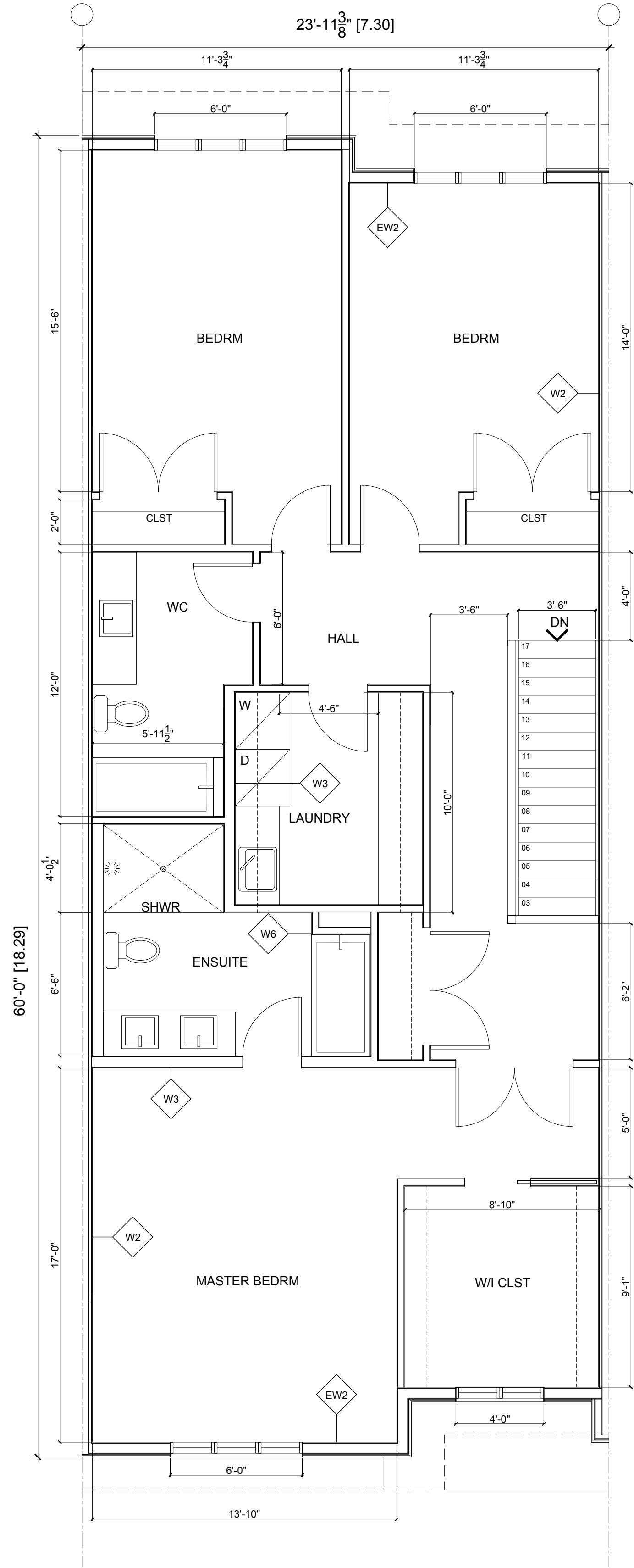
a 1.1.2



1 BASEMENT PLAN
a 1.1.3



2 GRD FLOOR PLAN
a 1.1.3



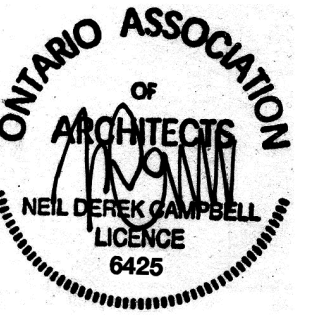
3 2ND FLOOR PLAN
a 1.1.3

DWELLING UNIT AREA (HABITABLE ROOMS)
TO INTERIOR FACE OF EXTERIOR WALLS
EXCLUDES GARAGE AND STORAGE
BASEMENT 503.8 SF / 46.8 m²
GND FL 863.5 SF / 80.2 m²
2ND FL 1308.4 SF / 121.5 m²
DWELLING UNIT AREA 2675.7 SF / 248.6 m²

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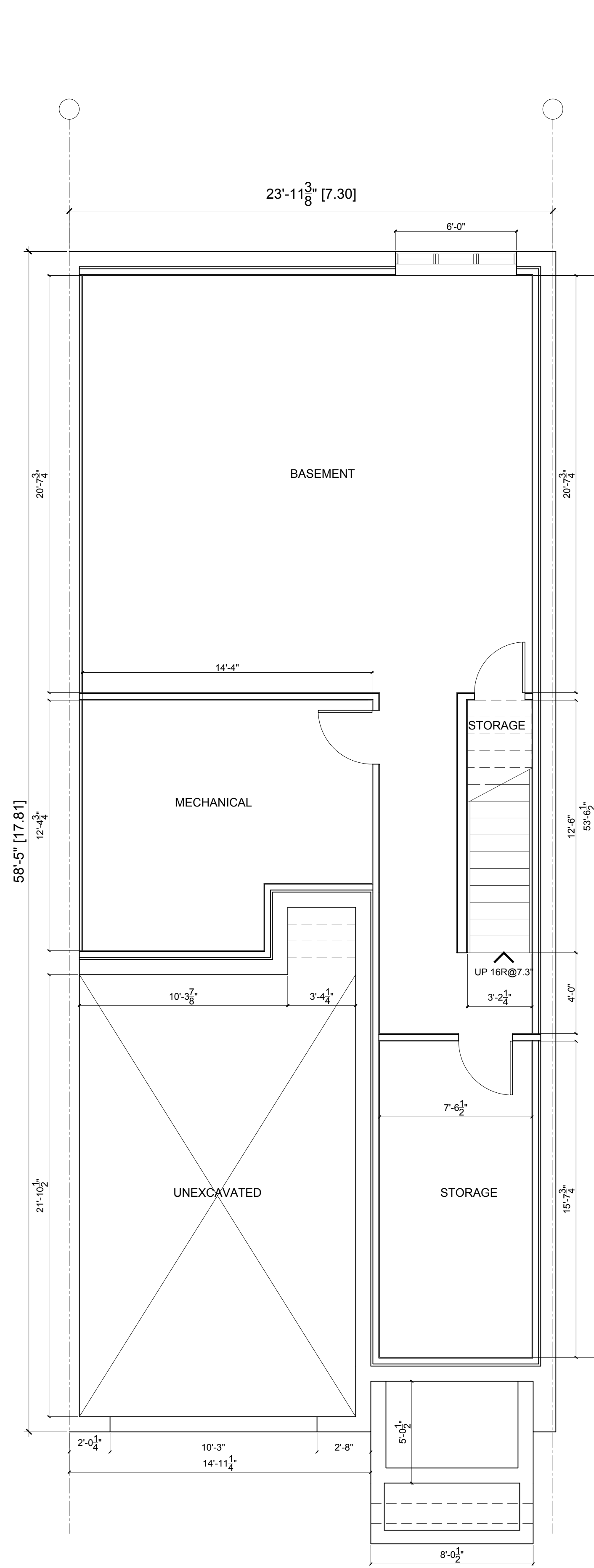
TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
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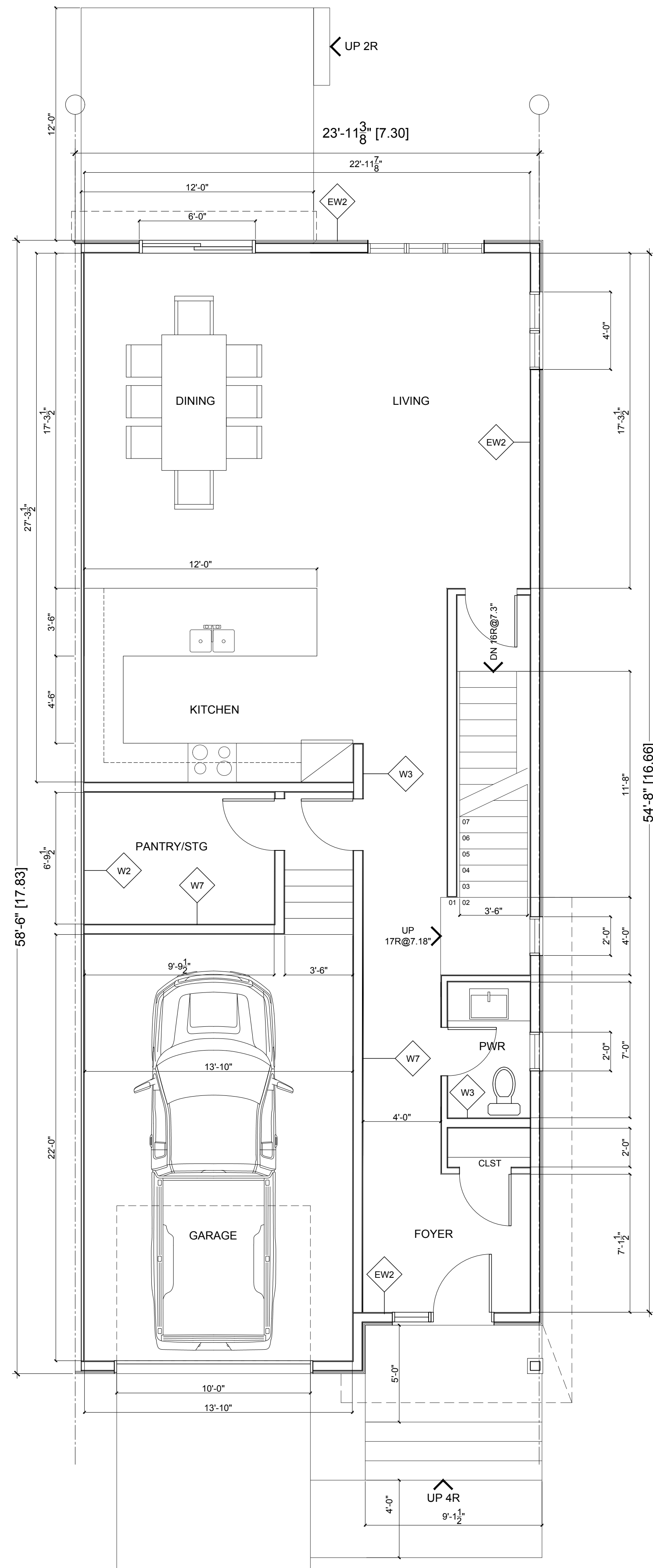
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FLOOR PLANS
BLDG 2A, 2B TYPICAL

a 1.1.3



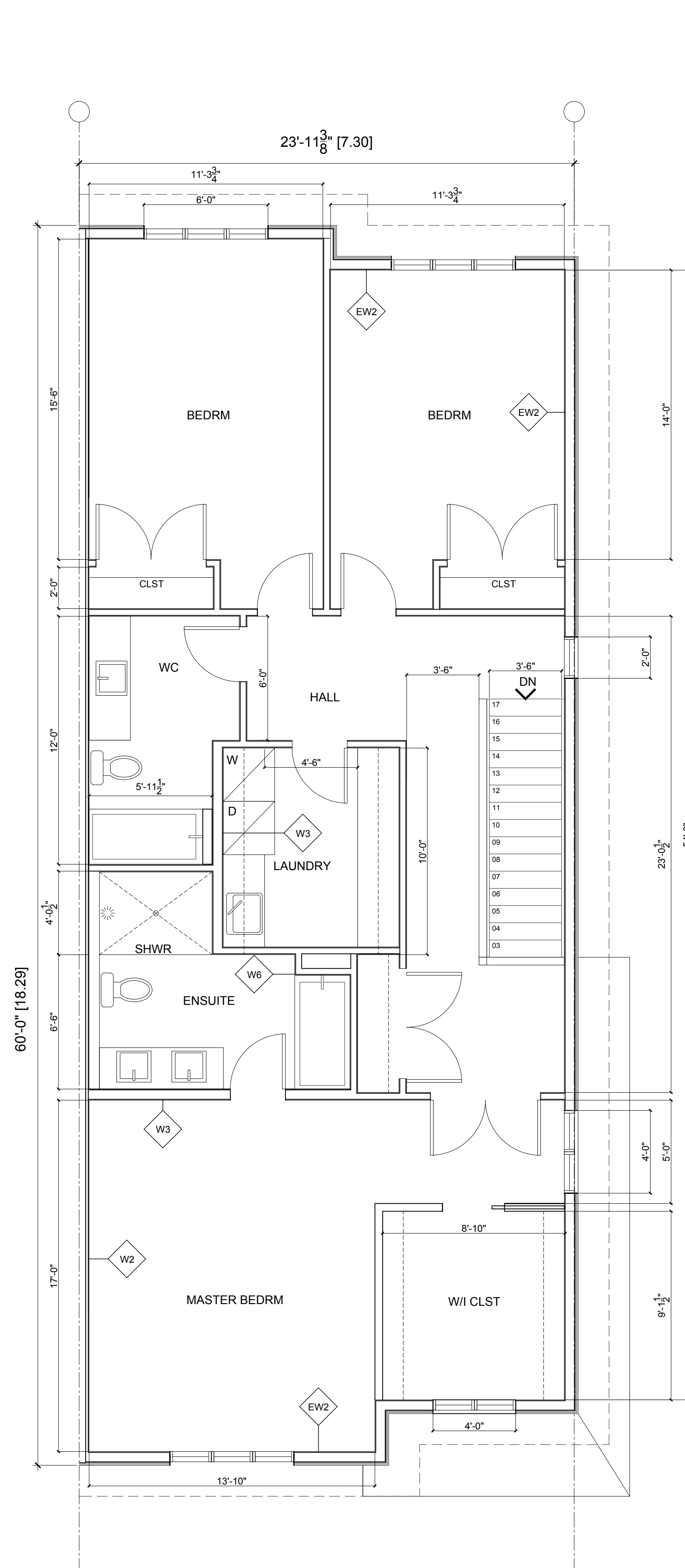
1 BASEMENT PLAN END UNIT
a 1.1.4



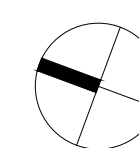
2 GRD FLOOR PLAN END UNIT
a 1.1.4

DWELLING UNIT AREA (HABITABLE ROOMS)
TO INTERIOR FACE OF EXTERIOR WALLS
EXCLUDES GARAGE AND STORAGE

GND FL 863.5 SF / 80.2 m²
2ND FL 1308.4 SF / 121.5 m²
DWELLING UNIT AREA 2171.9 SF / 201.8 m²



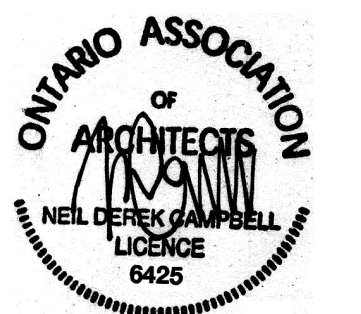
3 2ND FLOOR PLAN END UNIT
a 1.1.4



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TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

mm/dd/yy	description
1	11/07/23, MV APPLICATION
2	
3	
4	
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6	
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9	
10	

SCALE 1/4"=1'-0"

FLOOR PLANS
BLDG 2A, 2B END

a 1.1.4



aside architects inc.
148 Hunter Street W #201
Peterborough, ON K9H2K8
p 705.812.2451



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TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
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SCALE 1/4"=1'-0"

ELEVATIONS
BLDG 1

a 2.1.1



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TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
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SCALE 1/4"=1'-0"

ELEVATIONS
BLDG 2A

a 2.1.2



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TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
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SCALE 1/4"=1'-0"

ELEVATIONS
BLDG 2B

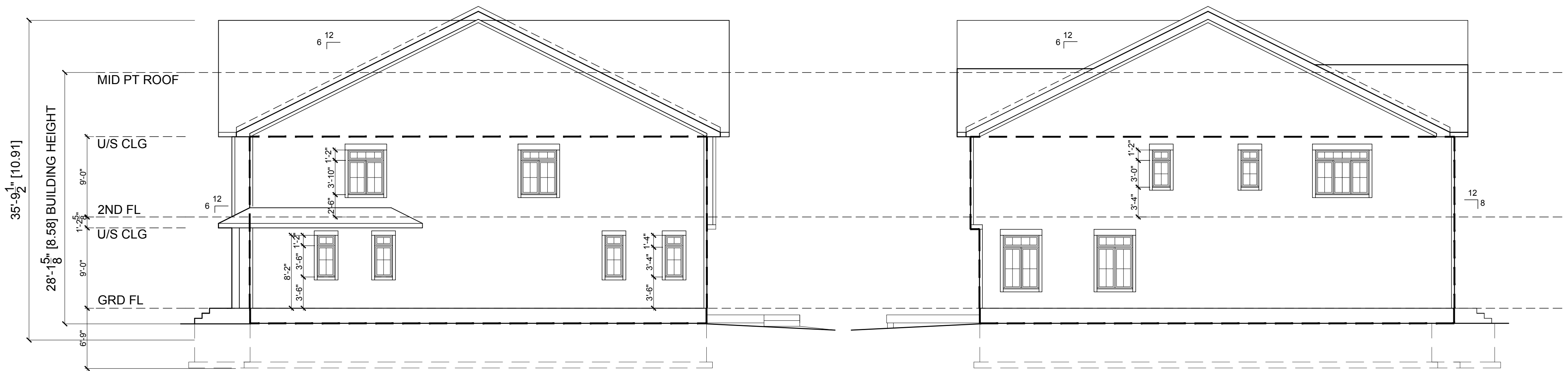
a 2.1.3



1 NORTH ELEVATION
a | 2.2.1 FRONT



2 SOUTH ELEVATION
a | 2.2.1 REAR



3 WEST ELEVATION
a | 2.2.1

AEBF = 1069.2 SF / 99.3 m²
LIMITING DISTANCE 5.8m / 19'-2 3/4"
UPO @ 5.8m 22% INTERPOLATED
ALLOWED 235.2 SF / 21.8 m²
82.6 SF / 7.7 m² PROVIDED 8%

4 EAST ELEVATION
a | 2.2.1

AEBF = 1120.3 SF / 104.1 m²
LIMITING DISTANCE 4.4m / 14'-7 1/8"
UPO @ 4.4m 13.4% INTERPOLATED
ALLOWED 150.1 SF / 13.9 m²
94.6 SF / 8.8 m² PROVIDED 8%

aside architects inc.
148 Hunter Street W #201
Peterborough, ON K9H2K8
p 705.812.2451



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TTT TOWNHOUSES
238 QUEEN ST.
LAKEFIELD, ON

	mm/dd/yy	description
1	11/07/23	MV APPLICATION
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SCALE 1/8"=1'-0"

ELEVATIONS
BLDG 1

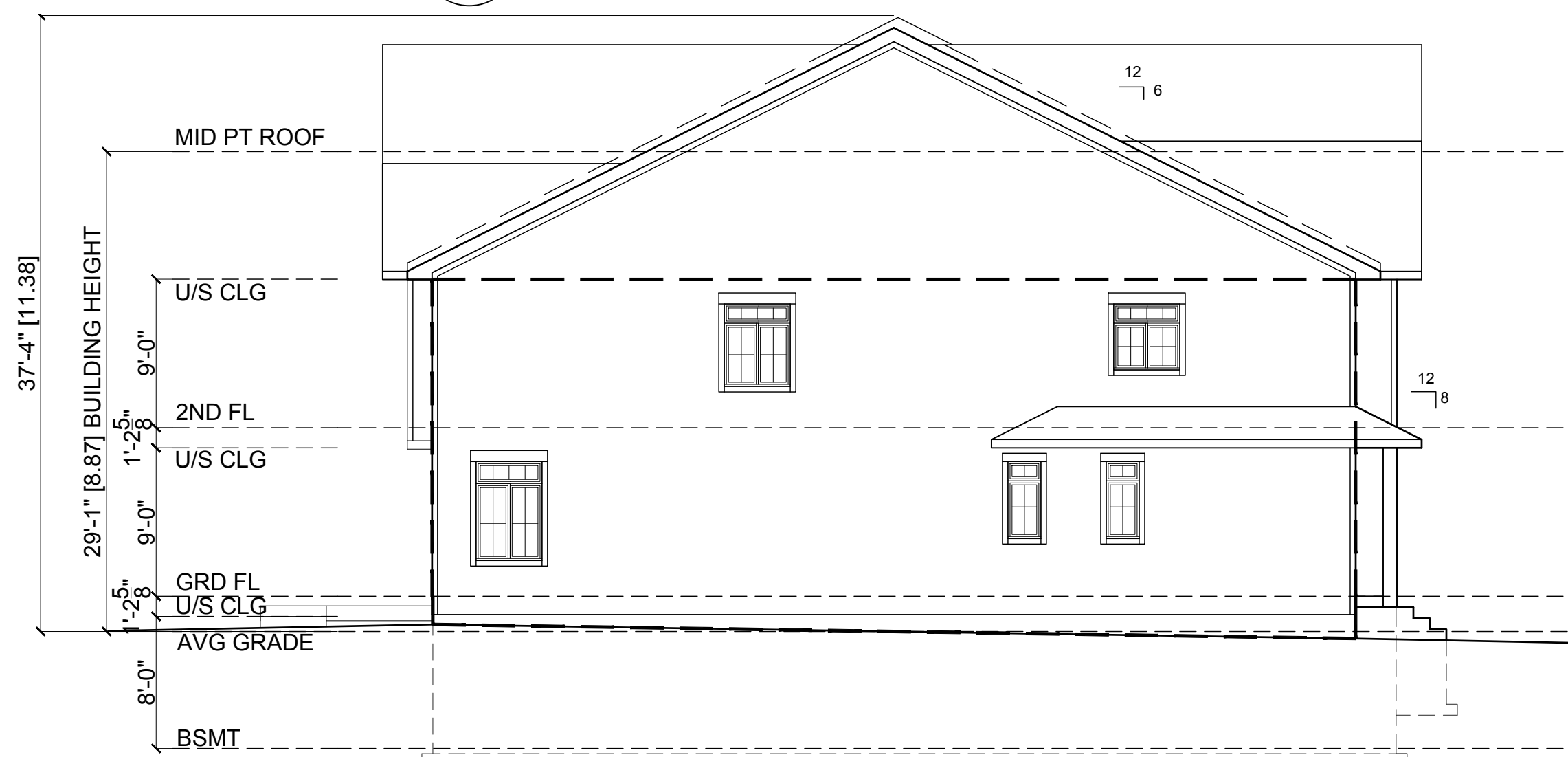
a | 2.2.1



1 WEST ELEVATION
a | 2.2.2 FRONT

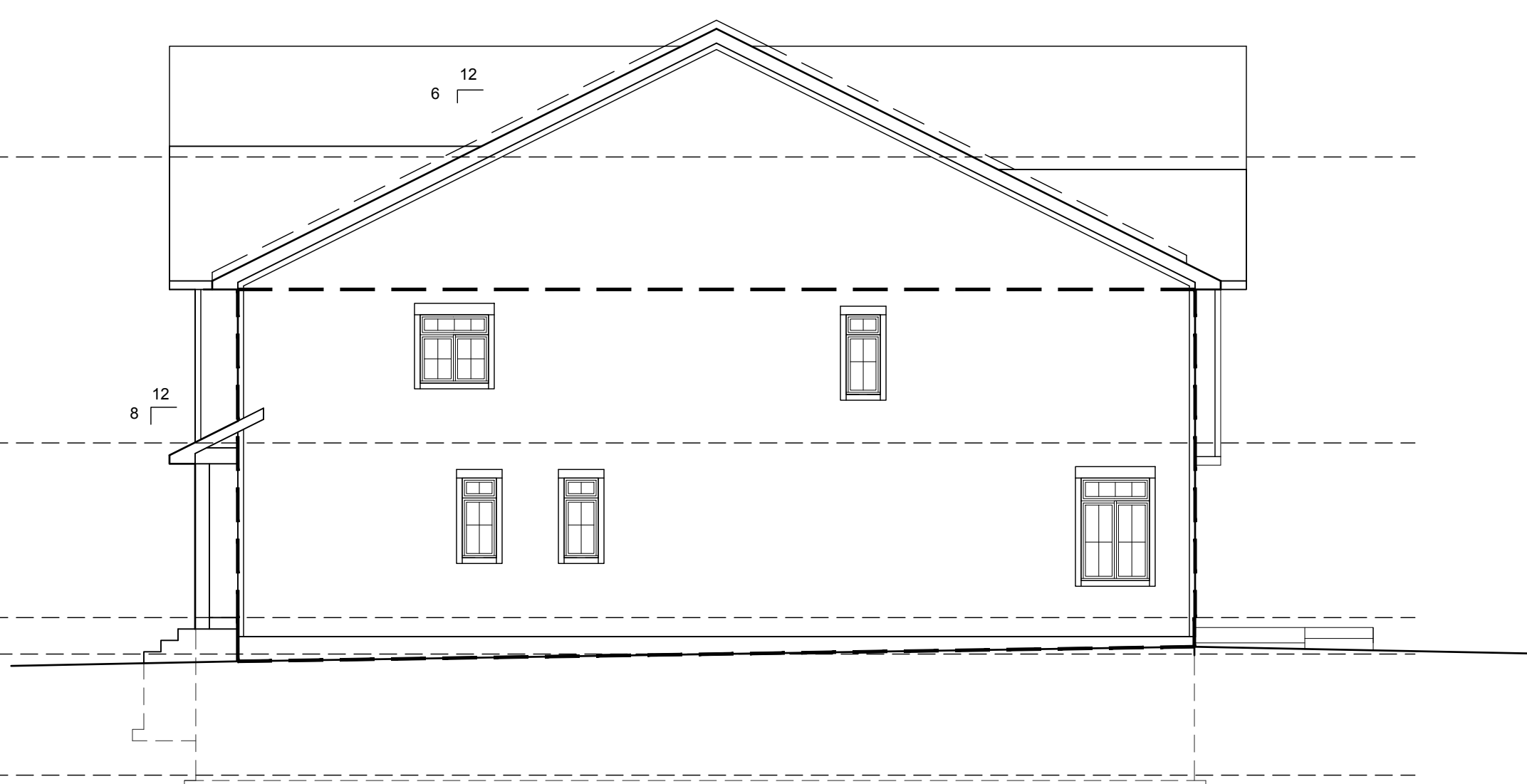


2 EAST ELEVATION
a | 2.2.2 REAR



3 NORTH ELEVATION
a | 2.2.2

AEBF = 1194.4 SF / 111.0 m²
LIMITING DISTANCE 2.4m / 8'-1 1/2"
UPO @ 2.4m 8.8% INTERPOLATED
ALLOWED 105.1 SF / 9.8 m²
PROVIDED 78.7 SF / 7.3 m²



4 SOUTH ELEVATION
a | 2.2.2

AEBF = 1194.4 SF / 111.0 m²
LIMITING DISTANCE 1.3m / 4'-4 3/4"
UPO @ 1.3m 7%
ALLOWED 83.6 SF / 7.8 m²
PROVIDED 68.0 SF / 6.3 m²

aside architects inc.
148 Hunter Street W #201
Peterborough, ON K9H2K8
p 705.812.2451



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SCALE 1/8"=1'-0"

ELEVATIONS
BLDG 2A

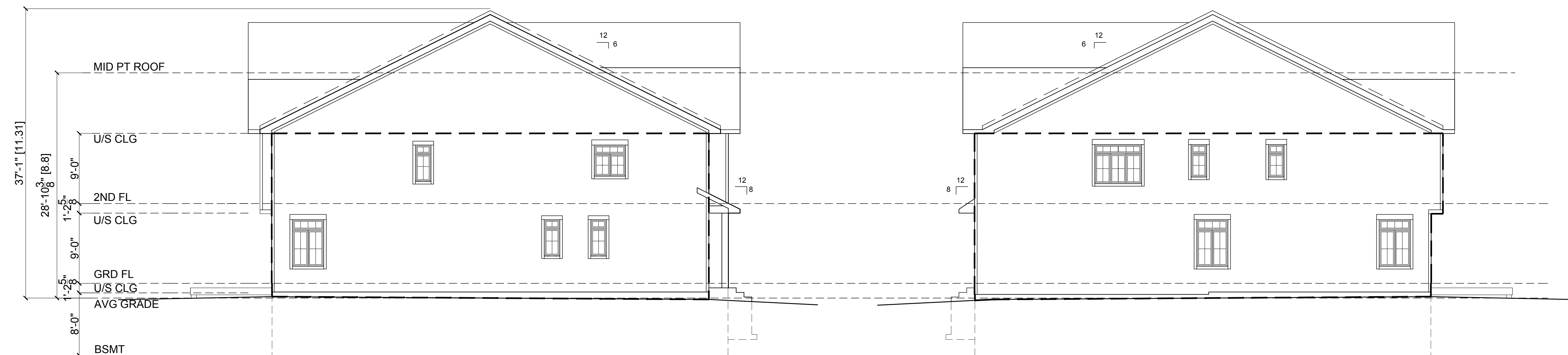
a 2.2.2



1 WEST ELEVATION
a | 2.2.3 FRONT



2 EAST ELEVATION
a | 2.2.3 REAR



3 NORTH ELEVATION
a | 2.2.3

AEBF = 1181.8 SF / 109.8 m²
LIMITING DISTANCE 1.3m / 4'-4 3/4"
UPO @ 1.3m 7%
ALLOWED 82.7 SF / 7.7 m²
PROVIDED 78.7 SF / 7.3 m²

4 SOUTH ELEVATION
a | 2.2.3

AEBF = 1250.6 SF / 116.2 m²
LIMITING DISTANCE 2.9m / 9'-9 1/4"
UPO @ 2.9m 9.8% INTERPOLATED
ALLOWED 122.6 SF / 11.4 m²
PROVIDED 68.0 SF / 6.3 m²

aside architects inc.
148 Hunter Street W #201
Peterborough, ON K9H2K8
p 705.812.2451



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SCALE 1/8"=1'-0"

ELEVATIONS
BLDG 2B

a 2.2.3



COUNTY OF PETERBOROUGH
MUNICIPAL APPRAISAL FORM

APPLICANT: Michael & Rebecca Zufelt

FILE B – 100-23

LOT: 1, CON.: 3 MUNICIPAL WARD: Dummer

911 address: 20 Fourth Line Road-S-Dummer, Roll #: 1522-020-001-01900, Island # or other: _____

APPLICATION FOR: Creation of a new lot - Residential

RECOMMENDATION:

Application **conforms** to the Official Plan. Severed parcel **conforms** to the Zoning By-Law. Retained parcel **conforms** to the Zoning By-Law. The Township **recommends** this application. If the application is approved, the following conditions are requested:

1. ☒ **\$1250** Cash-in-lieu of parkland fee be paid to the Municipality.
 2. ☒ A 3-metre strip of frontage from the severed parcel be deeded to the Township for road widening purposes. Cost to be incurred by the applicant.
 3. ☒ A test hole for the septic system be inspected to ensure a septic system would be viable – the fee of \$150 has been paid. The applicant is responsible for the digging of the test holes.
 4. ☐ _____
 5. ☐ _____
- Comments: _____

OFFICIAL PLAN:

Application **conforms** to the Township Official Plan policies, Section(s) **6.2.2.2, 6.2.2.3 (d), 6.2.2.5 (a), (d) & (e), 6.1.1 and 7.12.**

Severed Parcel:

- a) Proposed Use: Residential.
- b) Land Use Designation(s): Rural.
- c) The proposed use **is** a permitted one.
- d) Special policies affecting the severed parcel (i.e. OPA): _____.

Retained Parcel(s):

- a) Proposed Use: Agricultural.
- b) Land Use Designation(s): Rural.
- c) The proposed use **is** a permitted one.
- d) Special policies affecting the retained parcel (i.e. OPA): _____.

ZONING BY-LAW:

Severed Parcel:

- a) The severed parcel **conforms** to the Township Zoning By-Law provisions, Section(s) **9.1.5, 9.2.4 (a) & (b).**
- b) ☒ A rezoning **is not** required for the severed parcel.
- c) ☒ A minor variance **is not** required for the severed parcel.
- d) The existing zoning of the severed parcel is: Rural (RU).
- e) The recommended zoning of the severed parcel would be: _____.

Retained Parcel(s):

- a) The retained parcel **conforms** to the Township Zoning By-Law provisions, Section(s) **3.27 (b), 9.1.1, 9.2.1 (a) & (b), 19.1.1.**
- b) ☒ A rezoning **is not** required for the retained parcel.
- c) ☒ A minor variance **is not** required for the retained parcel.
- d) The existing zoning of the retained parcel is: Rural (RU) & Environmental Conservation (EC).
- e) The recommended zoning of the retained parcel would be: _____.

General:

- a) If the severed and/or retained parcel(s) do not conform to the Zoning By-Law, Council **supports** a rezoning and/or minor variance.

Completed By: Christina Coulter

Date: November 21, 2022

Amended Date: _____

Minutes County Council - Regular Meeting



9:30 AM - Wednesday, November 1, 2023

Electronic Participation

The meeting was held hybrid (in-person and electronic) and was streamed live on the County of Peterborough's YouTube channel ([Part 1](#), [Part 2](#) and [Part 3](#)).

Present: Warden Bonnie Clark, Deputy Warden Sherry Senis, Councillor Carolyn Amyotte, Councillor Carol Armstrong, Councillor Ron Black, Councillor Lori Burt, Councillor Matthew Graham, Councillor Ryan Huntley, Councillor Terry Lamshead, Councillor Jim Martin, Councillor Harold Nelson, Councillor Joe Taylor, Councillor Heather Watson, Councillor Hart Webb, Councillor Jim Whelan, and Councillor Pat Wilford

Regrets:

Staff Present: Chief Administrative Officer Sheridan Graham; Senior Director of Emergency & Shared Services/Chief of Paramedics/Deputy CAO Randy Mellow; Chief Information Officer/Chief Financial Officer and Senior Director of Corporate Services Jennifer Stover; Director of Strategic Services Lynn Fawn; Director of Human Resources Mary Spence; Senior Director of Planning and Public Works Bryan Weir; Director of Legislative Services/Clerk Kari Stevenson; Director of Planning Iain Mudd; Deputy Chief of Operations Patricia Bromfield; Manager of Finance/Deputy Treasurer Michelle Fisher; Deputy Chief of Community Programming and Emergency Management Craig Jones; Manager of Communications and Strategic Initiatives Tracie Bertrand; Manager of Purchasing Kim Squires; Manager of Capital Projects Peter Nielsen; General Manager of Public Works Operations Bill Linnen; Physician Recruiter Lori Richey;

Guests: Inspector - Detachment Commander Chris Galeazza, Ontario Provincial Police

1. Call To Order

Warden Clark called the meeting to order at 9:30 a.m.

2. Land Acknowledgement

The Warden recited the Land Acknowledgement.

3. Moment of Silent Reflection/Silence

4. Adoption of Addendum Agenda

Resolution No. 211-2023

Moved by Councillor Lambshead

Seconded by Councillor Amyotte

That the addendum agenda be adopted as circulated.

Carried

5. Disclosure of Interest

There were no disclosures of interest.

6. Adoption of Minutes

Resolution No. 212-2023

Moved by Councillor Nelson

Seconded by Councillor Black

That the minutes of the Regular Council meeting of October 18, 2023 be adopted as circulated.

Carried

7. Delegations and Presentations

- a. **Sheridan Graham, CAO, Deputy Clerk, Deputy Treasurer**
Re: Employee Introduction - Lori Richey, Physician Recruiter

Sheridan Graham, CAO, introduced Lori Richey, Peterborough County's new Physician Recruiter.

- b. **Rhonda Keenan, President & CEO, Peterborough Kawartha Economic Development**
Re: 2023 Third Quarter

Resolution No. 213-2023

Moved by Deputy Warden Senis

Seconded by Councillor Huntley

That the presentation from Rhonda Keenan, President & CEO, Peterborough Kawartha Economic Development (PKED) regarding 2023 Third Quarter be received.

Carried

- c. **Jonathan Bennett, Chair, Peterborough Community Health Centre**
Re: Community Health Centre: The investment needed in Peterborough

Resolution No. 214-2023

Moved by Deputy Warden Senis
Seconded by Councillor Burt

That the presentation from Jonathan Bennett, Chair, Peterborough Community Health Centre regarding Community Health Centre: The investment needed in Peterborough, be received; and,

That Peterborough County Council fully supports Peterborough Community Health Centre's application for a Community Health Centre to ease the impacts on the community, the Emergency Room volume, ambulance call volumes for non-emergency calls, the wait times for health care, and to provide more medical care to the community and the members that do not have a family doctor; and

That this motion be sent to the local MPPs.

Carried

8. Consent Items

Note: All matters listed under Consent Items are considered to be routine, housekeeping, information or non-controversial in nature and to facilitate Council's consideration can be approved by one motion.

a. Staff Reports

Sheridan Graham, CAO, Deputy Clerk, Deputy Treasurer

Re: CAO 2023-22 Crowe Bridge (B099050) - Boundary Bridge Amending Agreement between the Township of Marmora and Lake and the County of Peterborough

b. Staff Reports

Sheridan Graham, CAO, Deputy Clerk, Deputy Treasurer

Re: CAO 2023-23 ROMA Delegations

c. Staff Reports

Jennifer Stover, CFO/CIO

Re: FI-6 Investment Policy Approval

d. Staff Reports

Jennifer Stover, CFO/CIO

Re: FI-27 Reserve and Reserve Fund Policy Approval

e. Staff Reports

Kim Squires, Manager of Purchasing

Bill Linnen, General Manager, Public Works Operations

Re: FIN 2023-30 Award of Vehicles and Equipment for Public Works

f. Staff Reports

Iain Mudd, Director of Planning

Re: PPW 2023-24 Official Plan Amendment No. 71 - Part of Lot 26, Concession 7, Lakefield Ward, Township of Selwyn

g. Staff Reports

Iain Mudd, Director of Planning
Re: PPW 2023-25 Official Plan Amendment No. 55 - Hubble

h. Staff Reports

Iain Mudd, Director of Planning
Re: PPW 2023-26 Official Plan Amendment No. 70 - Clancy

i. Staff Reports

Bill Linnen, General Manager, Public Works Operations
Re: PPW 2023-27 Trent Lakes Maintenance Agreement

j. Correspondence Report

Re: CPS 2023-31 Correspondence

k. Liaison Reports from External Committees, Boards and Agencies

Peterborough Public Health - Board of Health
Re: Summary of October 11, 2023 Meeting

l. Liaison Reports from External Committees, Boards and Agencies

Fairhaven Committee of Management
Re: Minutes of September 13, 2023

Items 8. a. and e. were pulled from the Consent Items to be dealt with separately.

Resolution No. 215-2023

Moved by Councillor Webb
Seconded by Councillor Nelson

That Report CAO 2023-22 Crowe Bridge (B099050) - Boundary Bridge Amending Agreement between the Township of Marmora and Lake and the County of Peterborough be received; and,

That a by-law be passed to authorize the County of Peterborough to enter into an Amending Agreement with the Township of Marmora and Lake for capital rehabilitation of the Crowe Bridge (B099050) located on Vansickle Road, whereby the County of Peterborough will front-end 100% of rehabilitation costs and the Township will reimburse the County through ten (10) equal annual installments for a 50% share of actual costs plus annual interest of 4.72%.

Carried

Resolution No. 216-2023

Moved by Councillor Lambshead
Seconded by Councillor Nelson

That Report FIN 2023-30 Award of Vehicles and Equipment for Public Works, concerning the Award of Tender No. T-18-2023 – Supply and Delivery of Two (2) New 62,000lb GVWR Cab and Chassis Trucks with Set Forward Axle, One-Way Front Plow, Wing and All-Season Combination Dump Body/Spreader, Award of Tender No. T-25-2023 – Supply and Delivery of One (1) New Four-

Wheel Drive, Rubber Tire Backhoe and the Award of Tender No. T-26-2023 – Supply and Delivery of Vehicles for Public Works be received;

That Tender No. T-18-2023 be awarded to Winslow-Gerolamy Motors Limited in the amount of \$889,327.40 including 13% H.S.T. (\$800,866.87 net of refundable H.S.T.);

That Tender No. T-25-2023 be awarded to Brandt Tractor Ltd. in the amount of \$281,652.50 including 13% H.S.T. (\$253,636.80 net of refundable H.S.T.);

That Tender No. T-26-2023 be awarded to Blue Mountain Chrysler LTD in the amount of \$787,738.82 including 13% H.S.T. (\$709,383.21 net of refundable H.S.T.);

That \$240,785 be transferred from the equipment reserve to fund the Roads Capital Equipment budget shortfall.

Carried

Resolution No. 217-2023

Moved by Councillor Amyotte
Seconded by Councillor Martin

That Report CAO 2023-23 ROMA Delegations be received; and,

That staff be directed to seek delegations at ROMA with the Ministry of Health; and,

That FI-6 Investment Policy, presented to Council on October 18, 2023 in Report FIN 2023-24, be approved; and,

That FI-27 Reserve and Reserve Fund Policy, presented to Council on October 18, 2023 in Report FIN 2023-28, be approved; and,

That Report PPW 2023-24, Official Plan Amendment Application, County File No. 15OP-22003, be received;

That Official Plan Amendment Application, County File No. 15OP-22003 being OPA No. 71 be approved and adopted by by-law;

That the required Notice of Decision be circulated in accordance with the provisions of the Planning Act; and

That the Director of Planning be authorized to sign the approval certificate at the conclusion of the appeal period if no appeals are received; and,

That Report PPW 2023-25, Official Plan Amendment No. 55 - Hubble, be received;

That Official Plan Amendment No. 55, County File No. 15OP-19004 be approved as modified by the Township and adopted by by-law;

That the required Notice of Decision be circulated in accordance with the provisions of the Planning Act; and

That the Director of Planning be authorized to sign the approval certificate at the conclusion of the appeal period if no appeals are received; and,

That Report PPW 2023-26, Official Plan Amendment No. 70 - Clancy, be received;

That Official Plan Amendment No. 70, County File No. 15OP-21010 be approved and adopted by by-law;

That the required Notice of Decision be circulated in accordance with the provisions of the Planning Act; and

That the Director of Planning be authorized to sign the approval certificate at the conclusion of the appeal period if no appeals are received; and,

That Report PPW 2023-27, Trent Lakes Road Maintenance Services Agreement be received;

That the agreement between the County of Peterborough and the Municipality of Trent Lakes for winter road maintenance services, attached as Attachment 1 to Report PPW 2023-27, be approved; and

That the Warden and Clerk be authorized to execute any documents and agreements required by the approval of this agreement; and,

That Report CPS 2023-31 Correspondence be received; and,

That the summary of Peterborough Public Health - Board of Health meeting on October 11, 2023 be received; and,

That the minutes of Fairhaven Committee of Management meeting on September 13, 2023 be received.

Carried

9. Staff Reports - Direction

10. Notices of Motion

11. Announcements

Councillor Armstrong advised that the Municipality of Trent Lakes staff will be carrying out a sign removal event during the week of November 6-10, 2023. All unpermitted advertising signs will be removed.

Councillor Webb announced that today at 4:30 p.m. the Grand Opening of the Mathison Conservation Area Trail will be held in Havelock behind the Community Centre.

Council recessed from 11:06 a.m. until 11:14 a.m.

12. Closed Session

Under the authority of the Municipal Act, 2001, S.O. 2001, c. 25, S. 239(2) to consider:

(c) a proposed or pending acquisition or disposition of land by the municipality or local board (County property);

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (County position in negotiations).

Resolution No. 218-2023

Moved by Councillor Taylor
Seconded by Councillor Wilford

That Council move into Closed Session at 11:15 a.m. under Section 239 (2) (c) and (k) of the Municipal Act, 2001.

Carried

13. Rise from Closed Session

Resolution No. 219-2023

Moved by Councillor Wilford
Seconded by Councillor Nelson

That Council rise from closed session at 12:27 p.m.

Carried

14. Matters Arising from Closed Session

Resolution No. 220-2023

Moved by Councillor Huntley
Seconded by Councillor Watson

That the minutes of the Closed Session dated October 18, 2023 be adopted.

Carried

Resolution No. 221-2023

Moved by Deputy Warden Senis
Seconded by Councillor Wilford

That staff be authorized to proceed as directed regarding Report CAO 2023-21
- Closed Session report.

Carried

15. By-laws

- a. By-law No. 2023-41 being, "A by-law to adopt County of Peterborough Official Plan Amendment No. 71, File No. 15OP-22003, Part of Lot 26 and 27, Concession 7, Lakefield Ward, Township of Selwyn"
- b. By-law No. 2023-42 being, "A by-law to adopt County of Peterborough Official Plan Amendment No. 55, File No. 15OP-19004, Part Lot 9, Concession WCR, Smith Ward, Township of Selwyn"
- c. By-law No. 2023-43 being, "A by-law to adopt County of Peterborough Official Plan Amendment No. 70, File No. 15OP-21010, Part Lots 2 and 3, Concession 10, Township of Douro-Dummer, known municipally as 162 County Road 4"
- d. By-law No. 2023-44 being, "A by-law to appoint signing authorities"

Resolution No. 222-2023

Moved by Councillor Huntley
Seconded by Councillor Nelson

That By-law Nos. 2023-41, 2023-42, 2023-43, and 2023-44 be read and passed and that these by-laws shall be signed by the Warden and Clerk and sealed with the Seal of the Corporation.

Carried

16. Confirming By-law

Resolution No. 223-2023

Moved by Councillor Taylor
Seconded by Councillor Amyotte

That the confirming by-law to adopt, ratify, and confirm the actions of Council at today's meeting in respect to each report, motion, resolution or other action passed and taken by Council be adopted.

Carried

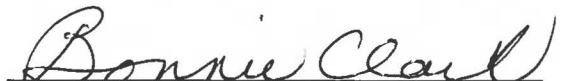
17. Adjournment

Resolution No. 224-2023

Moved by Councillor Martin
Seconded by Councillor Burtt

That the Council meeting adjourn at 12:29 p.m.

Carried


Warden, Bonnie Clark


Clerk, Kari Stevenson

Delegation to Council Request

If you would like to attend as a delegation before Council for the Township of Douro-Dummer or the Committee of the Whole, you must complete this form and submit it to the Municipal Office. Please note that the deadline for delegation requests is 12-noon, on the Tuesday prior to the meeting date (seven days before the meeting date).

A copy of any presentation or supporting materials is also required to be submitted at 12-noon, on the Tuesday prior to the meeting date. The only formats accepted are as follows: PFD, PowerPoint, Word, Excel or Jpeg.

Please note that as per Procedural By-law 2022-21, as amended, only three Delegations shall be scheduled for each meeting. The time limit of 10 minutes shall be strictly enforced.

Name of Individual(s) *

Ray Johnston

Name of Organization:

The Warsaw and District Lions Club


Please Provide an Email Address:

Please provide a phone number:

Nature of delegation request: *

To Waive Municipal Town Hall Rental Fee
Re: The Warsaw Lions Annual Xmas Dinner December 12th 2023

Please upload any additional information you wish to submit.

File Name	
	Lions Request for use of Town Hall - 2023.pdf 78.9 KB

Please provide a signature *

For the purposes of the Freedom of Information and Protection of Privacy Act, by submitting this form, I/we authorize and consent to the use by, or the disclosure, to any person or public body or publishing on the Municipal website any information that is contained in this submission and recognize that my/our name may become part of the public record.

Thank You

Change the text for this message.



The Warsaw and District Lions Club
P. O. Box 137
Warsaw, ON. K0L 3A0

November 16, 2023

The Township of Douro-Dummer
Attn: Municipal Council

894 South Street, P.O. Box 92,
Warsaw, Ontario, K0L 3A0

Request: To Waive Municipal Town Hall Rental Fee
Re: The Warsaw Lions Annual Xmas Dinner December 12th 2023

This annual event has taken place at the hall for a number of years and in the past been available to us at no charge as a courtesy by the municipal office in appreciation of our service to the community.

The dinner not only allows us an opportunity to thank the members and their spouses for their individual contributions over the year but also acknowledge certain volunteers who have also contributed their time and efforts towards making the club a viable part of the community.

Now, having been informed officially by Mayor Watson that there is a format in place for this request the club asks that the waving of the fee may still be allowed.

Whatever decision made by Council the club of course will respect.

Thank you for your consideration.

Respectfully,

On behalf of the club:

Barry Blight – Treasurer - [REDACTED]

Township of Douro-Dummer

Report and Capital Project Status

- Directed by Council and/or CAO
- Directed by the Province/legislation
- Directed by an Agency
- New items and updates are highlighted in Yellow

Report Status

Department	Date Requested	Directed By	Resolution/Direction	Est. Report Date
CAO and Clerk	April 11, 2023	COW	Report to Council re ORV use in Township	Complete Will be on next COW agenda
Clerk	February 14, 2023	Council	Review of Records Retention By-law	Winter 2024
Corporate	May 3, 2022	Council	Future Gravel Resources	Winter 2023/2024
Finance/Clerk	February 21, 2023	Council	Policy/Program for Community Grants	December 5, 2023
Finance/Clerk	February 21, 2023	Council	Policy to allow for multi-year budgets	Fall 2023
Planning	June 7, 2022	Council/Province	Bill 109 – Update to Site Plan Control By-law, Create Pre-Consultation By-law, ensure the language in Official Plan allows for Peer Review and for complete Application	Changes pending release of final provincial regulations

Public Works/CAO	March 7, 2023	Council	Indacom Drive Lot 3	Deferred Pending Budget
Corporate	September 5, 2023	Council	Buildings Naming Rights and Memorials Policy	Winter 2024
Building and By-law Enforcement	October 10, 2023	Council	Updated Sign By-law	Complete

Capital Project Status

Department	Capital Project List	Status
Fire	Douro Station Reconfiguration	Ongoing
Fire	Resurfacing of the parking lot at Fire Station 2	Regrading and Gravel Application are complete.
Fire	Station 2 Pumper	Completed
Fire	Fans for the Trucks	Completed
Fire	Paging Infrastructure Fees	Fall/Winter 2023
Fire	Bunker Gear	Completed
Fire	Master Fire Plan & Community Risk Assessment	Due 2024
General Government	Demolition of Old House at Fifth Line	Barn removed – August 2022 Tender for house demolition and clean up – In Progress
General Government	New Sloped Roof - Town Hall	Under Investigation
General Government	Asset Management Plan	Ongoing

General Government	Computer Modernization	Ongoing
General Government	Finance Modernization	In progress – will continue into 2023 - New Payroll Module in place – Jan 2023
General Government	Municipal Office Front Door Replacement	Complete
General Government	Pay Equity Review	Complete
General Government	Development Charge Study	Late Fall 2023
General Government	Strategic Plan	January 2024
General Government	Marriage License and Civil Marriage Ceremonies	Complete – Now working on internal procedures and for new staff to be in place
General Government	Public Conduct Policy and Procedure	Complete
Parks and Recreation	Parks and Rec Master Plan – Implementation	On hold due to Covid-19
Parks and Recreation	Tables and Chairs	Complete
Parks and Recreation	Lime Kiln Restoration – 2022 Budget	Spring 2023
Parks and Recreation	Consultant Fees - Arena Facilities Future Ad-Hoc Committee	Fall 2023

Parks and Recreation	Back Dam Shelter Roof	Completed
Parks and Recreation	New Parks Mower	Complete
Parks and Recreation	Garage Door Replacement – Douro Community Centre	Complete
Parks and Recreation	Water Softener Replacement – Warsaw Community Centre	Completed
Parks and Recreation	Compressor Replacement Reserve Contribution	2024
Parks and Recreation	New Park Trailer	Complete
Planning	Zoning By-Law Update	On hold until Province Approves OP
Planning	Proposed Provincial Planning Statement	Comments provided to County and Province. Waiting on approval by Province.
Public Works	Spot Gravel Repairs - Centre Dummer Road	Complete
Public Works	Gravel Pit Purchase	Late 2023
Public Works	Excavator with Brush head (John Deere 190)	Waiting on delivery

Recommendation:

That the Fire Chief-2023-10 report, dated December 5th 2023, regarding Fire Dispatch Agreement be received and that Council of the Township of Douro-Dummer pass a By-law at the appropriate time during the meeting to authorize the signing of the attached agreement.

Overview:

The City of Peterborough provides all municipalities in Peterborough County with fire dispatch services. Our current agreement expires at the end of March 2024. The new agreement, like the previous one is for a five-year term, beginning April 1, 2024. Dispatch services are seeing increases to operations due to Next Generation 911, dispatcher certifications, hardware, software, and coroner inquest recommendations to name a few.

Conclusion:

Douro-Dummer Fire Services is happy with the services we receive from the City of Peterborough Fire Services dispatching. We have received dispatch services from the City of Peterborough since 2003. With the City being part of our local mutual aid agreements, we consider each other partners, not just a customer. Although there are increases in costs, we are still below other comparable agreements, and these increases reflect a catch-up to better imitate real costs. The County participates in the agreement, both financially, reflected in Schedule "C", and administratively by providing quarterly invoicing to the lower-tier municipality. This new agreement was presented and passed at County Council on November 22, 2023.

Financial Impact:

Appendix "C" reflects our annual cost for dispatch services. For 2024, the cost is up from \$31,844.96 in 2023 to \$39,431.65 and has been included in 2024 budget. The five-year agreement will require Douro-Dummer contributions as reflected in the chart below:

2024	\$39,431.65
2025	\$46,476.97
2026	\$54,776.18
2027	\$64,551.79
2028	\$76,065.72

Report Approval Details

Document Title:	Fire Dispatch Agreement.docx
Attachments:	- Peterborough County Dispatch Agreement 2024-2029 Final + CJ Comment.pdf
Final Approval Date:	Nov 28, 2023

This report and all of its attachments were approved and signed as outlined below:

Martina Chait-Hartwig

Elana Arthurs

Fire Communications Services Agreement

Agreement made this _____ day of March, 2024.

Between

The Corporation of the Township of Asphodel-Norwood
hereinafter referred to as a "Municipality" of the first part

-and-

The Corporation of the Township of Cavan Monaghan
hereinafter referred to as a "Municipality" of the second part

-and-

The Corporation of the Township of Douro-Dummer
hereinafter referred to as a "Municipality" of the third part

-and-

The Corporation of the Municipality of Trent Lakes
hereinafter referred to as a "Municipality" of the fourth part

-and-

The Corporation of the Township of Havelock-Belmont-Methuen
hereinafter referred to as a "Municipality" of the fifth part

- and—

The Corporation of the Township of North Kawartha
hereinafter referred to as a "Municipality" of the sixth part

- and -

The Corporation of the Township of Otonabee-South Monaghan
hereinafter referred to as a "Municipality" of the seventh part

-and-

The Corporation of the Township of Selwyn
hereinafter referred to as a "Municipality" of the eighth part

-and -

The Corporation of the County of Peterborough
hereinafter referred to as the "County" of the ninth part

- and -

The Corporation of the City of Peterborough
hereinafter referred to as the "City" of the tenth part.

WHEREAS By-laws have been enacted by the City, County and Municipalities pursuant to the provisions of section 20(1) of the **Municipal Act, 2001**, S.O. 2001,

c.25., to authorize an agreement between them pursuant to which the City will provide certain communications equipment and services to the Municipalities and the County with a view to increasing public safety of the residents in the areas to which the Municipalities supply fire protection services and the County supplies mapping data, coordination of Emergency Planning, and the administration of 911 addressing.

NOW WITNESS in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. In this Agreement,

(a) "Communications Services" means the following:

- i. receipt of all fire emergency notifications within the Municipalities and the County as received from the 9-1-1 Public Safety Answering Point (PSAP);
- ii. notification (dispatch) of required personnel, apparatus and equipment of the Municipalities' fire protection services as specified in Appendix B;
- iii. radio communications during emergency responses, with responding apparatus and firefighters from the Municipalities and/or the County;
- iv. administrative duties for incident and benchmark details and other services identified by the Municipalities and the County in respect to the delivery of Communication Services, as specified in Appendix D;
- v. administrative and business communications dealing with Communications Services that are sent by a Municipal Fire Department via email, telephone, fax or verbally conveyed in person to the Manager of Staffing and Logistics of the City's Fire Department; and
- vi. communications of an operational and/or an emergency nature (other than those that occur in the course of a normal incident) dealing with Communications Services sent by a Municipal Fire Department via email, telephone, fax, or verbally conveyed in person to the Deputy Fire Chief of the City's Fire Department.

(b) "City" means The Corporation of the City of Peterborough;

(c) "County" means The Corporation of the County of Peterborough;

(d) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department, and who has the same powers and authority as the Fire Chief;

(e) "Fire Chief" means the Chief of a party's Fire Department and includes that Fire Chief's Designate;

- (f) "Fire Department" means the municipal fire service of any Municipality and of the City;
 - (g) "Municipalities" means the Townships within the County;
 - (h) "Municipality" means a Township within the County;
 - (i) "Operator" means a person who provides Communication Services;
 - (j) "Paramedic Deputy Chief" means the Paramedic Deputy Chief, Community Programming and Emergency Management of the County;
 - (k) "Service Area" means the geographic area(s) of the County, which are set forth in Appendix A, and includes those areas covered by Automatic Aid agreements;
 - (l) "Term" means the period commencing on April 1, 2024 and expiring on March 31, 2029.
2. The City will provide, except as hereinafter limited or excluded, Communications Services for the Municipalities and the County during the Term. The provision of Communication Services by the City will be in accordance with NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems and NFPA 1061 Standard for Public Safety Telecommunications Personnel Professional Qualifications.
3. In consideration of the Communications Services provided by the City to the Municipalities and the County, the County shall pay to the City an annual fee for each year of the Term as specified below. The annual fee shall be paid in equal quarterly installments on the first day of April, July, October and January of each year of the Term.
- (a) The annual fee for the period from April 1, 2024 to March 31, 2025 is \$401,673.35;
 - (b) The annual fee for the period from April 1, 2025 to March 31, 2026 is \$472,271.46;
 - (c) The annual fee for the period from April 1, 2026 to March 31, 2027 is \$555,277.89;
 - (d) The annual fee for the period from April 1, 2027 to March 31, 2028 is \$652,873.53;
 - (e) The annual fee for the period from April 1, 2028 to March 31, 2029 is \$767,622.58
4. The parties acknowledge that the annual fee is based, in part, on the estimated call volumes shown in Appendix C. In addition to the annual fee, if the actual County total call volume in any year of the Term exceeds the estimated County total call volume for that year, the County shall pay to the City the further sum of one hundred seventy five dollars (\$175) for

each call that exceeds the estimated County total call volume for that year. Payment shall be made forthwith upon receipt of an invoice. Each Municipality whose call volume for that year exceeded the estimate for that Municipality shall pay to the County an amount equal to that Municipality's rateable share of the additional payment made by the County to the City.

5. The County will provide financial administration of the Agreement on behalf of the Municipalities, receive payments on the City's behalf from the Municipalities and send invoicing to the Municipalities in accordance with the proportions specified in Appendix C.
6. A Municipality may, on no fewer than 120 days' notice to the County and the City, elect to withdraw as a party to this Agreement as at the effective date of the notice ("Effective Date") at which time the Municipality will cease to be a party to this Agreement and will no longer be subject to the obligations of this Agreement or have rights under this Agreement. The annual fee payable by the County to the City will decrease by an amount equal to the withdrawing Municipality's proportional share for each remaining year of the Term, prorated in the year of withdrawal to the Effective Date. Appendix C will be amended as at the Effective Date to correspondingly adjust each other Municipality's proportional share of the revised estimated County total call volume.

Notwithstanding anything else in this Agreement, if the number of Municipalities that are parties to this Agreement is fewer than five (5), the County may, on no fewer than 180 days' notice to the City, terminate this Agreement as at the effective date of the notice. Any such termination will be without prejudice to the rights of the County, the City and the Municipalities to negotiate a new agreement for Communications Services.

7. Notwithstanding anything else in this Agreement, the City may limit or alter Communications Services provided to the parties if, in the City Fire Chief's determination, the City is unable to provide Communications Services by reason of any of the following:
 - (a) an emergency call volume associated with a declared or undeclared state of emergency;
 - (b) an abnormal increase of incidents being handled by Operators; or
 - (c) failure or impairment of equipment related to Communications Services.
8. In the event that Communications Services are not provided in the circumstances set out in section 7 above,
 - (a) the City's Fire Chief shall promptly notify the Paramedic Deputy Chief and the Fire Chief of each affected Municipality;

- (b) the County shall demonstrate due diligence to address the failure or impairment of any radio-telecommunications equipment that is owned or operated by the County and used in relation to Communication Services; and
 - (c) subject to paragraph (b) above, the City and the County shall demonstrate due diligence to address the failure or impairment of any equipment used in relation to Communications Services.
- 9. The City shall not be deemed to be in default of this Agreement where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including, but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics and an inability to perform due to causes beyond the reasonable control of the City (“Force Majeure”). In the event of Force Majeure, the City shall promptly notify the Municipalities and County of its inability to provide Communication Services. The parties shall explore all reasonable avenues available to avoid or resolve events of Force Majeure in the shortest time possible, but this requirement shall not oblige the party suffering a strike, lockout or labour dispute to compromise its position in such an event of Force Majeure.
- 10. The City and the County agree to provide notice to the other parties on or before April 1, 2028, as to whether the City or the County wishes to negotiate an extension of this Agreement or to have the Agreement terminate on March 31, 2029. No such notice shall bind the parties to an extension of this Agreement.
- 11. The County shall provide to the City, any Municipal mapping changes and/or updates, both in print and digital format, which are required for the City’s Communications Centre and the provision of Communication Services. The County shall be responsible for changes, edits and corrections to all data to the satisfaction of the City. The City shall update its Computer Aided Dispatch (CAD) system and support mapping with the information provided by the County.
- 12. Each party (“Indemnifying Party”) will indemnify and save harmless each other party from all costs, losses, damages, judgments, claims, demands, suits, actions or other proceedings in any manner based upon or attributable to anything done or omitted to be done by the Indemnifying Party, its Administrators, Officers, Employees, Agents and Volunteers in relation to an obligation of the Indemnifying Party during the Term pursuant to this Agreement.
- 13. The City agrees to carry a minimum of five million dollars (\$5,000,000.00) Commercial General Liability insurance and will name the County and the Municipalities as additional insureds. The County agrees to carry a

minimum of five million dollars (\$5,000,000.00) Commercial General Liability insurance and will name the City and the Municipalities as additional insureds. Each insurance policy shall:

- (a) be with an insurer licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-;
- (b) contain a deductible amount that is satisfactory to the parties, each acting reasonably;
- (c) provide that the policy shall be non-contributing with, and shall apply only as primary and not as excess to, any other insurance available to the insuring party; and
- (d) provide that the insurance shall not be cancelled or permitted to lapse unless the insurer has notified the insuring party in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The City and the County shall:

- (a) forthwith and from time to time provide or cause to be provided to the other a certificate from its insurer (or insurers) which shows to the other's satisfaction that the policy of insurance and renewal thereof complies with the requirements of this Agreement; and
 - (b) be solely responsible for all deductibles under each policy of insurance.
13. This Agreement and the appendices attached constitute the complete and exclusive statement of the Agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this Agreement.
 14. Any notice required to be given pursuant to this Agreement may be served or given by prepaid registered mail, by personal mail, email or by service by facsimile transmission to the Clerk of a party.
 15. Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers, principal/agent, or employer/employee.
 16. This Agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.
 17. This Agreement, including its appendices, may be disclosed upon request, whether pursuant to the **Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, c.M-56 ("MFIPPA") or otherwise. Information requests shall be as addressed in the manner specified in Appendix D and in accordance with MFIPPA.
 18. This Agreement shall be interpreted in accordance with the law of the Province of Ontario.

19. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
20. The parties consent and agree to the use of electronic signatures with respect to this Agreement including the use of Adobe Acrobat Sign.

The parties hereto have hereunto affixed the signatures of their duly authorized officers.

The Corporation of the Township of Asphodel-Norwood

Mayor _____

Clerk _____

The Corporation of the Township of Cavan Monaghan

Mayor _____

Clerk _____

The Corporation of the Township of Douro-Dummer

Mayor _____

CAO _____

The Corporation of the Municipality of Trent Lakes

Mayor _____

Clerk _____

The Corporation of the Township of Havelock-Belmont-Methuen

Mayor _____

Clerk _____

The Corporation of the Township of North Kawartha

Mayor _____

Clerk _____

The Corporation of the Township of Otonabee-South Monaghan

Mayor _____

Clerk _____

The Corporation of the Township of Selwyn

Mayor _____

Clerk _____

The Corporation of the County of Peterborough

Warden _____

Clerk _____

The Corporation of the City of Peterborough

Mayor _____
Clerk _____

APPENDIX "A"

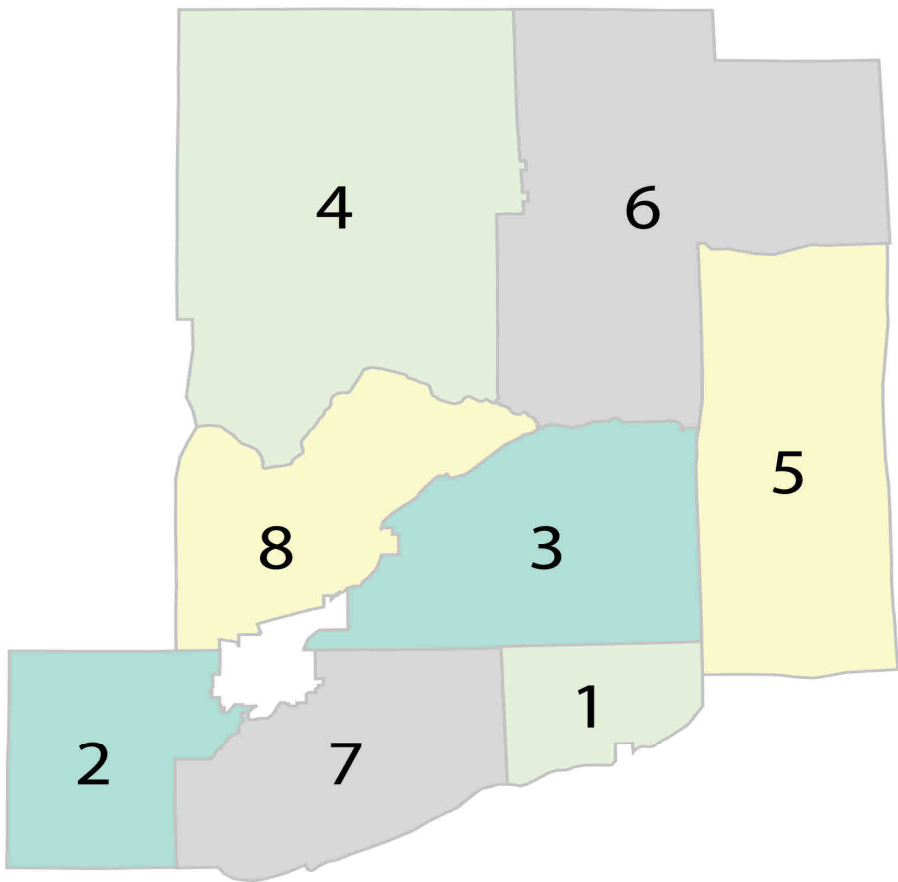
Mapping:

The County of Peterborough shall provide mapping and required information to the City outlining the individual municipal coverage and service areas including any boundary areas identified in municipal agreements.

SERVICE AREAS

Township of Asphodel-Norwood	1
Township of Cavan Monaghan	2
Township of Douro-Dummer	3
Municipality of Trent Lakes	4
Township of Havelock-Belmont-Methuen	5
Township of North Kawartha	6
Township of Otonabee-South Monaghan	7
Township of Selwyn	8

The Fire Chief for each Municipality shall be responsible for advising the City about any existing, revised or new Automatic Aid agreements. Revisions and alterations to mapping shall be addressed through the City’s Manager of Staffing and Logistics.



APPENDIX "B"

Station Response Protocol Notes

Upon assessment of the information received, and in the interest of public safety, additional apparatus may be dispatched on the first alarm at the discretion of the Operator.

Response levels may be impacted due to extenuating factors such as time of day, day of week, time of year, available personnel, apparatus and equipment shortages, declared or undeclared states of emergency and environmental conditions.

Detailed criteria for any particular emergency response shall be provided by the Fire Chief from each Municipality to the Manager of Staffing and Logistics in the format outlined on the Zone Worksheet.

This form should be reviewed annually by the Fire Chief of each Municipality with the Manager of Staffing and Logistics at the City's Fire Department.

APPENDIX "B"

Zone Worksheet

Incident Type Description	Ptb 1	Ptb 2	Ptb 3	Ptb 1-3	Ptb 2-3	Ptb 1-2	Airport
Medical	P2	M1->P2	M1->P1	M1->P1	P3	M1->P3	P3
Burning Complaints	P2	P2	P1	P1	P3	P3	P3
CO Detector without Symptoms	P2	P2	P1	P1	P3	P3	P3
Arcing Wires	P2	P2	P1	P1	P3	P3	P3
Assistance to Other Agencies	P2	P2	P1	P1	P3	P3	P3
Class 1 Response	P2	P2	P1	P1	P3	P3	P3
Smoke Alarms Activated	P2	P2	P1	P1	P3	P3	P3
CO Detector with Symptoms	P2	P2	P1	P1	P3	P3	P3
Courtesy Calls	P2	P2	P1	P1	P3	P3	P3
Elevator Rescues	P2	P2	P1	P1	P3	P3	P3
Fires - Rubbish	P2	P2	P1	P1	P3	P3	P3
Flooded Basements	P2	P2	P1	P1	P3	P3	P3
Gasoline Leak	P2	P2	P1	P1	P3	P3	P3
Lift Assists	P2	P2	P1	P1	P3	P3	P3
Odour Investigations	P2	P2	P1	P1	P3	P3	P3
Post Fire Check	P2	P2	P1	P1	P3	P3	P3
Public Assistance	P2	P2	P1	P1	P3	P3	P3
TEST	P2	P2	P1	P1	P3	P3	P3
Wash Downs / Spills	P2	P2	P1	P1	P3	P3	P3
Class 2 Response	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1

Electrical	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Chimney	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Dumpster	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Grass	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Small Structure	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Vehicle Not in Struct.	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Hazmat - Minor	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
MVC	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
MVC - Multi (3+)	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
MVC - Pedestrian Accident	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Natural Gas/Propane Leak	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Automatic Alarms	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Bomb Threat / Standby	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Building Collapse	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Class 3 Response	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Explosions	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Fires - Natural Gas/Propane	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Fires - Structure	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Fires - Vehicle In Structure	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Hazmat - Major	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Confined Space	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - High Angle	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Person Trapped	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Trench	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Water/Ice	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1

APPENDIX "C"

	<u>SEL</u>	<u>TL</u>	<u>DD</u>	<u>OSM</u>	<u>AN</u>	<u>CM</u>	<u>NK</u>	<u>HBM</u>	<u>COUNTY</u>	<u>TOTAL</u>
2021 Household Census Data	8,540	5,750	3,601	3,050	1,985	3,704	3,693	3,856		34,179
% of Households	24.99%	16.82%	10.54%	8.92%	5.81%	10.84%	10.80%	11.28%		100.00%
2022 Call Volume	1,387	518	430	496	333	683	341	450		4,638
			Note 1					Note 1		
2024 Cost per household	\$93,514.66	\$62,963.62	\$39,431.65	\$33,398.09	\$21,736.14	\$40,559.52	\$40,439.07	\$42,223.95	\$ 27,406.64	\$401,673.35
2024 Estimated Call Volume	1,444	539	448	516	347	711	355	468		4,828
2025 Cost per household	\$110,223.07	\$74,213.43	\$46,476.97	\$39,365.38	\$25,619.77	\$47,806.35	\$47,664.38	\$49,768.17	\$31,133.94	\$472,271.46
2025 Estimated Call Volume	1,503	561	466	538	361	740	370	488		5,026
2026 Cost per household	\$129,905.18	\$87,465.43	\$54,776.18	\$46,394.71	\$30,194.59	\$56,342.95	\$56,175.62	\$58,655.08	\$35,368.16	\$555,277.89
2026 Estimated Call Volume	1,565	584	485	560	376	771	385	508		5,232
2027 Cost per household	\$153,088.68	\$103,074.93	\$64,551.79	\$54,674.53	\$35,583.26	\$66,398.18	\$66,200.99	\$69,122.94	\$40,178.23	\$652,873.53
2027 Estimated Call Volume	1,629	608	505	582	391	802	400	528		5,447
2028 Cost per household	\$180,394.69	\$121,460.13	\$76,065.72	\$64,426.68	\$41,930.15	\$78,241.44	\$78,009.09	\$81,452.22	\$45,642.47	\$767,622.58
2028 Estimated Call Volume	1,696	633	526	606	407	835	417	550		5,670
Note 1 - Number set higher due to lower 2022 from average call growth.										

APPENDIX "D"

Operational Criteria

- 1) Requests for voice recordings, incident reports, day to day operational concerns, station response protocol changes, etc., shall be conveyed on PFS Form #093 to the Manager of Staffing and Logistics at Peterborough Fire Services.
Communication of a more urgent nature is to be directed to the City Deputy Fire Chief and if unavailable, then to the City Fire Chief.
- 2) All existing Municipal emergency lines will be forwarded through Bell to the City Communications Centre.
- 3) At the conclusion of each emergency incident the response data will be transferred to the appropriate Municipal Fire Department via electronic file transfer and/or email (see sample in Schedule 1 of Appendix D). The City will provide a daily activity report to each Municipality (see sample in Schedule 2 of Appendix D).
- 4) The City is not responsible for third party paging systems and requires Municipalities provide back-up communication plans in the event of a failure of any third party paging systems. The City Communications Centre shall have the opportunity to test back-up communication plans periodically during the term of this Agreement.
- 5) The County is solely responsible for maintaining the County owned radio repeater system in operational condition.

APPENDIX "D"

Schedule 1

Incident Report

PFD #	26160108	County Call #	
Inc Begin Time	2023-01-08 8:13:41	Inc End Time	2023-01-08 8:20:05
Dispatch Time	0 Mins 28 Secs	Response Time	6 Mins 3 Secs
Location	0 [None selected]	[None selected]	
Cross Street	[None selected]	Unit	
Property Code	[None selected]		
Response Type		Inc. Type	TEST
Caller Info		Phone #	
Alarm to Dept.	01 911	Platoon	[Non Station [None selected]
Department	[None selected]	Dispatcher	[None selected]
Dispatcher 2	[None selected]	Dispatcher 3	[None selected]
Auto-Aid	No	Auto-Aid #	

Benchmarks

Command Established	Situation under Control
Primary Search Completed	Loss Stopped
Pump On	PumpOff
Extinguishing Agent Applied	Post Inc Watch Posted
Fire Chief	Requested On Scene
Deputy Chief	
Fire Prevention	
Inc Safety Officer	

Other Agency Benchmarks

Auto Aid	Requested On Scene	Police File Number
Police		
Public Works		
Gas		
Electrical		
Water		
OFM		
Disaster Trust Fund		
City Env. Protection		

Incident Report

PFD # 26160108 **County Call #**
Inc Begin Time 2023-01-08 8:13:41 **Inc End Time** 2023-01-08 8:20:05

Medical

Ambulance Run # 0 **TIF Queue Time**
Ambulance Requested
Ambulance on Scene **EMS Patient Contact**
Amb Already on Scene **Fire Patient Contact**

Officers

Platoon Chief [None selected]
Captain [None selected]

Damages

Building Loss **Contents Loss**

Responding Apparatus

Apparatus	Dispatch Time	Responding	Onscene	Returning	Back in Service	Redeployed
PB Aerial 1	8:14:09	8:15:32	8:19:44	8:19:44	8:19:45	
PB Car 1 PC	8:14:09	8:14:16	8:19:49	8:19:50	8:19:51	
PB Medi-1	8:14:46	8:15:38	8:19:58	8:19:59	8:20:00	
PB Pump 1	8:14:09	8:15:23	8:19:46	8:19:47	8:19:48	
PB Pump 2	8:14:09	8:15:38	8:19:55	8:19:56	8:19:57	
PB Pump 3	8:14:09	8:15:01	8:19:52	8:19:53	8:19:54	

Attendees

Name	Rank
	FireFighter 1
	FireFighter 5
	[None selected]
	Acting Captain
	FireFighter 1

Incident Number: 26160108

2023-11-02 3:58:16 PM

Page 2 of 3

OFM / Incident Statistics

Fire Origin (Area)	Property Complex
Fire Origin (Level)	Building Status
Igniting Object	Building Height
Fuel/Energy Igniting Obj	Occupancy Status
Vehicle Fuel Source	Cause (Possible)
Vehicle Primary Purpose	InsuranceCoverage

CAD Notes

BPILLING **8:13:49** Address change from BLANK Address to 210 SHERBROOKE ST, PETERBOROUGH

Schedule 2 – Sample Form

DAILY INCIDENT REPORT

Incident Report For : 2013-04-24 06:30 to 2013-04-25 07:00

Incident ID: 11099722 - 2013-04-24 08:29:07 - Automatic Alarms

██████████ ST W, PETERBOROUGH Dispatch Time: 0 Min. 25 Sec. Response Time: 3 Min. 4 Sec. OFM Code: 24 Other Cooking/toasting/smoke/steam (n

Incident ID: 11100041 - 2013-04-24 09:17:04 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 33 Sec. Response Time: 4 Min. 38 Sec. OFM Code: 73 Seizure

Incident ID: 11100129 - 2013-04-24 14:12:30 - Medical

██████████, PETERBOROUGH Dispatch Time: 1 Min. 33 Sec. Response Time: 4 Min. 25 Sec. OFM Code: 76 Chest pains or suspected heart attack

Incident ID: 11100157 - 2013-04-24 14:30:25 - MVC

██████████, PETERBOROUGH Dispatch Time: 0 Min. 14 Sec. Response Time: 7 Min. 8 Sec. OFM Code: 62 Vehicle Collision

Incident ID: 11100295 - 2013-04-24 15:16:52 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 22 Sec. Response Time: 2 Min. 0 Sec. OFM Code: 88 Accident or illness related - cuts,

Incident ID: 11100374 - 2013-04-24 15:22:47 - MVC

██████████, PETERBOROUGH Dispatch Time: 0 Min. 32 Sec. Response Time: 5 Min. 11 Sec. OFM Code: 62 Vehicle Collision

Incident ID: 11100678 - 2013-04-24 18:37:33 - Public Assistance

██████████, PETERBOROUGH Dispatch Time: 0 Min. 20 Sec. Response Time: 3 Min. 18 Sec. OFM Code: 94 Other Public Service

Incident ID: 11100868 - 2013-04-24 21:34:26 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 30 Sec. Response Time: 5 Min. 0 Sec. OFM Code: 89 Other Medical/Resuscitator Call

Incident ID: 11100895 - 2013-04-24 21:57:09 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 37 Sec. Response Time: 3 Min. 8 Sec. OFM Code: 76 Chest pains or suspected heart attack

Incident ID: 11100919 - 2013-04-24 22:02:07 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 32 Sec. Response Time: 5 Min. 54 Sec. OFM Code: 76 Chest pains or suspected heart attack

Recommendation:

That the Treasurer-2023-24 report, dated December 5, 2023, regarding the 2024 Budget Update as of December 5th be received;

That Council provide staff with any further amendments to the 2024 Budget and;

That Council instruct staff to prepare the final budget document for the December 19th, 2023 Council meeting including the amendments outlined in this report.

Overview:

Staff presented the first draft of the 2024 Budget to Council on October 31st and November 1st. At this meeting each manager outlined their capital and operating budgets. Council asked clarification questions but did not make any amendments to the budget.

Two weeks later on November 14th, staff and Council held a Budget Working Session and some changes were made. After the working session staff continued to make minor changes based on the most up to date information. The following table summarizes all changes made since the first draft:

	Levy Impact:
Changes made the Budget Working Session:	
That the Finance Department be requested to bring forward a proposal regarding the long-term replacement and procurement of fire apparatus.	\$0
That the moneys required for the roof repair at the Warsaw Community Center be approved in advance of the approval of the 2024 Township of Douro-Dummer budget taking place.	\$0
That the Indacom Drive project be deferred until further notice, that the \$200,000 allocated to the project be moved to other projects; and that Councillor Johnston and Deputy Mayor Nelson meet with Otonabee Region Conservation Authority and Township staff to discuss the Indacom Drive project. AND That the \$200,000 originally marked for the Indacom Drive project be reallocated to the following projects: \$150,000 be for Joint-Building and \$50,000 to be placed in reserve for future Fire Department capital purchases.	\$0
That the amount to be made available for community grants be increased to \$5,000.	\$1,100

Although no motion was made from Council there was discussion about special events such as staff and volunteer appreciation events. Therefore, staff are proposing to add \$1,500 to the existing Council budget to bring the total Special Events budget to \$3000 and ensure there are sufficient funds for this purpose.	\$1,500
Other changes made during staff review:	
Reviewed year to date recreation facility revenues and deemed it was appropriate to increase room and ice rentals based on 2023 figures.	-\$13,000
OMERS released the 2024 inflation adjustment which equals 4.93%. This is higher than the budgeted 4.31%.	\$13,732
Miscellaneous minor changes to the budget based on updated information	-\$906
Total Levy Impact from Changes	\$2,427

Conclusion:

The total levy required for the 2024 budget amounts to \$6,887,226 which is \$2,427 higher than presented at first budget. The overall increase to the tax rate is still 7.4% but the increases have shifted so 1.5% is related to Capital and Operating and 5.9% is related to the Joint Building.

Financial Impact:

The following table summarizes the 2024 Budget:

Summary of Change to the 2024 Levy

	2023	2024	\$ Change	% Change	Tax Impact
Operating Expenses	\$4,992,370	\$5,145,159	\$152,790		2.4%
Transfer to Capital	-\$22,260	-\$10,800	\$11,460		0.2%
Net Operating Levy	\$4,970,110	\$5,134,359	\$164,250	3.3%	2.6%
Capital	\$1,255,812	\$1,238,329	-\$17,482	-1.4%	-0.3%
Less: Assessment Growth in 2023					-0.8%
Percent Change to the Tax Rate before Capital Levy:					1.5%
Capital Levy For Joint Building	\$138,512	\$514,537	\$376,025		5.9%
Total Levy Requirement	\$6,364,433	\$6,887,226	\$522,792	8.2%	
Percent Change to the Tax Rate as at November 21st:					7.4%

Strategic Plan Applicability:

To effectively respond to the challenges of addressing the Township's municipal infrastructure needs as well as effectively managing the assets of the corporation.

Report Approval Details

Document Title:	2024 Budget Update as at December 5th.docx
Attachments:	
Final Approval Date:	Nov 29, 2023

This report and all of its attachments were approved and signed as outlined below:

Martina Chait-Hartwig

Elana Arthurs

Recommendation:

That the Treasurer-2023-26 report, dated December 5, 2023 regarding the Draft Community Grant Policy be received, that Council provide comments on Draft Policy F-9 – Community Grant Program and that a finalized version be brought to Council on December 19, 2023 for approval.

Overview:

The Township periodically receives various requests for funding to support local organizations and individuals. There is currently no policy to dictate who is eligible to receive the funding and how community members apply for funding. The draft Community Grant Policy is attached to this report and provides clear guidelines regarding who is eligible to receive a community grant and how they apply. Also attached is the corresponding application that will need to be completed when applying.

Conclusion:

The feedback that Council provided at the June 27, 2023, Committee of the Whole meeting was considered while developing the proposed policy along with policies from other municipalities. Staff will revise the policy for the December 19, 2023, Council meeting if there is any feedback and comments to incorporate.

Financial Impact:

The annual budget related to community grants was increased from \$3,900 to \$5,000 during the 2024 Budget process.

Strategic Plan Applicability:

To develop and/or assist with the development and delivery of social and recreational programs as well as effectively maintaining and updating recreational facilities to promote healthy lifestyles and meet the broad range of community needs.

Report Approval Details

Document Title:	Draft Community Grant Policy.docx
Attachments:	- Community Grant Program Policy - 2nd Draft.pdf - Community Grant Program Application - 2nd Draft.pdf
Final Approval Date:	Nov 29, 2023

This report and all of its attachments were approved and signed as outlined below:

Martina Chait-Hartwig

Elana Arthurs



Township of Douro-Dummer Community Grant Policy Policy No. F-9

Approved By: Council

Approval Date: December 5, 2023

Effective Date: January 1, 2024

Revision Date:

Policy Statement

The Corporation of Township of Douro-Dummer aims to provide financial assistance to individuals, community groups and/or volunteer organizations that through their activities promote and/or enhance the overall well-being of the Douro-Dummer community.

This Policy provide an application process for Community Grants. The Policy will clearly identify the eligibility, evaluation criteria, financial contribution and the application process.

1. Purpose

The purpose of the Community Grant Program is to support and strengthen the Township's commitment to the community by providing financial and/or in-kind assistance to local initiatives, organizations, individuals, and projects that align with our mission and values.

2. Eligibility for Organizations

2.1 Organizations that apply must meet the following eligibility criteria:

- Be in existence for at least one year; and
- Have its principal address in the Township; and
- Be a not-for-profit organization; and
- Demonstrate a financial need; and
- Be in good financial standing with the Township and not in litigation with the Township; and
- Be in compliance with any other Township By-laws and Policies.



Township of Douro-Dummer Community Grant Policy Policy No. F-9

2.3 Ineligible organizations:

- For-profit organizations, community groups or individuals
- Political organizations
- Township/Council affiliated boards or committees
- Organizations that receive funding through Douro-Dummer's municipal budget process.

2.4 Eligible projects

- Cultural and heritage activities – events and activities aimed at preserving, celebrating or sharing aspects of cultural identity and heritage.
- Community events – these larger scale events that bring people together in the community and/or bring people from outside the community into the Township.
- Charitable community services – positive contributions to the Douro-Dummer community and improve the health and well-being of its members through acts of kindness, generosity and assistance.
- Public safety enhancement services – aimed at improving and maintaining the safety and well-being of the Douro-Dummer community.

3. Eligibility for Individuals

3.1 Individuals that apply must meet the following eligibility criteria:

- Have a principal address in the Township; and
- Be in good financial standing with the Township and not in litigation with the Township; and
- Be in compliance with any other Township by-laws and policies.

3.2 Eligible Projects:

- Participation in a recognized and sanctioned national or international competition.

4. Evaluation Criteria

- Alignment with Mission: Priority will be given to initiatives that align with our organization's mission and values.
- Community Impact: The potential positive impact on the community will be a key consideration.



Township of Douro-Dummer Community Grant Policy Policy No. F-9

- Financial Accountability: Applicants must demonstrate financial responsibility and transparency.

5. Application Process

5.1 Form

- Interested parties must submit a completed formal application with all requested information attached.
- The Community Grant Application is provided in this policy as Attachment No. 1
- Applicants are encouraged to submit their application through the Township's website. Alternatively, completed paper submissions can be mailed, hand delivered or placed in our drop-box at the Municipal Office.

894 South Street, P.O. Box 92
Warsaw, ON K0L 3A0

5.2 Approval

- Individual applicants requesting grants are subjected to approval from Council
- Organizations/groups
 - Applications of \$750 or less – applications requesting grants of less than \$750 may be approved by staff so long as the eligibility criteria established within this policy are met AND there is budget remaining. Staff will notify Council of any grants approved.
 - Applications greater than \$750 – applications requesting grants greater than \$750 will be subjected to approval from Council. Staff will review the application and identify whether it is eligible prior to providing the application for Council consideration.

6. Financial Contribution

6.1 Annual Budget

Council will set the total annual funding through the Operating Budget.



Township of Douro-Dummer Community Grant Policy Policy No. F-9

6.2 Reserve

Any unspent funds each year will be transferred to a Community Grant Reserve which can be used in future years.

6.3 Application Amounts

The intent of this program is to reach multiple groups and individuals within the community and therefore the maximum contribution provided through this program will be \$750. However, Council may approve funds over \$750 to applicants who demonstrate that the grant provided will have a significant impact in the Township.

7. Funding Conditions

- Grant funding may not be used for purposes other than the what has been described in the application. Any grant recipient/application that does not comply with this condition will not be eligible to receive future grant funding.
- Each grant provided is a one-time annual contribution, any applicants who want support in subsequent years must submit a new application each year.
- Council will receive an annual report detailing the grants awarded under this policy and information regarding awarded grants and recipients will be published on the Township website.
- Adherence to all applicable Municipal By-laws, Policies and procedures is required.

8. Review Cycle

This Policy will be reviewed on an as needed basis.

9. Effective Date

This Community Grant Program Policy is effective as of January 1, 2024.

Community Grant Application

Please complete the Community Grant Application. Applicants are encouraged to submit their application through the Township's website. Alternatively, completed paper submissions can be mailed, hand delivered or placed in our drop-box at the Municipal Office, 894 South Street, P.O. Box 92, Warsaw, ON K0L 3A0.

Applicant Information

Name: _____

Phone Number: _____ **Email Address:** _____

Organization Name (If Applicable): _____

Address (including Postal Code): _____

Are you applying on behalf of an organization or as an individual?

☐ Organization

☐ Individual

Are you a non-profit organization or registered charity?

☐ Registered Charity

☐ Non-Profit Organization

Do any of the following apply to you?

☐ For-profit organization

☐ Political organization

☐ Township/Council affiliated boards or committees

☐ Organization that receives funding through Douro-Dummer's municipal budget process.

Application Details

Amount of Grant Request: _____

Project/Event/Program Date: _____

Please select one of the following that apply to your application:

- ☐ Cultural and heritage activity
- ☐ Charitable community service
- ☐ Public safety enhancement service
- ☐ Program that enhances the health and well-being of the community
- ☐ Festival, event, gathering, exhibition, artistic activity, public presentation that is centered around public engagement.
- ☐ Research project that culminates in a talk, presentation, display, exhibit, or free publication.
- ☐ Creation of new activities or expansion of existing/previously offered activities.
- ☐ I'm an individual who will be participating in a national or international competition.

Please complete the following questions, enter N/A if not applicable:

Describe how the Community Grant Funding will be utilized upon approval:

**Township of Douro-Dummer
Community Grant Program Application
Policy No. F-9**

Please provide a description of how the organization intends to measure the success of the project/event/program:

What is the approximate geographic audience demographic that you plan to target? (e.g. 300 Adults and 50 kids)

Please indicate how the Municipality's financial support will be acknowledged. If possible, provide an example:

Any additional information you find necessary:

Community Grant Application Attestation

Having requested financial assistance from the municipality, the applicant agrees to the following conditions if a grant in any amount is awarded:

- a. The applicant confirms that the representations contained in the application for financial assistance are true and correct in every aspect and that in the event that the funds are not used for the project or programs as described in the application, or if there are misrepresentations in the application, the full amount of the financial assistance will be payable to the Municipality.
- b. If there are any changes in the funding of the project from that contemplated in the application, the Municipality will be notified of such changes through the Treasurer.
- c. That if the programs or services proposed in the application are not commenced, or are not completed and there remain Municipality's funds on hand, or are completed without requiring the full use of the Municipality's funds, such funds will be returned to the Municipality.
- d. That the project/event/program or services not be represented as a Municipal program or service, and that the recipient does not have the authority to represent itself as an agency of the Municipality in any way, the only relationship being that the Municipality has approved the granted financial assistance to the recipient.
- e. I/We certify that to our knowledge, that I/We are not in any form of litigation with the Township.
- f. I/We certify that to our knowledge, that I/We are in good financial standing with the Township and confirm compliance with Township by-laws and policies.

Name: _____

Signature: _____

Date (MM/DD/YYYY): _____

Notice with respect to Collection of Personal Information

This information is collected under the legal authority of the Municipal Act, 2001, S.O. 2001, c. 25, Section 23(1) as amended. The information will be used in respect to determining the eligibility of a group or individual to receive a Community Grant from the Township of Douro-Dummer and ensuring compliance with rules and regulations. Personal information will be disclosed to the Township in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56 as amended. For more information, please contact: Martina Chait-Hartwig, Clerk (705) 652-8392 ext. 210

(APPROVED)

Minutes of the Township of Douro-Dummer Public Library Board Meeting

October 10, 2023, 4:00 PM

Present: Thomas Watt
 Darla Milne
 Georgia Gale-Kidd
 Diane Bonner
 Gary Rose
 Sharon McKeiver

Staff Present Jr Financial Analyst Jijo Joshy
 Library CEO Maggie Pearson
 Treasurer Paul Creamer

1. Call to Order

The Secretary called the meeting to order at 4:04PM

2. Disclosure of any Pecuniary Interest

The Chair reminded members of the Board of their obligation to declare any pecuniary interest they might have. None were declared.

3. Financial Reports:

3.1 Report to Board: 2024 Draft Budget

Maggie Pearson presented the 2024 Draft Budget report highlighting where changes have been made and the description/ scope of capital projects.

3.2 2024 Draft Library Budget Tables

Paul Creamer outlined 2024 Budget Operating Tables to the Board. Possible reasons for increase in hydro usage were discussed by the Board; municipal staff will investigate and report back.

Resolution Number 65-2023

Moved by: Darla Milne

Seconded by: Dianne Bonner

That the Board receive this report for information and that,
The Board approve the first 2024 Budget Draft to be taken to Council
Carried

4. Approval of September 12, 2023 Minutes

Resolution Number 66-2023

Moved by: Diane Bonner

Seconded by: Tom Watt

That the September 12, 2023 draft minutes be approved with minor typo revisions
Carried

5. Business Arising from Minutes:

5.1 Committee Reports:

5.1.1 Human Resources Committee

Resolution Number 67-2023

Moved by: Darla Milne

Seconded by: Diane Bonner

That following the CEO performance review the Board recommends the CEO receive the second pay step within the current pay band

Carried

5.1.2. Friends of the Library

Verbal Report from Georgia Gale-Kidd on planning details for upcoming events including Culture Days, November and December Speaker Series (Alzheimer Society, Local Author Matt Flagler). Board discussion surrounding booking more Author Talks in the future.

5.1.2 Art Gallery

No new reports

5.1.3 Policy Committee

5.1.3.1 Board By-Laws

Verbal report from Dianne Bonner and Maggie Pearson on Board By-Law policy review.

Resolution Number 68-2023

Moved by: Sharon McKeiver

Seconded by: Diane Bonner

That these Committee reports be accepted for information and that,
The Board by-laws be adopted

Carried

6. Librarian's Report:

6.1 September Stats Report

Resolution Number 69-2023

Moved by: Thomas Watt

Seconded by: Darla Milne

That the Librarian's report be accepted for information

Carried

7. New Business

Board discussion surrounding upcoming Remembrance Day celebrations, library signage

9. Adjournment

Resolution Number 70-2023

Moved by: Thomas Watt

Seconded by: Darla Milne

That the meeting be adjourned at 5:25 PM

Carried

10. Next Meeting:

November 14th 2023 in the Douro-Dummer Public Library

Chair, Georgia Gale-Kidd

Secretary, Maggie Pearson

Township of Douro-Dummer Events Committee
Location: Upper Meeting Room, Warsaw Community Centre

Date: November 6, 2023

Time: 5:30 pm

Present:

Chair, Councillor Ray Johnston
Member, Angela O'Grady
Member, Alyssa Heffernan
Clerk, Martina Chait-Hartwig
Legislative Services Assistant, Patti O'Grady

Absent:

Member, Julie Chatten

Guests:

Sharon Foster

1. Call to Order

The Chair called the meeting to order at 5:32 p.m.

2. Disclosure of Pecuniary Interest

The Chair told members of their obligation to declare any pecuniary interest they might have. None were declared.

3. Adoption of Agenda: November 6, 2023

Moved by: Angela O'Grady

Seconded by: Alyssa Heffernan

That the Agenda for November 6, 2023 be approved.

Carried

4. Approval of Minutes and Business Arising from Minutes:

4.1 Events Committee Meeting Minutes - October 30, 2023

Moved by: Angela O'Grady

Seconded by: Alyssa Heffernan

That the Minutes from the October 30, 2023 meeting be received and approved.

Carried

5. New Business:

5.1 Finalize planning for Remembrance Day Ceremony

- Patti will notify the Fire Department to close the roads beginning at 10:45 a.m. on November 10th.
- There are no available musicians, so there will be music played digitally for the ceremony.
- It was determined that Mayor Watson would read “In Flanders Fields” and lay the wreath for the ceremony.
- Councillor Johnston said that a student has been asked from St. Joseph’s School to read a poem, and he is getting two more students to read poems from the Warsaw Public School.
- Patti will create speaker notes and a program for the ceremony.
- Martina will order and pickup sandwich trays.

5.2 Planning for Santa Claus Parade

- Martina mentioned there will need to be a float marshal directly floats the night of the parade. She will contact the Public Works Department to see if one of their staff members will do it.
- Patti told the committee that the permit from the County of Peterborough has been approved.
- Angela will contact the Food Bank to determine a drop off date and time to the Town Hall for a food collection barrel.
- Martina said the collection of hot chocolate and candy canes are looked after.

6. Next Meeting:

- November 20th, 2023

7. Adjournment

Moved by: Alyssa Heffernan

Seconded by: Angela O’Grady

That the meeting adjourn at 5:56 p.m.

Carried

Township of Douro-Dummer Events Committee
Location: Upper Meeting Room, Warsaw Community Centre

Date: November 20, 2023

Time: 5:30 pm

Present:

Chair, Councillor Ray Johnston

Member, Angela O'Grady

Member, Julie Chatten

Legislative Services Assistant, Patti O'Grady

Absent:

Member, Alyssa Heffernan

Clerk, Martina Chait-Hartwig

Guests:

Doug Andrews

Sue Dubbin

Sharon Foster

Doreen Tighe

Hailey McFadden

1. Call to Order

The Chair called the meeting to order at 5:34 p.m.

2. Disclosure of Pecuniary Interest

The Chair told members of their obligation to declare any pecuniary interest they might have. None were declared.

3. Adoption of Agenda: November 20, 2023

Moved by: Angela O'Grady

Seconded by: Julie Chatten

That the Agenda for November 20, 2023 be approved.

Carried

4. Adoption of Minutes Business Arising from Minutes:

4.1 Events Committee Meeting Minutes – November 6, 2023

Moved by: Julie Chatten

Seconded by: Angela O’Grady

That the Minutes from the November 6, 2023 meeting be received and approved.

Carried

A discussion took place about the success of the Remembrance Day Ceremony.

5. New Business:

5.1 Finalize planning for the Santa Claus Parade

- The food bank did drop off the food donation bin and will pick-up after the parade.
- Discussion took place on all the floats involved in the parade and timing of their arrival.
- Martina to be the Float Marshal, Sue will assist.
- Doug and John will be assisting with the hot chocolate.
- Doreen to help Sharon with the set-up of the cookies.
- Signs to be made for washrooms to redirect people upstairs from park.
- Councillor Johnston is looking after candy bags.
- Discussion on elves involved and where they will be walking.
- Discussion on timing of lighting the tree and who will be lighting it.

6. Next Meeting:

- TBA

7. Adjournment

Moved by: Angela O’Grady

Seconded by: Julie Chatten

That the meeting adjourn at 6:04 p.m.

Carried

November 16, 2023

The Honourable Doug Ford, M.P.P.
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Re: Motion regarding Provincial Consideration for Amendments to the Residential Tenancies Act

At their Regular Meeting of Council on November 15, 2023, the Council of the Town of Aylmer endorsed the following motion regarding Provincial Consideration for Amendments to the Residential Tenancies Act:

Whereas the Ontario government has acknowledged an affordable housing and housing supply crisis, communicating a targeted approach to build 1.5 million homes by 2031; and

Whereas nearly one-third of Ontario households rent, rather than own, according to the most recent 2021 Census of Population; and

Whereas the Ontario government has reported that Ontario broke ground on nearly 15,000 purpose-built rentals in 2022, a 7.5 percent increase from 2021 and the highest number on record, with continued growth into 2023; and

Whereas the Residential Tenancies Act, 2006, provides for the maximum a landlord can increase most tenants rent during a year without the approval of the Landlord and Tenant Board; and

Whereas the Ontario government recently strengthened protections for tenants with the intention of preserving affordability, by holding the rent increase guideline for 2024 to 2.5 percent, well below the average inflation rate of 5.9 percent; and

Whereas the rental increase guideline protection does not apply to rental units occupied for the first time after November 15, 2018, leaving an increasing number of tenants susceptible to disproportionate and unsustainable rental increases compared to those benefiting from legislated increase protection;

Now Therefore Be It Resolved that the Council of the Town of Aylmer requests provincial consideration for amendments to the Residential Tenancies Act, 2006, to ensure that all tenants benefit from protections intended to preserve affordability;

That a copy of this Resolution be sent to:

- Honourable Doug Ford, Premier of Ontario
- Honourable Paul Calandra, Minister of Municipal Affairs and Housing
- Honourable Rob Flack, Associate Minister of Housing
- The Association of Municipalities of Ontario (AMO)
- And all Ontario Municipalities.

Thank you,

Owen Jaggard

Deputy Clerk / Manager of Information Services | Town of Aylmer

46 Talbot Street West, Aylmer, ON N5H 1J7

519-773-3164 Ext. 4913 | Fax 519-765-1446

ojaggard@town.aylmer.on.ca | www.aylmer.ca

CC:

Minister of Municipal Affairs and Housing paul.calandra@pc.ola.org

Associate Minister of Housing rob.flack@pc.ola.org

Association of Municipalities of Ontario resolutions@amo.on.ca

**Resolution
Regular Council Meeting**



Agenda Number: 9.4.
Resolution Number 23-371
Title: 23-R-49 Letter of Support - Conservation Officer Reclassification
Date: Monday, November 20, 2023

Seconded by: M. Lubbock

Moved by: S. Cote

WHEREAS Ontario has 196 field Conservation Officers including 6 canine handlers who provide protection to Municipalities Natural Resources and uphold public safety by enforcing hunting and firearm laws and investigate gruesome injuries and even deaths that result from hunting-related accidents; in addition, Conservation Officers are often First Responders and ensure public safety by facilitating evacuations and enforcing Emergency Area orders during forest fires during record breaking wildfires such as we witnessed this past summer; and

WHEREAS Conservation Officers perform comparable work to Police Officers and other Enforcement Officers within the province and are professional, armed Peace Officers trained to police standards and undergo the same training; and

WHEREAS Ontario Municipalities are required that their constituents are informed, and their interests are safeguarded and ensure they have access to outreach and natural resources compliance services; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Coleman does here by support the Ontario Conservation Officer's Association (OCA) in their efforts to have Conservation Officers in the Province of Ontario reclassified as Enforcement Officers and be compensated fairly; and

FURTHER request the support of all Ontario Municipalities; and

FURTHERMORE, THAT this resolution with a letter of support be forwarded to Ontario Premiere Doug Ford, the Minister of Natural Resources Graydon Smith, the Local Provincial Member of Parliament (MPP) John Vanthof, Temiskaming Municipal Association and the Federation of Northern Ontario Municipalities.

CARRIED

YES: 4

NO: 0

ABSENT: 0

S. Cote

M. Lubbock

P. Rieux

L. Perry

Certified True Copy

Christopher W. Oslund
CAO/Clerk - Treasurer

[The Municipality Address]

[Date]

Ministry office

Premier's Office

Room 281

Legislation Building, Queen's Park

Toronto, ON M7A 1A1.

Email: doug.fordco@pc.ola.org

**RE: Ontario Conservation Officer's Association (OCA) – Conservation Officer
Reclassification**

Dear Hon. Doug Ford

The [Municipality] is proud of our natural resources and spaces. We have the mission to protect our natural resources, we are required to safeguard the public interest by ensuring our constituents have access to outreach and natural resources compliance services.

Conservation Officers are a valuable part of our community. They are passionate about keeping Ontarians safe. They put their lives on the line to protect Ontario's natural resources and spaces. They uphold public safety by enforcing hunting and firearm laws and they investigate gruesome injuries and even deaths from tragic hunting-related accidents. It's a highly skilled and dangerous law enforcement job.

Conservation Officers are also our front-line defense in the prevention of the introduction and spread of invasive species in Ontario. There are approximately 1.076 million square km in Ontario. So, with less than 200 field Conservation Officers to cover it, that is an average of approximately 5,380 square km per each field Conservation Officer.

Conservation Officers perform comparable work to Police Officers and other Enforcement Officers within the province and are professional, armed Peace Officers trained to police standards and undergo the same training as the Ontario Provincial Police (OPP).

The Council of [Municipality] does hereby support the Ontario Conservation Officers Association (OCCA) in their efforts to have Conservation Officers in the Province of Ontario reclassified as Enforcement Officers and be compensated fairly. It is important for us that our Natural Resources be enjoyable for generations to come.

Please find attached resolution [Number] affirming the support from the Council for the [Municipality].

Your truly,

Mayor/Reeve

[Municipality Name]

[Name of the Members]

c.c. Hon. Graydon Smith, Minister of Natural Resources and Forestry
John Vanthof, Local Provincial Member of Parliament
Temiskaming Municipal Association
Federation of Northern Ontario Municipalities

Encl.

To: Mayor and Council **Report No:** _____

From: _____ **Department:** _____

Subject: Letter of Support – Conservation Officer Reclassification

Attachment(s): Letter of Support

Recommendation:

WHEREAS Ontario has 196 field Conservation Officers including 6 canine handlers who provide protection to Municipalities Natural Resources and uphold public safety by enforcing hunting and firearm laws and investigate gruesome injuries and even deaths that result from hunting-related accidents; in addition, Conservation Officers are often First Responders and ensure public safety by facilitating evacuations and enforcing Emergency Area orders during forest fires during record breaking wildfires such as we witnessed this past summer; and

WHEREAS Conservation Officers perform comparable work to Police Officers and other Enforcement Officers within the province and are professional, armed Peace Officers trained to police standards and undergo the same training; and

WHEREAS Ontario Municipalities are required that their constituents are informed, and their interests are safeguarded and ensure they have access to outreach and natural resources compliance services; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the [Municipality] does here by support the Ontario Conservation Officer's Association (OCCA) in their efforts to have Conservation Officers in the Province of Ontario reclassified as Enforcement Officers and be compensated fairly; and

FURTHER request the support of all Ontario Municipalities; and

FURTHERMORE, THAT this resolution with a letter of support be forwarded to Ontario Premier Doug Ford, the Minister of Natural Resources Graydon Smith, the Local Provincial Member of Parliament (MPP) John Vanthof, Temiskaming Municipal Association and the Federation of Northern Ontario Municipalities.

Background:

Ontario's Conservation Officers protect our beloved natural resources and wildlife. They uphold public safety by enforcing hunting and firearm laws and they investigate gruesome injuries and even deaths that result from hunting-related accidents. It's a highly skilled

and dangerous law enforcement job. This work can be emotional and traumatizing. This work is often solitary, with Officers working alone in remote areas during inclement weather.

But Conservation Officers aren't recognized, or compensated properly, for the work they do and risks they face. Morale is low, turnover is high and short staffing is putting public safety at risk.

As Municipalities we can support Ontario's Conservation Officers by sending our MPP, the Premier Doug Ford and the Minister of Natural Resources and Forestry, Graydon Smith a letter, to demand that Conservation Officer's are reclassified as Enforcement Officers and be compensated fairly.

Information:

Conservation Officers are a valuable part of our community. They protect our natural resources. They perform outreach and educate the public and they ensure public safety by conducting hunting safety, snowmobile, ATV, and vessel enforcement. They prevent the introduction and spread of invasive species in Ontario.

Public safety legislation includes rules relates to helmets, lifejackets, and other safety and navigational equipment, liquor consumption while operating a vehicle, and dam construction or alteration. This includes enforcing hunting rules related to hunting safety, forest fires, and oil, gas, and aggregates extraction.

Conservation Officers mission is to safeguard the public interest by leading and delivering outreach and natural resources compliance services. They enforce over 25 acts and regulations and work from 48 locations across the province to lead year-round field compliance checks to protect and regulate natural resources and keep the public safe.

Conservation Officers have been engaged in our community in various activities aimed at helping our citizens such as running food drives to help local food banks. They also attend outdoor shows and fishing derbies, local fish and game clubs, trapping councils and naturalists, school classrooms, youth clubs and family focused outdoor events.

In conclusion, they provide investigative and enforcement services related to the safe and sustainable use of natural resources for people to enjoy for generations to come!

Prepared By: _____

Date: _____



The Corporation of The Town of Amherstburg

November 21, 2023

SENT VIA EMAIL

Premier of Ontario
Legislative Building
Queens Park
Toronto, ON, M7A 1A4
VIA EMAIL: premier@ontario.ca

Attn: The Honourable Doug Ford Premier of Ontario

Re: Cigarette Producer Responsibility

Dear Premier Ford,

At its meeting on November 13, 2023 the Town of Amherstburg Council considered a resolution passed by the Council of the Corporation of The Township of The Archipelago in support of amending legislation to ensure cigarette manufacturers are responsible for the collection, recycling, and proper disposal of cigarette waste and passed the following resolution:

Resolution # 20231113-009

Moved By Councillor Allaire
Seconded By Councillor Pouget

That a letter of support for item 16.1 - Township of The Archipelago | Resolution 2023-178 Cigarette Producer Responsibility **BE SENT** to all municipalities and the appropriate Minister.

Sincerely,

Michael Prue, Mayor
Town of Amherstburg

The Corporation of the Township of Douro-Dummer

By-law Number 2023-54

**Being a By-law to authorize the execution of an Agreement between
the Corporation of the Township of Douro-Dummer
the Corporation of the Township of Asphodel-Norwood, the
Corporation of the Township of Cavan-Monaghan, the Corporation of
the Township of Trent Lakes, the Corporation of the Township of
Havelock-Belmont-Methuen, the Corporation of the Township of North
Kawartha, the Corporation of the Township of Otonabee-South
Monaghan, the Corporation of the Township of Selwyn, the Corporation
of the County of Peterborough and
the Corporation of the City of Peterborough
(Fire Department Communications Services Agreement)**

Whereas the Municipal Act, 2001, c. 25, s. 19 (2) provides that a municipality may exercise its powers, other than its power to impose taxes, to provide a municipal system to provide a service or thing in an area in another municipality or in unorganized territory if one of the purposes for so acting is for its own purposes and if one of the following conditions applies:

1. The service or thing is provided only to inhabitants of the municipality providing the service or thing.
2. The other municipality is a single-tier municipality and the service or thing is provided with its consent.
3. The other municipality is a lower-tier municipality and the service or thing is provided with the consent of,
 - i. the lower-tier municipality, if it has jurisdiction to provide the service or thing in the area,
 - ii. its upper-tier municipality, if it has that jurisdiction, or
 - iii. both the lower-tier municipality and its upper-tier municipality, if they both have that jurisdiction.
4. The service or thing is provided in unorganized territory,
 - i. with the consent of a local body that has jurisdiction to provide the service or thing in the area, or
 - ii. with the consent of the person who receives the service or thing, if no local body has jurisdiction.

And Whereas the Municipal Act, 2001, c. 25, s. 20 (1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

And Whereas the Township of Asphodel-Norwood, the Township of Cavan-Monaghan, the Township of Douro-Dummer, the Township of Trent Lakes, the Township of Havelock-Belmont-Methuen, the Township of North Kawartha, the Township of Otonabee-South Monaghan, the Township of Selwyn, the County of Peterborough and the City of Peterborough have individually expressed a desire to enter into a Fire Communications Services Agreement and have jointly negotiated the terms and conditions upon which the delivery of Fire Communications Services will be provided for on behalf of the respective municipalities.

Now Therefore the Council of the Corporation of the Township of Douro-Dummer enacts as follows:

1. That the Mayor and the Clerk be and are hereby authorized and directed to execute that certain Agreement for the provision of Fire Communication Services in the form and manner as set out in Appendix "A" attached hereto, and affix the Corporate Seal thereto.
2. That any By-laws or parts thereof that conflict with this By-law be hereby repealed.

Passed in open Council this 5th day of December, 2023

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

Fire Communications Services Agreement

Agreement made this _____ day of March, 2024.

Between

The Corporation of the Township of Asphodel-Norwood
hereinafter referred to as a "Municipality" of the first part

-and-

The Corporation of the Township of Cavan Monaghan
hereinafter referred to as a "Municipality" of the second part

-and-

The Corporation of the Township of Douro-Dummer
hereinafter referred to as a "Municipality" of the third part

-and-

The Corporation of the Municipality of Trent Lakes
hereinafter referred to as a "Municipality" of the fourth part

-and-

The Corporation of the Township of Havelock-Belmont-Methuen
hereinafter referred to as a "Municipality" of the fifth part

- and—

The Corporation of the Township of North Kawartha
hereinafter referred to as a "Municipality" of the sixth part

- and -

The Corporation of the Township of Otonabee-South Monaghan
hereinafter referred to as a "Municipality" of the seventh part

-and-

The Corporation of the Township of Selwyn
hereinafter referred to as a "Municipality" of the eighth part

-and -

The Corporation of the County of Peterborough
hereinafter referred to as the "County" of the ninth part

- and -

The Corporation of the City of Peterborough
hereinafter referred to as the "City" of the tenth part.

WHEREAS By-laws have been enacted by the City, County and Municipalities pursuant to the provisions of section 20(1) of the **Municipal Act, 2001**, S.O. 2001,

c.25., to authorize an agreement between them pursuant to which the City will provide certain communications equipment and services to the Municipalities and the County with a view to increasing public safety of the residents in the areas to which the Municipalities supply fire protection services and the County supplies mapping data, coordination of Emergency Planning, and the administration of 911 addressing.

NOW WITNESS in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. In this Agreement,

(a) "Communications Services" means the following:

- i. receipt of all fire emergency notifications within the Municipalities and the County as received from the 9-1-1 Public Safety Answering Point (PSAP);
- ii. notification (dispatch) of required personnel, apparatus and equipment of the Municipalities' fire protection services as specified in Appendix B;
- iii. radio communications during emergency responses, with responding apparatus and firefighters from the Municipalities and/or the County;
- iv. administrative duties for incident and benchmark details and other services identified by the Municipalities and the County in respect to the delivery of Communication Services, as specified in Appendix D;
- v. administrative and business communications dealing with Communications Services that are sent by a Municipal Fire Department via email, telephone, fax or verbally conveyed in person to the Manager of Staffing and Logistics of the City's Fire Department; and
- vi. communications of an operational and/or an emergency nature (other than those that occur in the course of a normal incident) dealing with Communications Services sent by a Municipal Fire Department via email, telephone, fax, or verbally conveyed in person to the Deputy Fire Chief of the City's Fire Department.

(b) "City" means The Corporation of the City of Peterborough;

(c) "County" means The Corporation of the County of Peterborough;

(d) "Designate" means the person who, in the absence of the Fire Chief, is assigned to be in charge of the particular activity of the Fire Department, and who has the same powers and authority as the Fire Chief;

(e) "Fire Chief" means the Chief of a party's Fire Department and includes that Fire Chief's Designate;

- (f) "Fire Department" means the municipal fire service of any Municipality and of the City;
 - (g) "Municipalities" means the Townships within the County;
 - (h) "Municipality" means a Township within the County;
 - (i) "Operator" means a person who provides Communication Services;
 - (j) "Paramedic Deputy Chief" means the Paramedic Deputy Chief, Community Programming and Emergency Management of the County;
 - (k) "Service Area" means the geographic area(s) of the County, which are set forth in Appendix A, and includes those areas covered by Automatic Aid agreements;
 - (l) "Term" means the period commencing on April 1, 2024 and expiring on March 31, 2029.
2. The City will provide, except as hereinafter limited or excluded, Communications Services for the Municipalities and the County during the Term. The provision of Communication Services by the City will be in accordance with NFPA 1221 Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems and NFPA 1061 Standard for Public Safety Telecommunications Personnel Professional Qualifications.
3. In consideration of the Communications Services provided by the City to the Municipalities and the County, the County shall pay to the City an annual fee for each year of the Term as specified below. The annual fee shall be paid in equal quarterly installments on the first day of April, July, October and January of each year of the Term.
- (a) The annual fee for the period from April 1, 2024 to March 31, 2025 is \$401,673.35;
 - (b) The annual fee for the period from April 1, 2025 to March 31, 2026 is \$472,271.46;
 - (c) The annual fee for the period from April 1, 2026 to March 31, 2027 is \$555,277.89;
 - (d) The annual fee for the period from April 1, 2027 to March 31, 2028 is \$652,873.53;
 - (e) The annual fee for the period from April 1, 2028 to March 31, 2029 is \$767,622.58
4. The parties acknowledge that the annual fee is based, in part, on the estimated call volumes shown in Appendix C. In addition to the annual fee, if the actual County total call volume in any year of the Term exceeds the estimated County total call volume for that year, the County shall pay to the City the further sum of one hundred seventy five dollars (\$175) for

each call that exceeds the estimated County total call volume for that year. Payment shall be made forthwith upon receipt of an invoice. Each Municipality whose call volume for that year exceeded the estimate for that Municipality shall pay to the County an amount equal to that Municipality's rateable share of the additional payment made by the County to the City.

5. The County will provide financial administration of the Agreement on behalf of the Municipalities, receive payments on the City's behalf from the Municipalities and send invoicing to the Municipalities in accordance with the proportions specified in Appendix C.
6. A Municipality may, on no fewer than 120 days' notice to the County and the City, elect to withdraw as a party to this Agreement as at the effective date of the notice ("Effective Date") at which time the Municipality will cease to be a party to this Agreement and will no longer be subject to the obligations of this Agreement or have rights under this Agreement. The annual fee payable by the County to the City will decrease by an amount equal to the withdrawing Municipality's proportional share for each remaining year of the Term, prorated in the year of withdrawal to the Effective Date. Appendix C will be amended as at the Effective Date to correspondingly adjust each other Municipality's proportional share of the revised estimated County total call volume.

Notwithstanding anything else in this Agreement, if the number of Municipalities that are parties to this Agreement is fewer than five (5), the County may, on no fewer than 180 days' notice to the City, terminate this Agreement as at the effective date of the notice. Any such termination will be without prejudice to the rights of the County, the City and the Municipalities to negotiate a new agreement for Communications Services.

7. Notwithstanding anything else in this Agreement, the City may limit or alter Communications Services provided to the parties if, in the City Fire Chief's determination, the City is unable to provide Communications Services by reason of any of the following:
 - (a) an emergency call volume associated with a declared or undeclared state of emergency;
 - (b) an abnormal increase of incidents being handled by Operators; or
 - (c) failure or impairment of equipment related to Communications Services.
8. In the event that Communications Services are not provided in the circumstances set out in section 7 above,
 - (a) the City's Fire Chief shall promptly notify the Paramedic Deputy Chief and the Fire Chief of each affected Municipality;

- (b) the County shall demonstrate due diligence to address the failure or impairment of any radio-telecommunications equipment that is owned or operated by the County and used in relation to Communication Services; and
 - (c) subject to paragraph (b) above, the City and the County shall demonstrate due diligence to address the failure or impairment of any equipment used in relation to Communications Services.
- 9. The City shall not be deemed to be in default of this Agreement where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including, but not limited to an act of God, an act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics and an inability to perform due to causes beyond the reasonable control of the City (“Force Majeure”). In the event of Force Majeure, the City shall promptly notify the Municipalities and County of its inability to provide Communication Services. The parties shall explore all reasonable avenues available to avoid or resolve events of Force Majeure in the shortest time possible, but this requirement shall not oblige the party suffering a strike, lockout or labour dispute to compromise its position in such an event of Force Majeure.
- 10. The City and the County agree to provide notice to the other parties on or before April 1, 2028, as to whether the City or the County wishes to negotiate an extension of this Agreement or to have the Agreement terminate on March 31, 2029. No such notice shall bind the parties to an extension of this Agreement.
- 11. The County shall provide to the City, any Municipal mapping changes and/or updates, both in print and digital format, which are required for the City’s Communications Centre and the provision of Communication Services. The County shall be responsible for changes, edits and corrections to all data to the satisfaction of the City. The City shall update its Computer Aided Dispatch (CAD) system and support mapping with the information provided by the County.
- 12. Each party (“Indemnifying Party”) will indemnify and save harmless each other party from all costs, losses, damages, judgments, claims, demands, suits, actions or other proceedings in any manner based upon or attributable to anything done or omitted to be done by the Indemnifying Party, its Administrators, Officers, Employees, Agents and Volunteers in relation to an obligation of the Indemnifying Party during the Term pursuant to this Agreement.
- 13. The City agrees to carry a minimum of five million dollars (\$5,000,000.00) Commercial General Liability insurance and will name the County and the Municipalities as additional insureds. The County agrees to carry a

minimum of five million dollars (\$5,000,000.00) Commercial General Liability insurance and will name the City and the Municipalities as additional insureds. Each insurance policy shall:

- (a) be with an insurer licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-;
- (b) contain a deductible amount that is satisfactory to the parties, each acting reasonably;
- (c) provide that the policy shall be non-contributing with, and shall apply only as primary and not as excess to, any other insurance available to the insuring party; and
- (d) provide that the insurance shall not be cancelled or permitted to lapse unless the insurer has notified the insuring party in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The City and the County shall:

- (a) forthwith and from time to time provide or cause to be provided to the other a certificate from its insurer (or insurers) which shows to the other's satisfaction that the policy of insurance and renewal thereof complies with the requirements of this Agreement; and
 - (b) be solely responsible for all deductibles under each policy of insurance.
13. This Agreement and the appendices attached constitute the complete and exclusive statement of the Agreement between the parties which supersedes all other communications between the parties relating to the subject matter of this Agreement.
 14. Any notice required to be given pursuant to this Agreement may be served or given by prepaid registered mail, by personal mail, email or by service by facsimile transmission to the Clerk of a party.
 15. Nothing in this Agreement shall be construed to place the parties in the relationship of partners, joint venturers, principal/agent, or employer/employee.
 16. This Agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.
 17. This Agreement, including its appendices, may be disclosed upon request, whether pursuant to the **Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, c.M-56 ("MFIPPA") or otherwise. Information requests shall be as addressed in the manner specified in Appendix D and in accordance with MFIPPA.
 18. This Agreement shall be interpreted in accordance with the law of the Province of Ontario.

19. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
20. The parties consent and agree to the use of electronic signatures with respect to this Agreement including the use of Adobe Acrobat Sign.

The parties hereto have hereunto affixed the signatures of their duly authorized officers.

The Corporation of the Township of Asphodel-Norwood

Mayor _____

Clerk _____

The Corporation of the Township of Cavan Monaghan

Mayor _____

Clerk _____

The Corporation of the Township of Douro-Dummer

Mayor _____

CAO _____

The Corporation of the Municipality of Trent Lakes

Mayor _____

Clerk _____

The Corporation of the Township of Havelock-Belmont-Methuen

Mayor _____

Clerk _____

The Corporation of the Township of North Kawartha

Mayor _____

Clerk _____

The Corporation of the Township of Otonabee-South Monaghan

Mayor _____

Clerk _____

The Corporation of the Township of Selwyn

Mayor _____

Clerk _____

The Corporation of the County of Peterborough

Warden _____

Clerk _____

The Corporation of the City of Peterborough

Mayor _____
Clerk _____

APPENDIX "A"

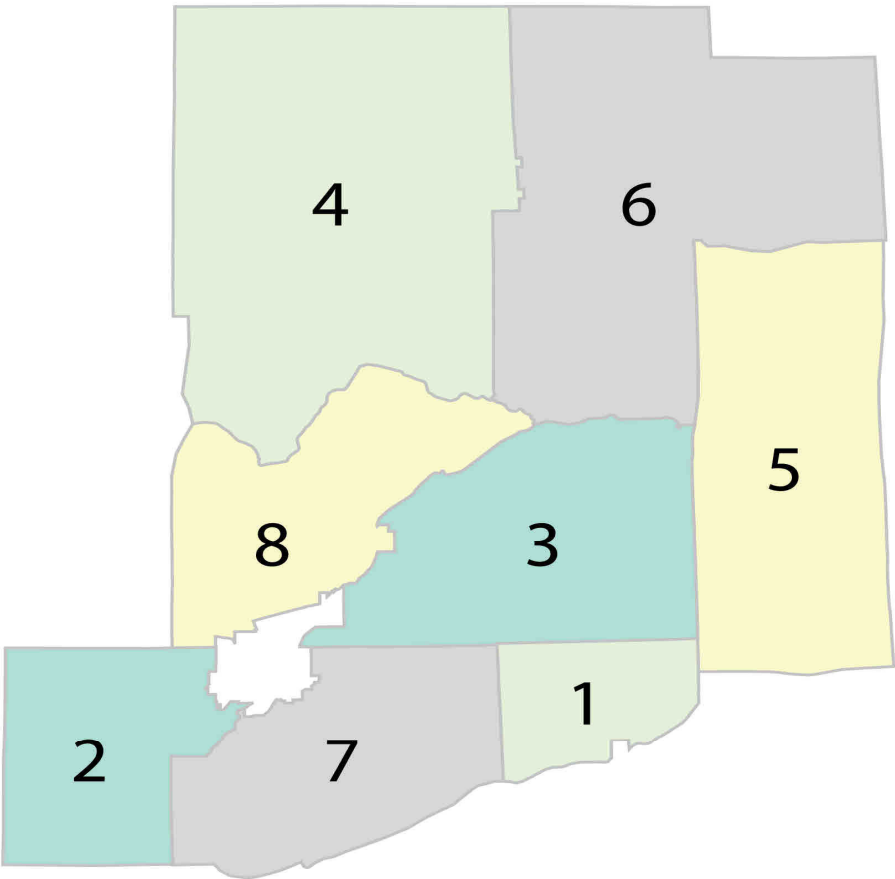
Mapping:

The County of Peterborough shall provide mapping and required information to the City outlining the individual municipal coverage and service areas including any boundary areas identified in municipal agreements.

SERVICE AREAS

Township of Asphodel-Norwood	1
Township of Cavan Monaghan	2
Township of Douro-Dummer	3
Municipality of Trent Lakes	4
Township of Havelock-Belmont-Methuen	5
Township of North Kawartha	6
Township of Otonabee-South Monaghan	7
Township of Selwyn	8

The Fire Chief for each Municipality shall be responsible for advising the City about any existing, revised or new Automatic Aid agreements. Revisions and alterations to mapping shall be addressed through the City’s Manager of Staffing and Logistics.



APPENDIX "B"

Station Response Protocol Notes

Upon assessment of the information received, and in the interest of public safety, additional apparatus may be dispatched on the first alarm at the discretion of the Operator.

Response levels may be impacted due to extenuating factors such as time of day, day of week, time of year, available personnel, apparatus and equipment shortages, declared or undeclared states of emergency and environmental conditions.

Detailed criteria for any particular emergency response shall be provided by the Fire Chief from each Municipality to the Manager of Staffing and Logistics in the format outlined on the Zone Worksheet.

This form should be reviewed annually by the Fire Chief of each Municipality with the Manager of Staffing and Logistics at the City's Fire Department.

APPENDIX "B"

Zone Worksheet

Incident Type Description	Ptb 1	Ptb 2	Ptb 3	Ptb 1-3	Ptb 2-3	Ptb 1-2	Airport
Medical	P2	M1->P2	M1->P1	M1->P1	P3	M1->P3	P3
Burning Complaints	P2	P2	P1	P1	P3	P3	P3
CO Detector without Symptoms	P2	P2	P1	P1	P3	P3	P3
Arcing Wires	P2	P2	P1	P1	P3	P3	P3
Assistance to Other Agencies	P2	P2	P1	P1	P3	P3	P3
Class 1 Response	P2	P2	P1	P1	P3	P3	P3
Smoke Alarms Activated	P2	P2	P1	P1	P3	P3	P3
CO Detector with Symptoms	P2	P2	P1	P1	P3	P3	P3
Courtesy Calls	P2	P2	P1	P1	P3	P3	P3
Elevator Rescues	P2	P2	P1	P1	P3	P3	P3
Fires - Rubbish	P2	P2	P1	P1	P3	P3	P3
Flooded Basements	P2	P2	P1	P1	P3	P3	P3
Gasoline Leak	P2	P2	P1	P1	P3	P3	P3
Lift Assists	P2	P2	P1	P1	P3	P3	P3
Odour Investigations	P2	P2	P1	P1	P3	P3	P3
Post Fire Check	P2	P2	P1	P1	P3	P3	P3
Public Assistance	P2	P2	P1	P1	P3	P3	P3
TEST	P2	P2	P1	P1	P3	P3	P3
Wash Downs / Spills	P2	P2	P1	P1	P3	P3	P3
Class 2 Response	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1

Electrical	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Chimney	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Dumpster	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Grass	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Small Structure	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Fires - Vehicle Not in Struct.	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Hazmat - Minor	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
MVC	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
MVC - Multi (3+)	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
MVC - Pedestrian Accident	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Natural Gas/Propane Leak	P2,P1	P2,P1	P1,P2	P1,P3	P3,P1	P3,P1	P3,P1
Automatic Alarms	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Bomb Threat / Standby	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Building Collapse	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Class 3 Response	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Explosions	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Fires - Natural Gas/Propane	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Fires - Structure	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Fires - Vehicle In Structure	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Hazmat - Major	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Confined Space	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - High Angle	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Person Trapped	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Trench	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1
Rescue - Water/Ice	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P1,P2,P3,A1,C1	P3,P1,C1

APPENDIX "C"

	<u>SEL</u>	<u>TL</u>	<u>DD</u>	<u>OSM</u>	<u>AN</u>	<u>CM</u>	<u>NK</u>	<u>HBM</u>	<u>COUNTY</u>	<u>TOTAL</u>
2021 Household Census Data	8,540	5,750	3,601	3,050	1,985	3,704	3,693	3,856		34,179
% of Households	24.99%	16.82%	10.54%	8.92%	5.81%	10.84%	10.80%	11.28%		100.00%
2022 Call Volume	1,387	518	430	496	333	683	341	450		4,638
			Note 1					Note 1		
2024 Cost per household	\$93,514.66	\$62,963.62	\$39,431.65	\$33,398.09	\$21,736.14	\$40,559.52	\$40,439.07	\$42,223.95	\$ 27,406.64	\$401,673.35
2024 Estimated Call Volume	1,444	539	448	516	347	711	355	468		4,828
2025 Cost per household	\$110,223.07	\$74,213.43	\$46,476.97	\$39,365.38	\$25,619.77	\$47,806.35	\$47,664.38	\$49,768.17	\$31,133.94	\$472,271.46
2025 Estimated Call Volume	1,503	561	466	538	361	740	370	488		5,026
2026 Cost per household	\$129,905.18	\$87,465.43	\$54,776.18	\$46,394.71	\$30,194.59	\$56,342.95	\$56,175.62	\$58,655.08	\$35,368.16	\$555,277.89
2026 Estimated Call Volume	1,565	584	485	560	376	771	385	508		5,232
2027 Cost per household	\$153,088.68	\$103,074.93	\$64,551.79	\$54,674.53	\$35,583.26	\$66,398.18	\$66,200.99	\$69,122.94	\$40,178.23	\$652,873.53
2027 Estimated Call Volume	1,629	608	505	582	391	802	400	528		5,447
2028 Cost per household	\$180,394.69	\$121,460.13	\$76,065.72	\$64,426.68	\$41,930.15	\$78,241.44	\$78,009.09	\$81,452.22	\$45,642.47	\$767,622.58
2028 Estimated Call Volume	1,696	633	526	606	407	835	417	550		5,670
Note 1 - Number set higher due to lower 2022 from average call growth.										

APPENDIX "D"

Operational Criteria

- 1) Requests for voice recordings, incident reports, day to day operational concerns, station response protocol changes, etc., shall be conveyed on PFS Form #093 to the Manager of Staffing and Logistics at Peterborough Fire Services.
Communication of a more urgent nature is to be directed to the City Deputy Fire Chief and if unavailable, then to the City Fire Chief.
- 2) All existing Municipal emergency lines will be forwarded through Bell to the City Communications Centre.
- 3) At the conclusion of each emergency incident the response data will be transferred to the appropriate Municipal Fire Department via electronic file transfer and/or email (see sample in Schedule 1 of Appendix D). The City will provide a daily activity report to each Municipality (see sample in Schedule 2 of Appendix D).
- 4) The City is not responsible for third party paging systems and requires Municipalities provide back-up communication plans in the event of a failure of any third party paging systems. The City Communications Centre shall have the opportunity to test back-up communication plans periodically during the term of this Agreement.
- 5) The County is solely responsible for maintaining the County owned radio repeater system in operational condition.

APPENDIX "D"

Schedule 1

Incident Report

PFD #	26160108	County Call #	
Inc Begin Time	2023-01-08 8:13:41	Inc End Time	2023-01-08 8:20:05
Dispatch Time	0 Mins 28 Secs	Response Time	6 Mins 3 Secs
Location	0 [None selected]	[None selected]	
Cross Street	[None selected]	Unit	
Property Code	[None selected]		
Response Type		Inc. Type	TEST
Caller Info		Phone #	
Alarm to Dept.	01 911	Platoon	[Non Station [None selected]
Department	[None selected]	Dispatcher	[None selected]
Dispatcher 2	[None selected]	Dispatcher 3	[None selected]
Auto-Aid	No	Auto-Aid #	

Benchmarks

Command Established	Situation under Control
Primary Search Completed	Loss Stopped
Pump On	PumpOff
Extinguishing Agent Applied	Post Inc Watch Posted
Fire Chief	Requested On Scene
Deputy Chief	
Fire Prevention	
Inc Safety Officer	

Other Agency Benchmarks

Auto Aid	Requested On Scene	Police File Number
Police		
Public Works		
Gas		
Electrical		
Water		
OFM		
Disaster Trust Fund		
City Env. Protection		

Incident Report

PFD # 26160108
Inc Begin Time 2023-01-08 8:13:41

County Call #
Inc End Time 2023-01-08 8:20:05

Medical

Ambulance Run # 0	TIF Queue Time
Ambulance Requested	
Ambulance on Scene	EMS Patient Contact
Amb Already on Scene	Fire Patient Contact

Officers

Platoon Chief [None selected]
Captain [None selected]

Damages

Building Loss	Contents Loss
---------------	---------------

Responding Apparatus

Apparatus	Dispatch Time	Responding	Onscene	Returning	Back in Service	Redeployed
PB Aerial 1	8:14:09	8:15:32	8:19:44	8:19:44	8:19:45	
PB Car 1 PC	8:14:09	8:14:16	8:19:49	8:19:50	8:19:51	
PB Medi-1	8:14:46	8:15:38	8:19:58	8:19:59	8:20:00	
PB Pump 1	8:14:09	8:15:23	8:19:46	8:19:47	8:19:48	
PB Pump 2	8:14:09	8:15:38	8:19:55	8:19:56	8:19:57	
PB Pump 3	8:14:09	8:15:01	8:19:52	8:19:53	8:19:54	

Attendees

Name	Rank
	FireFighter 1
	FireFighter 5
	[None selected]
	Acting Captain
	FireFighter 1

Incident Number: 26160108

2023-11-02 3:58:16 PM

Page 2 of 3

OFM / Incident Statistics

Fire Origin (Area)	Property Complex
Fire Origin (Level)	Building Status
Igniting Object	Building Height
Fuel/Energy Igniting Obj	Occupancy Status
Vehicle Fuel Source	Cause (Possible)
Vehicle Primary Purpose	InsuranceCoverage

CAD Notes

BPILLING **8:13:49** Address change from BLANK Address to 210 SHERBROOKE ST, PETERBOROUGH

Schedule 2 – Sample Form

DAILY INCIDENT REPORT

Incident Report For : 2013-04-24 06:30 to 2013-04-25 07:00

Incident ID: 11099722 - 2013-04-24 08:29:07 - Automatic Alarms

██████████ ST W, PETERBOROUGH Dispatch Time: 0 Min. 25 Sec. Response Time: 3 Min. 4 Sec. OFM Code: 24 Other Cooking/toasting/smoke/steam (n

Incident ID: 11100041 - 2013-04-24 09:17:04 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 33 Sec. Response Time: 4 Min. 38 Sec. OFM Code: 73 Seizure

Incident ID: 11100129 - 2013-04-24 14:12:30 - Medical

██████████, PETERBOROUGH Dispatch Time: 1 Min. 33 Sec. Response Time: 4 Min. 25 Sec. OFM Code: 76 Chest pains or suspected heart attack

Incident ID: 11100157 - 2013-04-24 14:30:25 - MVC

██████████, PETERBOROUGH Dispatch Time: 0 Min. 14 Sec. Response Time: 7 Min. 8 Sec. OFM Code: 62 Vehicle Collision

Incident ID: 11100295 - 2013-04-24 15:16:52 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 22 Sec. Response Time: 2 Min. 0 Sec. OFM Code: 88 Accident or illness related - cuts,

Incident ID: 11100374 - 2013-04-24 15:22:47 - MVC

██████████, PETERBOROUGH Dispatch Time: 0 Min. 32 Sec. Response Time: 5 Min. 11 Sec. OFM Code: 62 Vehicle Collision

Incident ID: 11100678 - 2013-04-24 18:37:33 - Public Assistance

██████████, PETERBOROUGH Dispatch Time: 0 Min. 20 Sec. Response Time: 3 Min. 18 Sec. OFM Code: 94 Other Public Service

Incident ID: 11100868 - 2013-04-24 21:34:26 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 30 Sec. Response Time: 5 Min. 0 Sec. OFM Code: 89 Other Medical/Resuscitator Call

Incident ID: 11100895 - 2013-04-24 21:57:09 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 37 Sec. Response Time: 3 Min. 8 Sec. OFM Code: 76 Chest pains or suspected heart attack

Incident ID: 11100919 - 2013-04-24 22:02:07 - Medical

██████████, PETERBOROUGH Dispatch Time: 0 Min. 32 Sec. Response Time: 5 Min. 54 Sec. OFM Code: 76 Chest pains or suspected heart attack

Corporation of the Township of Douro-Dummer

By-law Number 2023-55

**Being a By-law to appoint a Chief Building Official and
Repeal By-laws 2021-54 and 2022-52**

Whereas Section 3, Subsection (2) of the Building Code Act, S.O. 1992, C.23, as amended, provides that each municipality shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of the Act in the areas in which the municipality had jurisdiction;

And Whereas the Township of Douro-Dummer deems it necessary to appoint a Chief Building Official;

Now Therefore the Council of The Corporation of the Township of Douro-Dummer hereby enacts as follows:

1. That Don Helleman is hereby appointed as the Chief Building Official under the provisions of the Building Code Act.
2. That By-laws 2021-54 - Appointment of Building Inspector/By-law Enforcement Officer and By-law 2022-52- Appointment of a Temporary Chief Building Official are hereby repealed.
3. That By-law 2022-27 – Appointment of a Chief Building Official and Inspectors of the Township of Douro-Dummer and the Delegation of Appointment Powers, as Amended, be further amended to replace the number “2022-52” in Section 1 of the By-law with the number “2023-55”.
4. That this by-law shall come into full force and effect on the 5th day of December, 2023.

Passed in open Council this 5th day of December, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

The Corporation of the Township of Douro-Dummer

By-law Number 2023-56

A By-Law to Prohibit and Regulate Certain Public Nuisances within the Township of Douro-Dummer

Whereas the Council of the Township of Douro-Dummer deems it appropriate to enact a by-law to prohibit and regulate certain public nuisances within the Township of Douro-Dummer pursuant to sections 128 and 129 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ("*Municipal Act, 2001*") as amended;

And Whereas section 10 of the *Municipal Act, 2001* provides that a Municipality may pass by-laws respecting: economic, social and environmental well-being of the Municipality; health safety and well-being of persons; and the protection of persons and property.

And Whereas section 444 of the *Municipal Act, 2001* authorizes municipalities to make orders requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

And Whereas sections 445 and 446 of the *Municipal Act, 2001* authorize municipalities to issue work orders and in default of a work order being completed by the person directed or required to do it, the work shall be done by the Municipality at the person's expense by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

And Whereas section 128 of the Act provides that, without limiting sections 9 and 10, a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of the Council of the Township of Douro-Dummer, are or could become, or cause public nuisances;

Now Therefore Be It Resolved that the Council of The Corporation of the Township of Douro-Dummer hereby enacts as follows:

Interpretation:

1. Definitions

In this By-law:

- 1.1. **By-law** means this By-law to prohibit and regulate certain nuisances within the Township of Douro-Dummer;
- 1.2. **Canada Post** means Canada Post Corporation established by the Canada Post Corporation Act, R.S.C., 1985, c. C-10;
- 1.3. **Cannabis Plant** means a plant that belongs to the genus Cannabis and, in the absence of evidence to the contrary, includes any plant described as cannabis or by a name that is commonly applied to cannabis;
- 1.4. **Clearly Audible** means sound that can be heard, and in the case where multiple sounds are heard, the most dominant sound;

- 1.5. **Cultivate, Cultivated, Cultivating or Cultivation** in respect of cannabis, means to grow, propagate or to harvest cannabis plants and includes the possession of cannabis plants;
- 1.6. **Defecate** means to discharge excrement from the human body;
- 1.7. **Fight** means any confrontation involving violent physical contact between two or more people;
- 1.8. **Graffiti** means one or more letters, symbols, figures, images, etchings, scratches, inscriptions, stains or other markings howsoever made or affixed to a property that disfigure, deface or otherwise mar said property;
- 1.9. **Highway** includes a common and public highway, street, avenue parkway, driveway, fire route, square, place, bridge, part of which is intended for use or used, by the general public for the passage of vehicles or persons, and includes the area between the lateral property lines thereof, including sidewalks and boulevards;
- 1.10. **Litter** means any cigarettes, paper, cardboard, bottles, glass or other such material or garbage;
- 1.11. **Loiter** means lingering on the way, to travel indolently with frequent pauses without any apparent destination;
- 1.12. **Municipality** means the Township of Douro-Dummer;
- 1.13. **Nuisance** means anything that is injurious to health, indecent, offensive to any of the Senses, or results in the loss of enjoyment of normal use of property;
- 1.14. **Nuisance Party** means a social gathering on Premises which, by reason of the conduct of the Persons in attendance, is annoying, unpleasant, indecent or offensive to the senses of another person, or otherwise interferes with the comfortable enjoyment of life and property by another person and includes but not limited to:
 - (i) disorderly conduct;
 - (ii) public drunkenness or public intoxication;
 - (iii) the unlawful sale, furnishing, or distribution of alcoholic beverages or controlled substances or illegal substances;
 - (iv) the deposit or refuse on public or private property;
 - (v) damage to or destruction of public or private property;
 - (vi) pedestrian traffic, vehicular traffic, or illegal parking that obstructs the free flow of traffic or could interfere with the ability to provide emergency services;
 - (vii) unreasonable noise created by yelling, shouting, hooting, whistling, singing or other vocal expression or by the use of sound amplification device that is clearly audible at a Point of Reception;
 - (viii) unlawful open burning or fireworks;

- (ix) public disturbances, including public brawls or public fights or violence;
 - (x) outdoor public urination or defecation;
 - (xi) use or entry upon a roof not intended for such occupancy;
- 1.15. **Owner** means the registered owner of a property and includes a property manager, occupant, tenant, or any Person who otherwise has rightful possession of or possessory control of any premises;
- 1.16. **Officer** means a Police Officer or a Municipal Law Enforcement Officer appointed under any federal or provincial statute or regulation or Municipal By-law or any other person assigned or appointed by Council of the Municipality to administer or enforce this By-law and includes a person employed by the Municipality whose duties are to enforce this By-law;
- 1.17. **Person** means an individual, firm, corporation, association or partnership and includes an Owner;
- 1.18. **Point of Reception** means any point on the Premises of a Person where sound or vibration originating from other than those Premises is clearly audible to that Person, or any point in a Public Place/Public Space where sound is clearly Audible to a Person located more than 6 metre from the source of the sound.
- 1.19. **Porta Potty** means a portable building containing a toilet;
- 1.20. **Premises** means any Public Place/Public Space or private property in the Municipality, including but not limited to County Roads, municipally maintained roads, fire routes, parks, parking lots, beaches, fields, yards appurtenant to a building or dwelling or vacant lands;
- 1.21. **Public Place/Public Space** includes a Highway, sidewalk, pedestrian walkway or trail, property and any place to which the public have an expressed or implied right of access or access as of right or by invitation, is exposed to public view, whether or not the property is owned by the person contravening the By-law, but does not include a Washroom Facility;
- 1.22. **Senses** means a faculty by which the human body perceives an external stimulus and includes one or more of the faculties of sight, smell, hearing, taste and touch;
- 1.23. **Spit** means to eject phlegm, saliva, chewing tobacco, juice or any other substance from the mouth;
- 1.24. **Urinate** means to discharge urine from the human body;
- 1.25. **Vomit** means to eject matter from the stomach through the mouth; and
- 1.26. **Washroom Facility** means a room inside a building that is equipped with toilet facilities and includes a Porta Potty.

2. Application

- 2.1. This By-law applies to all persons, lands and properties in the Township of Douro-Dummer.

- 2.2. This By-Law shall not be interpreted as exempting any Person from the requirement to comply with any other Municipal By-Law. In the event of a conflict between the provisions of this By-law and any other Municipal by-law, the provisions which are more protective of the public assets of the Municipality, the economic, social and environmental well-being of the Municipality, the health, safety and well-being of persons in the Municipality, and persons and property in the Municipality, shall apply.

Restrictions

3. Prohibited Activity

- 3.1. No Person shall cause, create, permit or participate in a Nuisance in any Public Place/Public Space or Premises in the Township of Douro-Dummer.
- 3.2. No person shall Urinate, Defecate, Vomit or Spit in a Public Place/Public Space or Premises.
- 3.3. No person shall knock over or attempt to knock over a Canada Post mailbox, Canada Post relay box, newspaper box, recycling container, garbage container or other similar waste container, or any other structure or object, located in a Public Place/Public Space. This section shall not apply to:
- (a) Municipal employees or any person under contract to the Municipality while performing work in the normal course of their duties; or
 - (b) Canada Post employees or any person under contract to Canada Post while performing work in the normal course of their duties.
- 3.4. No person shall cause, create or permit light from the cultivation of cannabis plants to shine upon the land of others so as to be or to cause a Nuisance to any person or to the public generally.
- 3.5. Every owner or occupier of land shall ensure that no light from the Cultivation of cannabis plants on his or her land shines upon the land of others so as to be or to cause a Nuisance to any person or to the public generally.
- 3.6. Outdoor lighting and indoor lighting from the cultivation of cannabis plants that can be seen outdoors shall be operated, placed and maintained, or have a barrier placed and maintained, so as to prevent or block direct illumination of the interior of a building on adjoining land or lands regardless of whether a building has or may have a barrier, shades, drapes or other interior window coverings.
- 3.7. No person shall cause, create or permit the emission of an odour from the cultivation of cannabis plants so as to be or to cause a Nuisance to any person or to the public generally.
- 3.8. Every owner or occupier of land shall ensure that no emission of an odour from the cultivation of cannabis plants on his or her land is or causes a Nuisance to any person or to the public generally.
- 3.9. No person shall loiter in a Public Place/Public Space or Premises.
- 3.10. No one person shall participate in a fight in any Public Place/Public Space or Premises.

- 3.11. No person shall interfere with another Person's use and enjoyment of a Public Space/Public Place by using abusive or insulting language as a personal invective, directed at either an individual or identifiable group.
- 3.12. No person shall mark or apply, or cause, or permit graffiti to be placed on any property.
- 3.13. No person shall mark or apply graffiti on any Public Place/Public Space or Premises.
- 3.14. The Owner shall maintain the Owner's property free of graffiti.
- 3.15. No person shall leave, throw or deposit any bottles, glasses or other materials on public or private property.
- 3.16. No person shall sponsor, conduct, continue, host, create, attend, allow, cause or permit a Nuisance Party.
- 3.17. No person, who individually or jointly with others, is an owner, occupant, tenant or who otherwise has rightful possession of or control of any premises, shall allow, cause or permit a Nuisance Party on the premises under their possession or control.
- 3.18. Every person who sponsors, conducts, continues, hosts, creates, allows, causes or permits a Nuisance Party shall take all reasonable and lawful actions to end a Nuisance Party.

Enforcement

4. Enforcement

- 4.1. The provisions of this By-law may be enforced by an Officer.
- 4.2. If an Officer is satisfied that a contravention of this By-law has occurred, he or she may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity.
- 4.3. An order under section 4.2 shall set out:
 - (a) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred; and
 - (b) the date or dates by which there must be compliance with the order.
- 4.4. If an Officer is satisfied that a contravention of this By-law has occurred, he or she may make an order requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred, to do work to correct the contravention.
- 4.5. An order under section 4.4 shall set out:

- (a) reasonable particulars of the contravention adequate to identify the contravention and the location of the land on which the contravention occurred;
 - (b) the work to be completed:
 - (c) and the date by which the work must be complete.
- 4.6. An order under section 4.4 may require work to be done even though the facts which constitute the contravention of the By-law were present before the By-law making them a contravention came into force.
- 4.7. An order made under sections 4.2 or 4.4 may be served personally or by registered mail to the last known address of:
 - (a) the person who caused, created or permitted the offence; and
 - (b) the owner or occupier of the lands where the contravention occurred.
- 4.8. Where an owner or occupier of the land on which the contravention occurred, who has been served with an order and fails to comply with the order, then an Officer, or any authorized agent on behalf of the Municipality may enter on the land at any reasonable time and complete the work required to bring the land into compliance with the provisions of this By-law as set out in the order.
- 4.9. Where the work required to bring the land into compliance with the By-law has been performed by or for the Municipality, the costs incurred in doing the work may be collected by action or the costs may be added to the tax roll for the land and collected in the same manner as taxes.
- 4.10. An Officer may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether any provision of this By-law or an order made under this By-law is being complied with.
- 4.11. For the purposes of conducting an inspection pursuant to this By-law, an Officer may:
 - (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information from any person concerning a matter related to the inspection; and
 - (d) alone, or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
- 4.12. Where an officer has reasonable grounds to believe that an offence under this By-Law has been committed by a Person, the Officer may require the name, address and proof of identity of that Person.
- 4.13. No person shall prevent, hinder or obstruct, or attempt to hinder or obstruct an Officer who is exercising a power or performing a duty under this By-law.

5. Offence and Penalty

- 5.1. Any person or corporation who contravenes any provision of this By-law or who fails to comply with an order made under this By-law or who obstructs or attempts to obstruct an Officer in carrying out their duties under this By-law is guilty of an offence and could be subject to a fine.

6. Continuing Offence

- 6.1. Each day or a part of a day that a contravention of this By-law continues is deemed to be a continuing offence in accordance with section 429 of the Municipal Act, 2001, as amended.

Miscellaneous

7. Severability

- 7.1. Where a court of competent jurisdiction declares any provision of this By-law invalid, or to be of no force or effect, the provision shall be deemed conclusively to be severable from the By-law and every other provision of this By-law shall be applied and enforced in accordance with its terms to the extent possible according to law.

8. Short Title

- 8.1. This By-law may be referred to as the "Public Nuisance By-law".

9. Effective Date

- 9.1 That this By-law shall come into force and take effect on the date of its final passing.

Passed in open council this 19th day of December, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

Schedule 'A' to By-law 2023-56

Part 1 Provincial Offences Act – Set Fine Schedule

The Corporation of the Township of Douro-Dummer

By-law 2023-56, being Public Nuisance By-law

Item	Column 1 Short Form Wording	Column 2 Provision Creating or Defining Offence	Column 3 Set Fine
1	Public urination, defecation, vomiting or spitting	3.2	\$200.00
2	Knock over or attempt to knock over Canada Post boxes, newspaper box, waste containers in a public place.	3.3	\$200.00
3	Creation of Nuisances from the cultivation of cannabis – light and odor	3.4, 3.5, 3.6. 3.7, 3.8	\$200.00
4	Loitering in a public place	3.9	\$200.00
5	Fighting in a public place	3.10	\$200.00
6	Interfere with the use and enjoyment of public place	3.11	\$200.00
7	Placing graffiti on any property	3.12, 3.13	\$200.00
8	Refusal to remove graffiti from a property	3.14	\$200.00
9	Littering	3.15	\$200.00
10	Nuisance caused by Party	3.16, 3.17, 3.18	\$200.00

The Corporation of the Township of Douro-Dummer

By-law Number 2023-57

A By-Law to Prohibit and Regulate Noise Within the Township of Douro-Dummer and to Repeal 2003-59

Whereas Section 129 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto enables the councils of local municipalities to prohibit and regulate noise within the municipality;

And Whereas Section 425 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, provides that by-laws may be passed by a municipality to provide that a person who contravenes a By-law of the municipality passed under the Municipal Act, 2001 is guilty of an offence;

And Whereas Section 426 of the Municipal Act, 2001, S.O., c. 25 as amended, provides that no person shall hinder or obstruct, or attempt to hinder or obstruct any person who is exercising a power or performing a duty under a By-law passed under this Act;

And Whereas Section 436 of the Municipal Act, 2001, S.O. 200, c. 25 as amended, provides that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether a By-law of the municipality passed under the Act is being complied with;

And Whereas Section 444 of the Municipal Act, 2001, authorizes municipalities to make orders requiring the person who contravened the By-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

And Whereas Noise pollution has a negative impact on the quality of life for the residents of the Township of Douro-Dummer.

Now Therefore Be It Resolved that the Council of The Corporation of the Township of Douro-Dummer hereby enacts as follows:

1. Definitions

In this By-law:

- 1.1. **Construction** means the erection, alteration, repair, dismantling, maintenance, land clearing, earth moving, excavation, blasting, road building, equipment installation and alteration, and including any work in connection therewith.
- 1.2. **Construction Equipment** means any equipment or device designed and intended for use in Construction or material handling, including but not limited to, air compressors, pile drivers, pneumatic or hydraulic tools, bulldozers, tractors, excavators, trenchers, forklifts, cranes, derricks, loaders, scrapers, pavers, generators, off-Highway haulers or trucks, ditchers, compactors and rollers, pumps, concrete mixers, graders, or other material handling equipment.
- 1.3. **Conveyance** includes a vehicle and any other device utilized to transport a Person or Persons or goods from place to place but does not include any such device or vehicle if operated only within a building.

- 1.4. **Council** means the elected Municipal Council of The Corporation of The Township of Douro-Dummer.
- 1.5. **Electronic Device** means a device intended primarily for the production, reproduction or amplification of sound, including, but not limited to, any musical instrument, radio receiver, television receiver, recorder, phonograph, loudspeakers, amplifiers, microphones or reproducers or any combination of such equipment, including devices used in the reproduction of music, speech or other sounds.
- 1.6. **Emergency** means a sudden and unexpected occurrence demanding immediate action to prevent possible injury, loss of life or substantial property damage.
- 1.7. **Government Work** means the construction, rehabilitation or maintenance work conducted by the Municipality, the Province of Ontario, the Government of Canada and any of its agencies or agents including the operation of motor vehicles and equipment actually engaged in the work.
- 1.8. **Highway** as defined in the Highway Traffic Act, R.S.O. 1990, c. H.8.
- 1.9. **Motor Vehicle** as defined in the Highway Traffic Act, R.S.O. 1990, c. H.8.
- 1.10. **Motorized Conveyance** means a conveyance propelled or driven otherwise than by muscular, gravitational, wind power or electrical power.
- 1.11. **Municipality** means the Corporation of the Township of Douro-Dummer.
- 1.12. **Noise Exemption Application** means an application requesting to be exempt from the Noise By-law or portions thereof, as amended.
- 1.13. **Noise Mitigation Plan** means a plan as required and approved by Council that addresses the mitigation of sound not in compliance with the requirements of this By-law from planned events or activities.
- 1.14. **Normal Practice** means the noise associated with performing a task that is typical or common practice.
- 1.15. **Officer** means a Person appointed by Council as a Municipal Law Enforcement Officer, or a Police Officer, or other individual duly appointed to enforce this By-law.
- 1.16. **Owner** means the registered Owner of the land and includes a trustee acting on behalf of the registered Owner, the estate of the registered Owner and a Person with a leasehold interest in the land.
- 1.17. **Person** means an individual, corporation or other legal entity.
- 1.18. **Point of Reception** means any point on the Premises of a Person, where sound is heard, the source of which does not originate from the same property.

- 1.19. **Power Equipment Device** means any tool, equipment or machinery that is used in the servicing, maintenance or repair of lawns, gardens and property maintenance, and includes lawn mowers, edge-trimmers, rototillers, pressure washers, and hand operated power tools, including but not limited, to chainsaws, chippers and leaf blowers.
- 1.20. **Power Outage** means the hydro service normally provided to a property is temporarily unavailable for any reason other than the termination of the service for lack of payment.
- 1.21. **Premises** means land and includes the buildings and/or structures thereon.
- 1.22. **Statutory Holiday** as defined in the Retail Business Holiday Act R.S.O. 1990, Chapter r.30 and includes Family Day.
- 1.23. **Unreasonable Noise** means sound that can be heard at a Point of Reception that unreasonably interferes with the comfort, peace, rest, enjoyment, or convenience of any reasonable Person. The making, allowing, creation or maintenance of loud, unnecessary, or unusual noises which are continuously heard for a period of thirty (30) minutes or more or intermittently over a period of one (1) hour or more, constitute Unreasonable Noise.

2. Unreasonable Noise

- 2.1. No Person shall make, cause or permit the creation of Unreasonable Noise, resulting from an act listed in Schedule "A" of this By-law that is clearly audible at a point of reception anywhere within the Municipality at any time.
- 2.2. Without limiting the generality of Section 3.1 of this By-law, noise is deemed not to be unreasonable if resulting from an act or emanating from the use of a device described within Sections 4.0 - 8.0 inclusive, in accordance with the regulations contained herein.

3. Construction

- 3.1. No Person shall cause or permit the emission of sound resulting from the operation of Construction Equipment or any Construction, that is clearly audible at a Point of Reception;
- 3.1.1. between the hours of 7:00 p.m. of one day to 7:00 a.m. of the next day; or
- 3.1.2. before 9:00 a.m. and after 7:00 p.m. on Sundays and Statutory Holidays;
- 3.1.3. or at any time without an exhaust or intake muffling device in good working order.

4. Power Equipment Device

- 4.1. No Person shall cause or permit the emission of sound from a Power Equipment Device including, but not limited to, a lawn mower, grass trimmer, leaf blower or chainsaw; that is clearly audible at a Point of Reception;

4.1.1. between the hours of 9:00 p.m. of one day to 7:00 a.m. of the next day;

4.1.2. or at any time without an exhaust or intake muffling device in good working order.

5. Electronic Device

5.1. No Person shall cause or permit the emission of sound from an Electronic Device including, but not limited to, radio, speaker, television, loud speaker or musical instrument, that is clearly audible at a Point of Reception;

5.1.1. between the hours of 11:00 p.m. of one day to 7:00 a.m. of the next day.

6. Noise from Human

6.1. No Person shall cause or emit noise created by yelling, shouting, hooting or similar noises made by a human, that is clearly audible at a Point of Reception;

6.1.1. between the hours of 11:00 p.m. of one day to 7:00 a.m. of the next day.

7. Generator

7.1. No Person shall cause or permit the emission of noise from the continuous operation of a generator or inverter that is clearly audible at a Point of Reception, for the purposes of providing non-emergency hydro.

7.2. Section 8.1 shall be deemed not to apply to the following:

7.2.1. test operation, operation during a power outage or emergency situation;

7.2.2. the use of a generator conducted under a valid building or demolition permit issued by the Municipality and during permitted hours;

7.2.3. where a valid Noise Exemption Permit has been issued by the Municipality.

8. General Provisions

8.1. Notwithstanding Sections 4.0 through 8.0 inclusive, no person shall emit or cause or permit the creation or emission of noise resulting from an act listed in Schedule "A" attached hereto, and forming part of this By-law, that is clearly audible at a point of reception anywhere within the Municipality.

9. Exceptions

9.1. Despite any other provision of this By-law, it shall be lawful to emit, cause or permit the emission of sound from:

9.1.1. Police, Fire, Ambulance or other emergency vehicles or any measures undertaken in an emergency for the immediate health, safety, or welfare of the inhabitants;

- 9.1.2. Preservation of property during an emergency; sounds associated with construction or repair work which is required urgently in order to prevent severe damage to buildings or property;
- 9.1.3. Persons or organizations who have received a Noise Exemption Permit or for an event sanctioned by Township of Douro-Dummer;
- 9.1.4. Operation of bells, chimes, carillons and clocks in connection with any place of worship, religious service or any public buildings;
- 9.1.5. The operation of vehicles, equipment and Construction Equipment when utilized for, the clearing of snow from public and private property;
- 9.1.6. Agricultural, Commercial, Institutional or Industrial activities recognized as Normal Practice;
- 9.1.7. Motor Vehicles and Motorized Conveyances being operated on a Highway, authorized snow mobile trail or a navigable body of water;
- 9.1.8. Government work.

10. Noise By-law Exemption Application

- 10.1. Notwithstanding the prohibitions contained in this By-law, any Person may submit a Noise By-law Exemption Application for consideration to the Douro-Dummer Municipal Council.
- 10.2. Any Person requesting a Noise By-law Exemption must submit a written request to the Municipal Clerk no less than thirty (30) calendar days prior to the start date being requested.
- 10.3. The application must include:
 - 10.3.1 The applicant's name, address, telephone number and email address;
 - 10.3.2 The date, time and location of each event or activity for which the exemption permit is sought and, where applicable, the number of people expected to attend;
 - 10.3.3 The purpose for which the exemption permit is required;
 - 10.3.4 Reasons supporting an exemption permit;
 - 10.3.5 A noise mitigation plan;
 - 10.3.6 The description of any sound equipment or construction equipment to be used;
 - 10.3.7 The name, address and telephone number of at least one contact person who will supervise each event or activity; and will be on-site during the entire event or activity to ensure compliance with the terms and conditions of the exemption permit.
- 10.4. No Person or applicant shall provide false or misleading information or statements on a Noise Exemption application form.
- 10.5. Upon reviewing the application, Council may, approve, deny or approve with conditions any Noise By-law Exemption request.

- 10.6. An approved Noise By-law Exemption permit shall specify the time period, during which it is effective and may contain such terms and conditions as Council sees fit.
- 10.7. Any Noise Exemption Permit granted shall be posted in a conspicuous place on the property for which the Noise By-law Exemption permit applies; and shall be strictly adhered to.
- 10.8. No Person or applicant shall fail to comply with the terms and conditions as set within the Noise By-law Exemption permit.
- 10.9. Breach of any of the terms or conditions of the exemption that is caused by the applicant or persons responsible for the activity or event under the exemption shall render the permit null and void.

11. Administration and Enforcement

- 11.1. This By-law shall be enforced by an Officer or such Person or Persons as Council may appoint under Municipal By-law.
- 11.2. Nothing herein shall be deemed to limit the ability of the Ontario Provincial Police to enforce this By-law at any time.

12. Powers of Entry

- 12.1. An Officer may enter any Premises, other than a dwelling at any reasonable time for the purpose of carrying out an inspection to determine compliance with this By-law or any Order issued under this By-law.
- 12.2. No Person shall hinder or obstruct, or attempt to hinder or obstruct, an Officer or other duly appointed Person, in the execution of their duties under this By-law.

13. Offence and Penalty Provision

- 13.1. Every person who contravenes any provision of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act R.S.O. 1990, c. P. 33, as amended.
- 13.2. Set fines for contravention of this By-law are set out in Schedule "C" of this By-law.
- 13.3. If this By-law is contravened and a conviction entered, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

14. Validity and Severability

- 14.1. Should any section, sub-section, clause, paragraph or provision of this By-law be declared by a court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this By-law or of the By-law as a whole.

15. Short Title

- 15.1. This By-law may be referred to as the "Noise By-law".

16. Repeal

16.1. That By-law Number 2003-59 is hereby repealed.

17. Effective Date

17.1. That this By-law shall come into force and take effect on the date of its final passing.

Passed in open council this 5th day of December, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig

Schedule "A" to By-Law Number 2023-57

General Prohibitions

- a) Persistent barking. Howling, calling or whining or other similar persistent noise making by any domestic pet, or any other animal kept or used for a purpose other than agriculture;
- b) The operation of any construction equipment without an effective exhaust or intake muffling device where applicable and in good working order in accordance with the manufacturer's specifications;
- c) The operation of a stereo or other electronic device designed to amplify sound in, or on, a motor vehicle in such a way that the noise can easily be heard outside of the motor vehicle;
- d) The detonation of fireworks or explosive devices not used in construction and not approved by the Township;
- e) The operation of any electronic devices or group of connected electronic devices incorporating one or more loudspeakers or other electro-mechanical transducers, and intended for the production, reproduction or amplification of sound;
- f) The operation of an air condition, pool pump or filter, heat pump or the like that is not in proper working order;
- g) Racing of motorized vehicle other than in a lawful racing event;
- h) The operation of a motor vehicle in such a way that tires squeal;
- i) The operation of a motor vehicle or a motor vehicle with a trailer resulting in banging, clanking, squealing or other noises due to improperly secured load to equipment, or inadequate maintenance.

Schedule "B" to By-Law Number 2023-57

Activities to which the By-law does not apply

- a) Road and Bicycle races authorized by the Municipality;
- b) Regimental salutes;
- c) Parades authorized by the Municipality;
- d) Firework displays authorized by the Municipality;
- e) Midways and circuses authorized by the Municipality;
- f) Sporting, recreational and entertainment events in public parks, buildings or grounds authorized by the Municipality;
- g) Non-motorized sports, sporting events and recreational activities occurring in public parks and grounds that were specifically designed for such activities;
- h) Musical and other performances in public parks, public buildings or public grounds authorized by the Municipality;
- i) Special neighbourhood social activities on streets or other public land authorized by the Municipality;
- j) Transformers and diesel operated pumps owned by the Municipality and necessary preventive maintenance work undertaken by the Municipality;
- k) Necessary municipal operations, including but not limited to, snow clearing, street cleaning and garbage collection, undertaken by, or on behalf of, the Municipality;
- l) Snow removal that is essential for the normal operation of a business;
- m) Church clocks striking the hour and chimes ringing and the playing of any church carillon;
- n) Generators for the purpose of power outages;
- o) The discharge of a firearm in accordance with the Municipality's Discharge of a Firearm By-law; and
- p) Events approved by the Special Events By-law.

Schedule 'A' to By-law 2023-57

Part 1 Provincial Offences Act – Set Fine Schedule

The Corporation of the Township of Douro-Dummer

By-law 2023-57, being Noise By-law

Item	Column 1 Short Form Wording	Column 2 Provision Creating or Defining Offence	Column 3 Set Fine
1	Unlawfully Make or Permit Noise	2.1	\$200.00
2	Make or permit Noise when prohibited to wit: operating construction equipment during prohibited time.	3.1	\$200.00
3	Make or permit Noise when prohibited to wit: operating power equipment device during prohibited time.	4.1	\$200.00
4	Make or permit Noise when prohibited to wit: operating electronic device during prohibited time.	5.1	\$200.00
5	Make or permit Noise when prohibited to wit: Noise from Human during prohibited time.	6.1	\$200.00
6	Make or permit Noise from a generator	7.1	\$200.00
7	Fail to comply with the conditions of a noise exemption permit.	10.8	\$200.00

The Corporation of the Township of Douro-Dummer

By-law Number 2023-58

Being a By-law of The Corporation of the Township of
Douro-Dummer to confirm the proceedings of the regular meeting of Council
held on the 5th day of December, 2023 in the Municipal Building

The Municipal Council of The Corporation of the Township of Douro-Dummer Enacts as follows:

1. **That** the action of the Council at its regular meeting held on December 5th, 2023, in respect to each motion, resolution, and other action passed and taken by the Council at its said meeting is, except where prior approval of the Local Planning Appeal Tribunal is required, hereby approved, ratified, and confirmed.
2. **That** the Mayor and the proper officers of the Township are hereby authorized to do all things necessary to obtain approvals where required, and to execute all documents as may be necessary in that behalf and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents.

Passed in Open Council this 5th day of December, 2023.

Mayor, Heather Watson

Clerk, Martina Chait-Hartwig