

**AUGUSTA TOWNSHIP  
AGENDA  
C.O.W./REGULAR MEETING  
September 11, 2023 at 6:00 P.M.  
Meeting Livestreaming**

**REGULAR COUNCIL – EXECUTIVE SESSION**

A. Call to Order

B. Land Acknowledgement Statement

Augusta Township acknowledges that we live and work on ancestral territories of indigenous people. The Township recognizes all indigenous peoples and honors their past, present, and future. The Township values and respects their cultural heritages and relationship to the land.

C. Mayor’s Opening Remark

D. Approval of Agenda

E. Approval of Minutes of Previous Meetings

F. Disclosure of Pecuniary Interest and General Nature Thereof

G. Business Arising from the Minutes

H. Delegations and Presentations

- Donation Presentation from TC Energy, Gretchen Gordan
- Fotenn – Land Use Strategy Presentation
- PSD City Wide - Draft Asset Management Plan Presentation

I. Correspondence and Petitions

- Donation Request – Royal Canadian Legion Branch No. 97

**J. COMMITTEE/STAFF REPORTS**

<b>UCLG Council</b>	<b>Mayor Shaver</b>	
<b>SNCA/RVCA</b>	<b>Deputy Mayor Wynands</b>	
<b>Recreation</b>	<b>Councillors</b>	
<b>Library Board</b>	<b>Councillor Bowman</b>	
<b>EDTAC</b>	<b>Councillor Henry</b>	<b>Resolution</b>
<b>PAC</b>	<b>Deputy Mayor Wynands</b>	
<b>Administration</b>	<b>CAO Geraghty</b>	

# **AUGUSTA TOWNSHIP**

## **Administration and Finance**

- Report 2023 – 084 – RVCA & SNCA Agreements
- Report 2023 – 085 – Door to Door Sales Policy
- Report 2023 – 086 – Tax Sale Update
- Report 2023 – 087 – Communication Survey Results
- Report 2023 – 092 – Private Road Grants
- Report 2023 – 093 – 4S Health and Safety Program
- Report 2023 – 094 – Recreation Position Request

## **Operations**

- Report 2023 – 089 – Road Needs Study Approval
- Report 2023 – 090 – Winter Sand Screen Award
- Report 2023 – 091 – Parking Lot Tender Award

## **Planning and Building Services**

- Report 2023 – 088 – CBO Update Report

## **Protective Services**

K. Notice of Motions

L. By-Laws

- 3628-2023 – Private Road Grants By-Law
- 3648-2023 – RVCA Agreement
- 3649-2023 – SNCA Agreement
- 3650-2023 – Short Term Rentals Policy

M. Announcements

N. Questions on Agenda Items for the Press

O. Questions on Agenda Items for the Public

P. Closed Session as per Section 239 of the Municipal Act 2001

**Q. RISE FROM COMMITTEE OF THE WHOLE IN CAMERA**

R. Reporting Out from Closed Session

S. By-Law to confirm Proceedings of Council

T. Adjournment

**AUGUSTA TOWNSHIP  
MINUTES  
C.O.W./REGULAR MEETING  
August 14, 2023 at 6:00 P.M.  
at the Municipal Office, 3560 County Road 26.  
Livestreamed Failed**

**PRESENT**

Mayor Shaver  
Deputy Mayor Wynands (electronically)  
Councillor Bowman  
Councillor Henry  
Councillor Pape

**PRESS**

**STAFF PRESENT**

Shannon Geraghty, Annette Simonian, Mark McDonald, Jon Stadig, Chief Rob Bowman, Melissa Banford

**REGRETS**

**PUBLIC MEETING**

Mayor Shaver called the public meeting to order at 6:00 p.m. and outlined the process of the public meeting.

Zoning By-Law Amendment, 4751, 4759 & 4765 County Road 15.

The Planner stated how notice was given to the public, required agencies, and nearby property owners before reviewing the appeal process and how to request notice of the decision. It was noted no concerns were raised by circulated agencies.

No members of the public spoke on the proposed zoning amendment.

Mayor Shaver adjourned the public meeting at 6:15 p.m.

**CALL TO ORDER**

Mayor Shaver called the meeting to order at 6:15 p.m.

**MAYOR'S OPENING REMARKS**

## **AUGUSTA TOWNSHIP**

### **APPROVAL OF AGENDA**

Moved by Councillor Pape, seconded by Councillor Bowman

**BE IT RESOLVED THAT** the agenda for August 14, 2023 be adopted.

Carried

### **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

Moved by Councillor Henry, seconded by Councillor Pape

**BE IT RESOLVED THAT** Council approve the minutes of the July 10, 2023 Council meeting as distributed to all members.

Carried

### **DISCLOSURE OF INTEREST**

### **BUSINESS ARISING FROM THE MINUTES**

### **DELEGATIONS & PRESENTATIONS**

- Long Term Care Funding Raising Campaign – Arie Hoogenboom

### **CORRESPONDENCE & PETITIONS**

### **COMMITTEE REPORTS**

**UCLG:**

Mayor Shaver provided an update

**SNCA/RVCA:**

Deputy Mayor Wynands provided an update

**Recreation:**

**Library Board:**

**EDTAC:**

**PAC:**

**Administration:**

CAO Geraghty provided an update

### **ADMINISTRATION AND FINANCE**

#### **Report 2023-083**

Moved by Councillor Pape, seconded by Councillor Bowman

**BE IT RESOLVED THAT** Council of the Township of Augusta approve Report 2023-083 to withdraw from the management of the Blue Box Program; and

**THAT** delegated authority be provided to the Chief Administrative Officer or designate to enter into agreements needed to continue transfer of this service.

Carried

## AUGUSTA TOWNSHIP

### OPERATIONS

#### **Report 2023-077**

Moved by Councillor Henry, seconded by Councillor Pape

**BE IT RESOLVED THAT** Council approve Report 2023-077 to authorize the Mayor and Clerk to award the contract for 150m – 8' high commercial chain link fence to Burchell Fencing in the amount of \$26,300 plus HST; and

**THAT** Council authorizes the award of the contract to fall under the Emergency Method within the Procurement Policy outlined in By-Law 3423-2019.  
Carried

### PLANNING AND BUILDING SERVICES

#### **Report 2023-081**

Moved by Councillor Pape, seconded by Councillor Bowman

**BE IT RESOLVED THAT** Council receives the Augusta Land Use Strategy (West of Prescott) Final Concept Report, dated June 2023 prepared by Fotenn Planning + Design; and

**THAT** Council directs staff to initiate the Official Plan amendment process to consider amendments to implement Phase I of the Augusta Land Use Strategy (West of Prescott).  
Carried

#### **Report 2023-082**

Moved by Councillor Bowman, seconded by Councillor Pape

**BE IT RESOLVED THAT** Council receive the Building Department Activity Report for June and July 2023 for information.  
Carried

### PROTECTIVE SERVICES

#### **Report 2023-079**

Moved by Councillor Pape, seconded by Councillor Henry

**BE IT RESOLVED THAT** Council accept Augusta Fire Rescue's Semi-Annual Report attached for information.  
Carried

#### **Report 2023-080**

Moved by Councillor Bowman, seconded by Councillor Henry

**BE IT RESOLVED THAT** Council review and approve the attached updated Canine Control By-Law  
Carried

# AUGUSTA TOWNSHIP

## NOTICE OF MOTIONS

### BY-LAWS

Moved by Councillor Henry, seconded by Councillor Bowman

**BE IT RESOLVED THAT** By-Law Numbered 3645-2023 being a By-Law respecting the regulation, control, protection and identification of dogs in the Township of Augusta be read a first time, a second time, a third time, and be enacted as read.

Carried

Moved by Councillor Henry, seconded by Councillor Bowman

**BE IT RESOLVED THAT** By-Law Numbered 3646-2023 being a By-Law to prohibit and regulate noise within the Township of Augusta be read a first time, a second time, a third time, and be enacted as read.

Carried

### ANNOUNCEMENTS

- Cogeco is expanding fibre optic service and are canvassing in the area
- Pitch In will be on September 16, 2023
- The North Augusta Labour Day Festival is coming up with the theme “A Little Bit Country”. Council will have a float in the parade.
- The Stanley Cup is coming to Prescott on August 25
- There will be an Affordable Housing Summit on September 29, 2023
- The Maynard Cemetery is having its memorial service on August 27 at 2pm
- Registration is complete for the 50 FoodCycler pilot program units. Registration will remain open for those wishing to be put on the waiting list for possible registration in 2024.
- The 2<sup>nd</sup> Public Information Centre regarding Highway 401 improvements from 1km East of Highway 16 to 3.3km West of County Road 15 is now available online, see our website for the link. Comments are requested from the public.

### QUESTION PERIOD FOR THE PUBLIC

### QUESTION PERIOD FOR THE PRESS

### CLOSED SESSION AS PER SECTION 239 OF THE MUNICIPAL ACT 2001

Moved by Councillor Bowman, seconded by Councillor Henry

**BE IT RESOLVED THAT** this Council move to a closed meeting at 7:07 pm., as per the Municipal Act c25, S.O. 2001 section 239 (2) to discuss:

- Information supplied in confidence to the municipality which, if disclosed could reasonably be expected to prejudice or interfere with negotiations
  - Potential Development Prospect in Augusta Township

Carried

## **AUGUSTA TOWNSHIP**

### **RISE FROM COMMITTEE OF THE WHOLE IN CAMERA**

Moved by Councillor Henry, seconded by Councillor Bowman

**BE IT RESOLVED THAT** the closed session adjourned at 8:09 pm and that Council resumed the open meeting to report out.

Carried

### **REPORTING OUT OF CLOSED SESSION**

Moved by Councillor Bowman, seconded by Councillor Henry

**BE IT RESOLVED THAT** Council met in closed session to discuss information supplied in confidence to the municipality which, if disclosed could reasonably be expected to prejudice or interfere significantly with negotiations.

Council

- Took no action beyond receiving the information from staff

Carried

### **BY-LAW TO CONFIRM PROCEEDINGS OF COUNCIL**

Moved by Councillor Henry, seconded by Councillor Bowman

**BE IT RESOLVED THAT** By-Law No. 3647-2023 confirm the proceedings of Council of the Township of Augusta at its meeting held on August 14, 2023 be read a first time, a second time, a third time, and be enacted as read.

Carried

### **ADJOURNMENT**

Moved by Councillor Bowman, seconded by Councillor Henry

**BE IT RESOLVED THAT** this Council do now adjourn at 8:10 pm until September 11, 2023 at 6:00 p.m. or until the call of the Mayor subject to need.

Carried.



# Augusta Land Use Strategy

Phase I - Official Plan Amendment

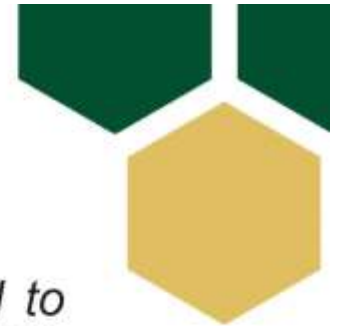
Public Open House & Council Meeting  
September 11, 2023





# Land Acknowledgment

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*Augusta Township is situated on lands deeply connected to the Haudenosaunee, Anishnabek and Huron-Wendat. We acknowledge the location of archaeological sites identifying both an Iroquoian agricultural community and an Iroquoian Village in the Township.*

*With gratitude and respect, we are committed to learning about the history of, and current aspirations of Indigenous Peoples, such as uncovering the truth about residential schools and cultural revitalization. We recognize and respect the contributions they have made and continue to make on these lands.*

# Purpose

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- / Present a summary of the background research, public workshops, and stakeholder engagement sessions conducted to date
- / Provide an overview of the project evolution
- / Discuss the vision and guiding principles for the area
- / Provide an overview of the proposed Neighbourhood, Mobility, Open Space, and Land Use Structures, with associated policies and guidelines
- / Discuss the phasing plan and implementation measures

# Project Team



**FOTENN** Planning + Design



**Michael Keene**  
MCIP, RPP  
Principal, Urban Design

Project Manager  
Planning



**Jen Wood**  
MCIP, RPP  
Principal, Planning

Planning  
Policy



**Evan Truong**  
MCIP, RPP  
Associate, Urban Design

Urban Design



**Nathan Petryshyn**  
M.Pl  
Senior Planner

Planning  
Policy



**Ana Cecilia Jimenez**  
B.Arch, M.Sc  
Urban Designer

Urban Design

# Project History & Timeline



# Land Use Strategy Area



/ Highway 401 (north); Town of Prescott (east); Merwin Lane (west); and County Road 2 (south).

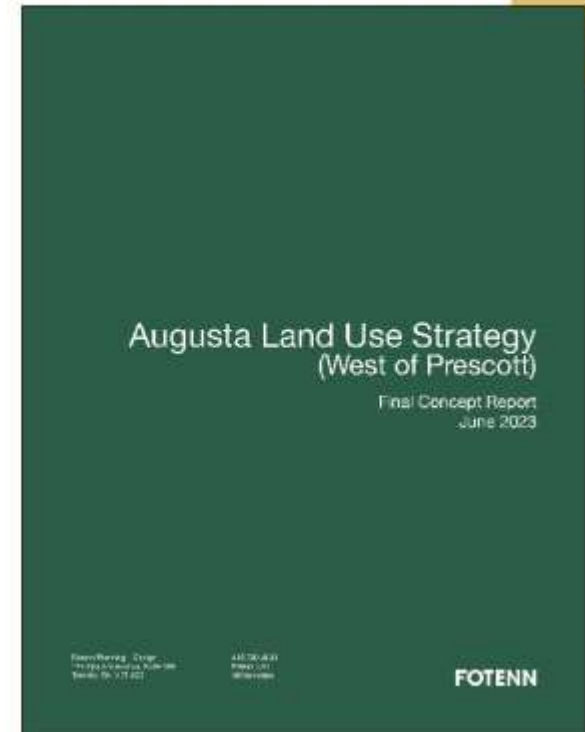
/ Within Augusta Township and directly west of the Town of Prescott



# Project Evolution

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- / The project has evolved from a Secondary Plan Study to a broader Land Use Strategy based on conversations with Augusta Township Staff, community members, and key stakeholders
- / Responds to the objectives, policies, land use designations, and overall planning approach of the municipality's Official Plan
- / Establishes local development policies unique to the area that will guide growth and change in that area
- / Promotes a desired type and form of physical development and ensures an integrated approach is taken with the surrounding context, specifically the Town of Prescott



# Vision & Guiding Principles

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*The Augusta Land Use Strategy Area will provide a range of new residential, commercial, and employment uses, a mix of housing types, and a balance of community services to support the needs of the Township and surrounding communities. The area will support a broad variety of residential built forms, employment opportunities, open spaces, connectivity, and an enhanced active transportation network to ensure the development of a sustainable and healthy community.*

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*Ensure land use patterns accommodate a sustainable balanced mix of new built forms and densities*



*Provide for new employment and commercial opportunities which complement and support the community*



*Design a well connected and integrated community that supports open spaces, active transportation, and walkability*



*Provide for integrated, improved, and cost efficient infrastructure to best serve the community*



*Protect, enhance, and promote the natural environment and establish a network of open spaces*

# Servicing Strategy

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- / The area is not intended to be developed on private servicing, however will be serviced by an extension to municipal transportation systems, water, wastewater, storm, sewer, and hydro services.
- / Services are to be provided in partnership between Augusta Township and the Town of Prescott.
- / A Servicing Agreement is being developed which will provide details on extending road networks and servicing into the area.
- / Existing properties within the area should not be precluded from installing, utilizing, and maintaining private services and may be offered to connect to services at the time of extension, however they will maintain the right to accept or refuse.





# Neighbourhood Structure

- 1 The Neighbourhood Structure is a key framework that defines the hierarchy and informs the development of the Land Use Strategy Area.*
- 1 The intention of this Structure is to ensure existing land uses in the Town of Prescott are complemented by extending these uses, building on the existing street and active transportation networks, and identifying opportunities for new open spaces.*
- 1 New commercial land uses are located to complement existing uses in Prescott, visible from Highway 401, while new residential areas are planned as five minute walkable neighbourhoods.*



# Mobility Structure

- 1 The Mobility Structure will ensure the provision of complete streets that are well integrated into the existing network and safe for all users.*
- 1 This Structure is builds on the transportation network within the Township of Augusta and Town of Prescott, identifying potential multi-modal systems to be provided within the area, integrated with existing networks.*
- 1 The area will accommodate various modes of transportation, including active transportation such as cycling and pedestrians, and contribute to a well-connected transportation network.*



# Open Space Structure

- 1 The Open Space Structure identifies opportunities for new residents and visitors to live, work, and play, building upon existing natural features within the Land Use Strategy Area.*
- 1 This Structure seeks to ensure opportunities for new, centrally located open spaces.*
- 1 New Open Spaces may include community parks, parkettes, publicly accessible private spaces, multi-use trails, mid-block connections, green active transportation corridors, and other spaces.*
- 1 New Open Spaces may also contribute to the overall stormwater management strategy for the area.*





# Land Use Structure

- The Land Use Structure envisions the area developing with both new commercial and residential uses.*
- Commercial uses are intended to include new light industrial, commercial, office, and retail uses which complement these existing uses in Prescott and Augusta, and support new residential uses in the Land Use Strategy Area.*
- Residential uses are planned at low to medium densities, while a central Residential Core area can accommodate medium to higher density built forms.*



# Implementation

## Phase I Lands

- / Official Plan Amendment to allow for Phase I Commercial / Light Industrial lands and Phase I Residential lands to develop in accordance with the Land Use Strategy (Fall 2023)

## Phase II Lands

- / Redesignation of the Land Use Strategy Area to “Urban Settlement Area”, in consultation with United Counties of Leeds and Grenville and accordance with their Official Plan
- / Incorporate policies described in the Land Use Strategy into new Augusta Official Plan



## Next Steps

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- / Present Land Use Strategy Report and Draft Official Plan Amendment to Augusta Township Council (Sept 2023)
- / Question and commenting period, final adjustments made by Fotenn and Township Staff
- / Township Council adopt Official Plan Amendment for Phase I Lands (Fall 2023)
- / Consultation with United Counties of Leeds and Grenville to redesignate the Land Use Strategy Area as an “Urban Settlement Area”
- / Incorporate policies and guidelines described in the Land Use Strategy into new Augusta Official Plan



# Question & Answer

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*We want to hear from you!*



# Stay Connected

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Please visit the project's website for more information by visiting:

<https://augusta.ca/augusta-secondary-plan-land-use-strategy/>

To submit questions or comments, please email:

**Melissa Banford**  
Planner, Township of Augusta  
[mbanford@augusta.ca](mailto:mbanford@augusta.ca)



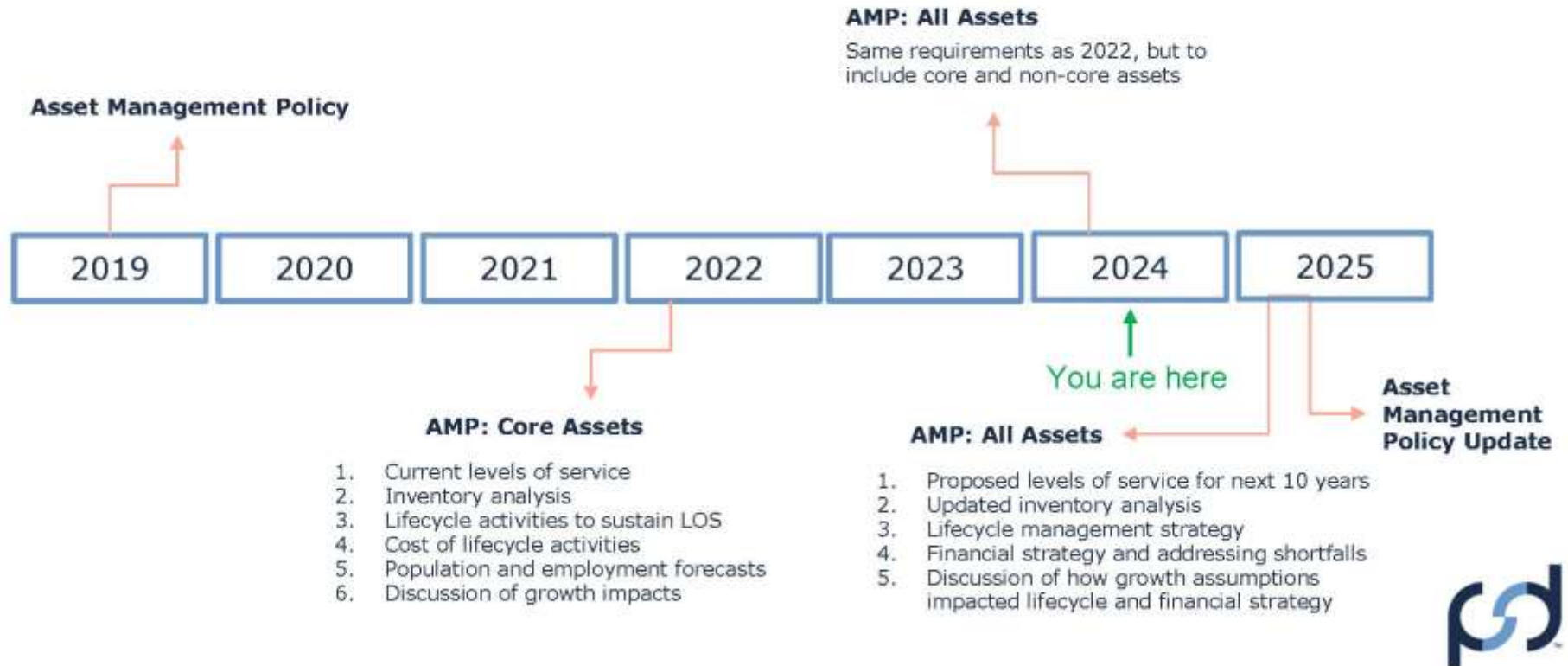


# Township of Augusta 2024 Asset Management Plan

Jordan Gonda, Program Manager, PSD Citywide



# Ontario Regulation 588/17



## AUGUSTA TOWNSHIP

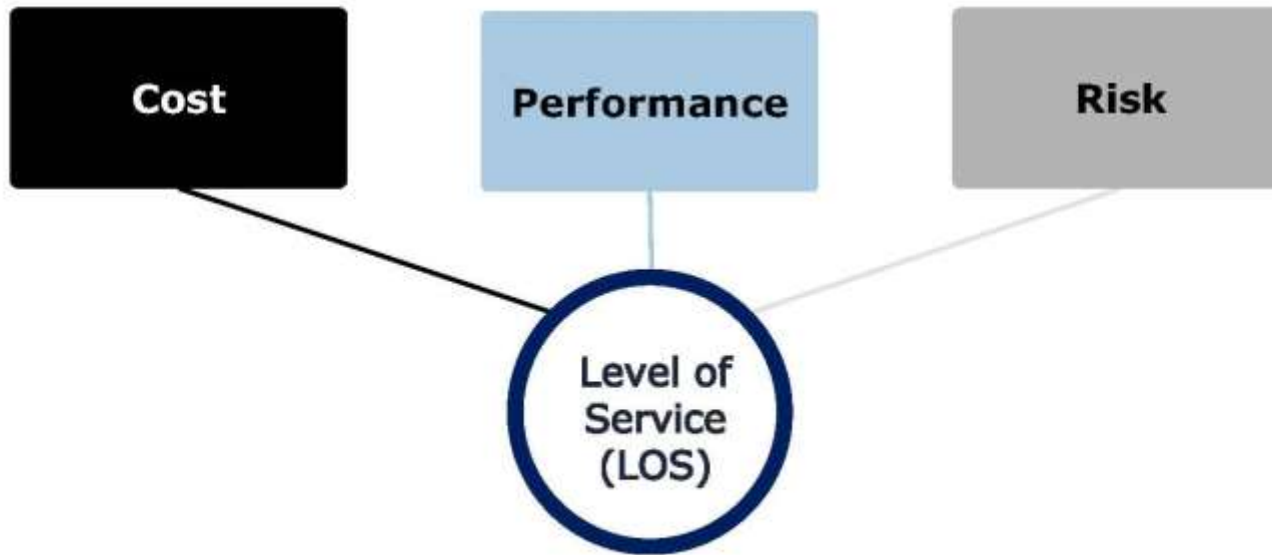
# Asset Management = Service Management

- Roads and bridges allow for people and goods to move
- Buildings, parks and community centers enhance the quality of life
- Vehicles and equipment support service delivery



# What does Asset Management involve?

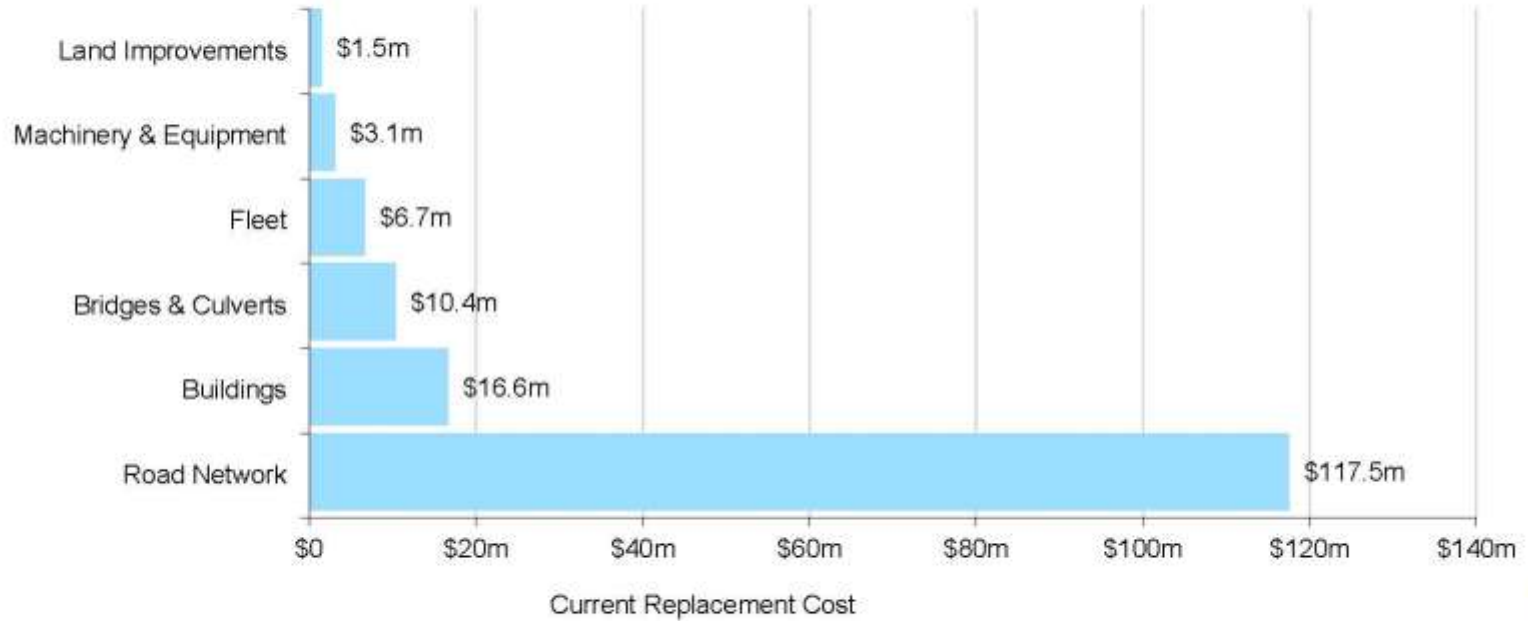
**ISO 55000:** "Coordinated activity of an organization to realize value from assets"



# AUGUSTA TOWNSHIP

## Valuation of Asset Portfolio – 2022 Year End Data

Total Current Replacement Cost: \$155,744,543

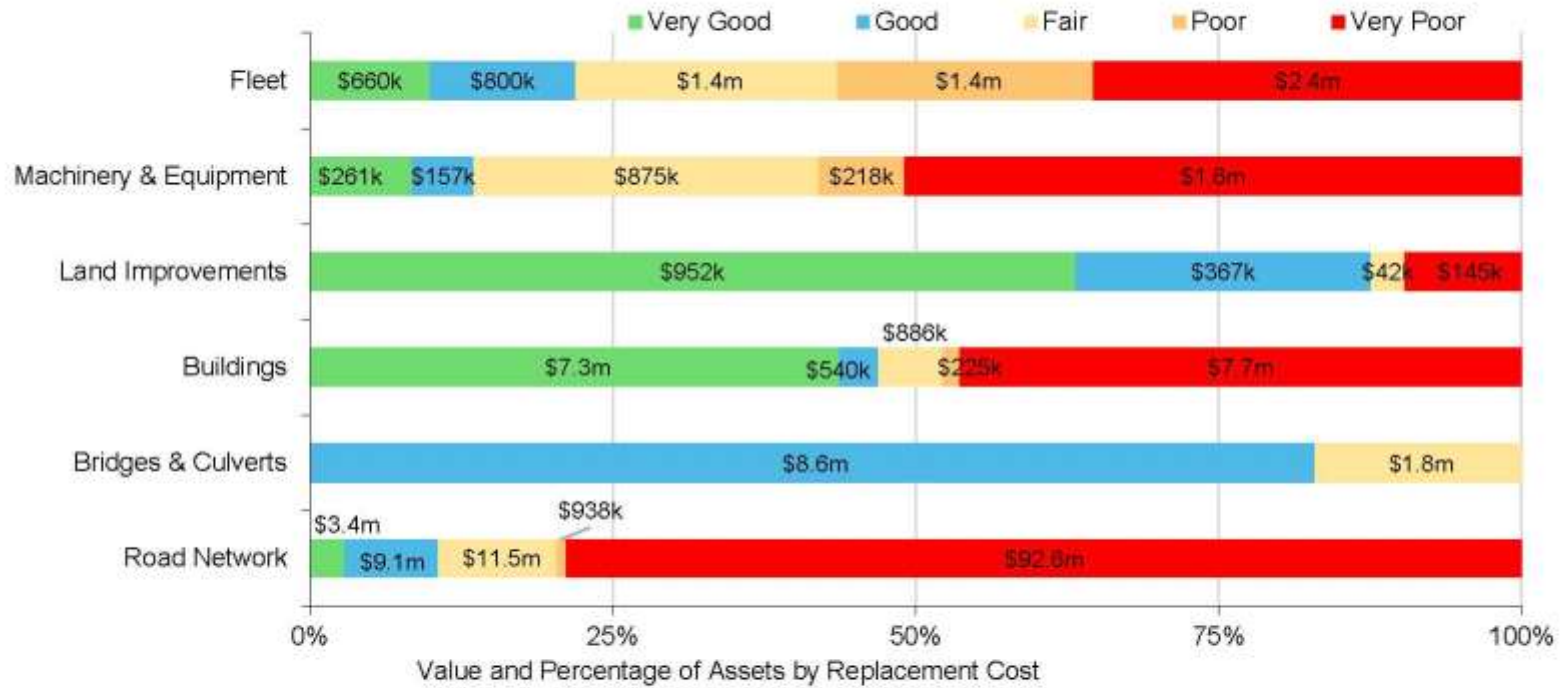


Replacement cost of asset portfolio  
**\$155.7 million**

Replacement cost per household (2021 Census)  
**\$51,131**

# AUGUSTA TOWNSHIP

## State of the Infrastructure - Condition



% of assets with assessed condition ratings  
**7%**

% of assets in fair or better condition  
**31%**



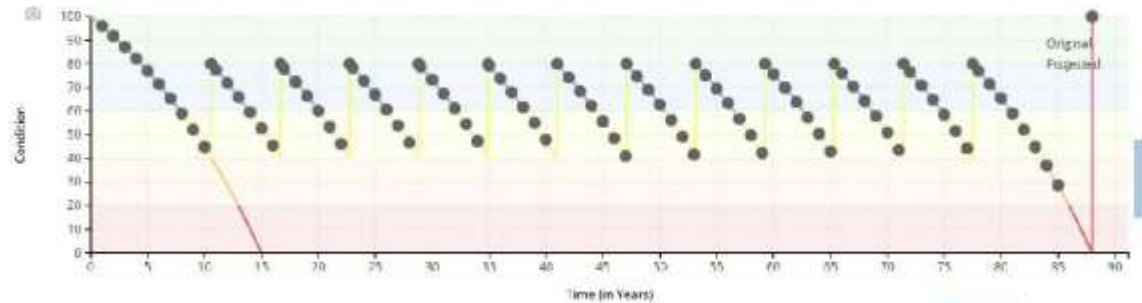
# Lifecycle Strategies

**Renewal:** Assume replacement at end-of-life

Specific Strategies:

- **Road Network:** lifecycle models using staff input
- **Bridges and Culverts:** Recommended capital activities from Bridge Inspection Report

Asphalt Roads		
Event Name	Event Class	Event Trigger
Crack Sealing	Preventative Maintenance	Annually
Patching	Preventative Maintenance	Annually
Asphalt Overlay	Rehabilitation	40% Condition
Full Reconstruction	Replacement	Reach 80 Years with 40% Condition



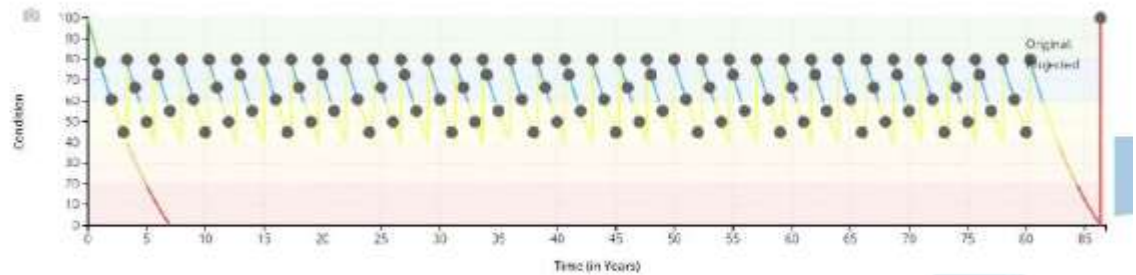
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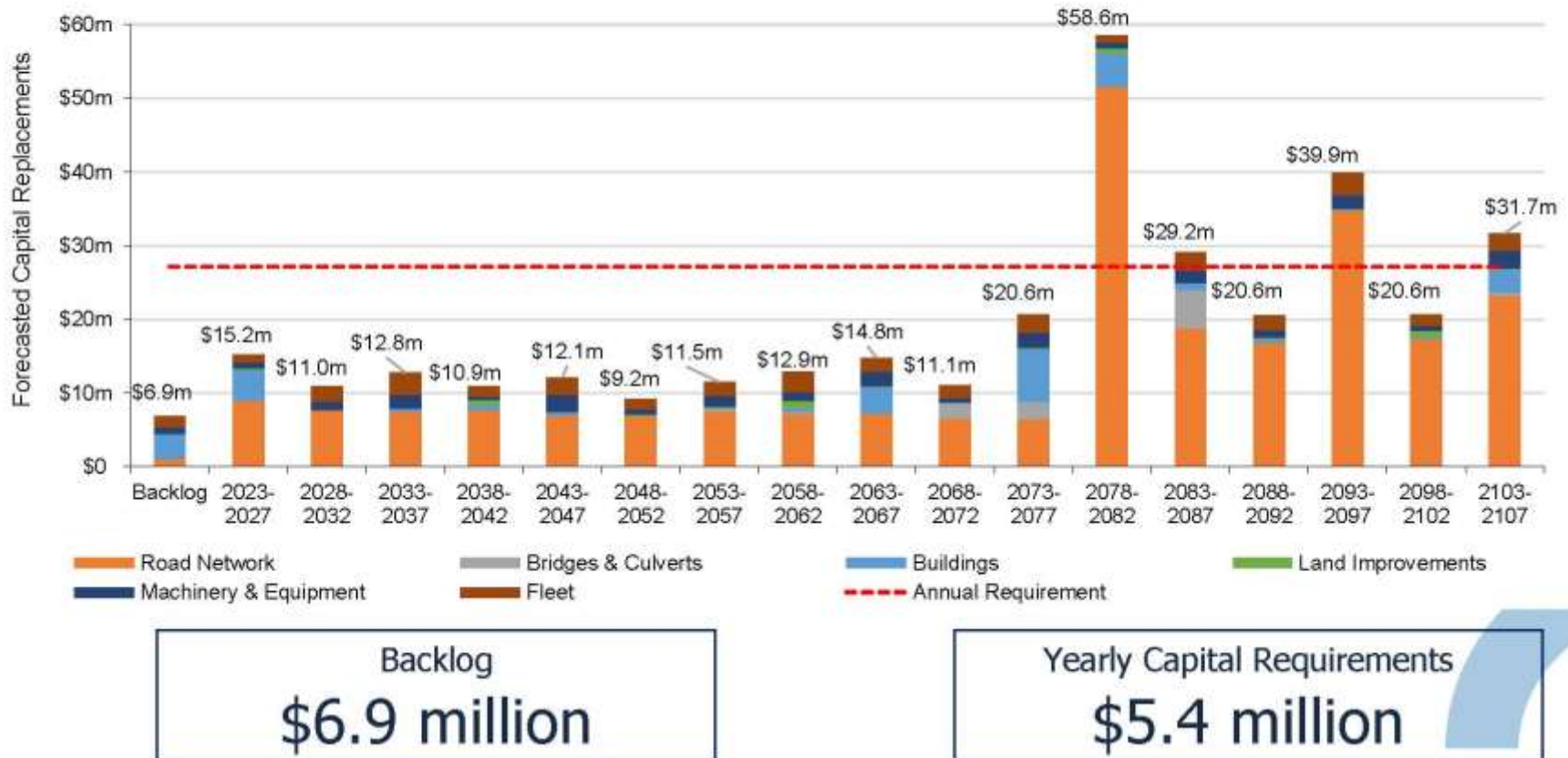
Surface Treated Roads		
Event Name	Event Class	Event Trigger
Crack Sealing	Preventative Maintenance	Annually
Patching	Preventative Maintenance	Annually
Surface Treatment	Rehabilitation	40% Condition
Full Reconstruction	Replacement	Reach 80 Years with 40% Condition





# AUGUSTA TOWNSHIP

## Forecasted Capital Requirements



## Infrastructure Deficit

Asset Type	Annual Capital Requirement	Funding Available	Annual Capital Deficit
Tax-Funded Assets	\$5,431,000	\$1,770,000	\$3,661,000

The financial strategy and its recommendations are based on the capital replacement/rehabilitation needs required to maintain the **current** levels of service. As staff establish their **target/desired** levels of service, the required capital investment and financial strategy will be revised.



# Financial Strategy

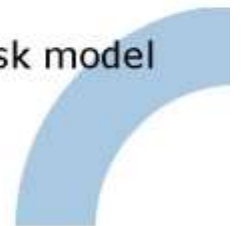
- Both sustainable and one-time grants/transfers will continue to be an essential source of revenue for investment in capital infrastructure
- Assumes no new debt will be taken on to pay for existing infrastructure
- Adjustments to taxes should be supplemented with project prioritization and evaluation of desired level of service
- Tax-funded assets are funded by re-allocating debt payments

Asset Type	Years Until Full Funding	Average Annual Tax/Rate Change
Tax-Funded Assets	20 Years	2.5%

Only includes current capital infrastructure

## Key AM Program Recommendations

- Compliant to O.Reg. 588/17 2021 and 2024 Requirements
  - Develop Asset Management Policy
- Continuous refinement of asset inventory data
  - Complete the updated third-party assessments for Roads and Bridges
  - Review and update the inventory to include all capital assets in Road Network and Machinery & Equipment
  - Break down the pooled assets in the Buildings
  - Continue to operationalize AMP findings in Citywide Software
  - Continue to update the unit replacement costs
  - Review and update the estimated useful life values to ensure they match the true service life of the assets
  - Develop a condition assessment program with condition rating scales
  - Review and adjust the probability and consequences of asset failure in the risk model



# Key AM Program Recommendations

- Prepare for O.Reg. 588/17 2025 Requirements
  - Engage the public to determine a suitable proposed levels of service
  - Develop a financial strategy to achieve the proposed levels of service
  
- Continuous improvement and regular review
  - An asset management plan is a living document that should be updated regularly to inform long term planning





## Key Considerations

- AMP is a snapshot in time; state of infrastructure is constantly changing
- AMP provides high-level; long-term insights to managing infrastructure assets
  - A backlog of \$6.9 million was identified. Prioritization and proactive maintenance can reduce these impacts
- Roads and bridges renewal follows recommendations of third-party assessments. All other assets assume replacement at end of life. A suitable backlog and risk tolerance needs to be assessed to determine a more realistic capital needs
- Operating costs excluded from this analysis. A detailed study may be required to understand the true operating requirements to maintain service levels.





**Jordan Gonda**

[jgonda@psdcitywide.com](mailto:jgonda@psdcitywide.com)



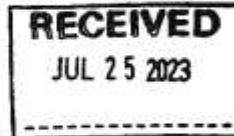
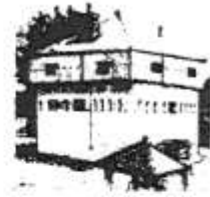
# AUGUSTA TOWNSHIP



## The Royal Canadian Legion

FORT WELLINGTON (ONT. NO. 97) BRANCH

BOX 700  
PRESCOTT, ONTARIO  
K0E 1T0  
PHONE (1-613) 925-2752



Monday, July 17, 2023

To The Augusta Township Mayor and Council;

I am writing to you on behalf of Fort Wellington Legion Branch 97 in Prescott, ON. We are hoping you will be able to help us with a project which will enhance the two Cenotaphs located in Augusta Township.

It has come to our attention that the Cenotaph in Maynard and the one in North Augusta require a through cleaning to restore them to optimal condition. We are hoping to have this done before another Remembrance Day is upon us.

We recently had Helping Hands Headstone Cleaning prepare a quote representing what this cleaning would cost. He came back with a figure of \$4,000.00, tax included. This also includes the use of his truck, ladders and equipment. He cleaned the one in Prescott, in front of the Legion last year and did a stellar job of bringing it back to its former state.

It is our hope that the township would be willing to pay half of this expense. If this is possible, please let us know and we will make all arrangements and bring you a copy of the bill for your records. Thank you for considering our request.

Yours In Comradeship,

*Veronica Burchell*

Veronica Burchell, President, on behalf of the Executive Committee

"THEY SERVED TILL DEATH! WHY NOT WE?"



# AUGUSTA TOWNSHIP

Date: September 11, 2023

Resolution No: \_\_\_\_\_

### MOVED BY

- Deputy Mayor Wynands
- Councillor Bowman
- Councillor Henry
- Councillor Pape

### SECONDED BY

- Deputy Mayor Wynands
- Councillor Bowman
- Councillor Henry
- Councillor Pape

**BE IT RESOLVED THAT** Council supports the grant submission to the Grenville Community Futures Development Corporation (CFDC) for \$3000 to support the Makers Map initiative and;

**THAT** Council authorizes the Clerk to enter into an agreement with CFDC upon notification of a successful application.

### RECORDED VOTE:

	FOR	AGAINST
Councillor Bowman	___	___
Councillor Henry	___	___
Councillor Pape	___	___
Mayor Shaver	___	___
Deputy Mayor Wynands	___	___

CARRIED

DEFEATED

DEFERRED

\_\_\_\_\_  
Mayor

Declaration of pecuniary interest by: \_\_\_\_\_

Nature of interest: \_\_\_\_\_

- Disclosed His/Her/Their Interest
- Vacated His/Her/Their Seat
- Abstained from discussion & did not vote on the question

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-084  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** SNRCA & RVCA Agreements  
**AUTHOR:** Annette Simonian, Clerk

### RECOMMENDATION:

**THAT** Council adopt By-Law 3648-2023 and By-Law 3649-2023 to execute an agreement with Rideau Valley Conservation Authority (RVCA) and South Nation River Conservation Authority (SNRCA) for delivery of Watershed Programs for the Township.

### BACKGROUND:

Changes to the Conservation Authorities Act now requires Conservation Authorities to enter into agreements with participating municipalities for the continued delivery of category 3 Watershed Programs and Services that include activities to address local environmental conditions.

SNRCA and RVCA are requesting municipalities enter into a five-year agreement (January 1, 2024 through December 31, 2028) subject to a five-year review and renewal unless the agreement has been terminated or amended.

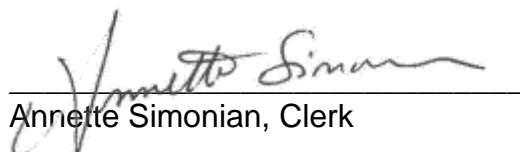
Both Board of Directors, which includes Deputy Mayor Wynands, approved the business cases that formed the proposed agreements and approval was given to enter into an agreement with the municipality for the continued delivery of these programs.

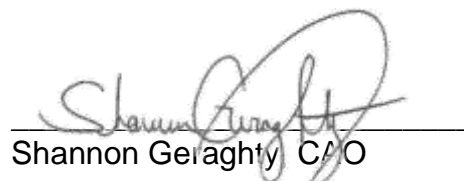
Schedule A and B of both agreements outline the programs and services and Municipal levy apportionment.

The agreements must be signed by January 1, 2024, but are appreciated sooner to facilitate the planning of their 2024 budgets.

### FINANCIAL:

The total annual levy will remain the same costs. The agreement just provides the municipal cost distributing allotment for the category 3, non-mandatory services for the Township as per the requirements in the Conservation Authorities Act.

  
Annette Simonian, Clerk

  
Shannon Geraghty, CAO

# AUGUSTA TOWNSHIP



## THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3648-2023

### A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH RIDEAU VALLEY CONSERVATION AUTHORITY (RVCA)

---

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

**AND WHEREAS** the Conservation Authorities Act requires RVCA enter into an agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

**AND WHEREAS** Council deems it desirable for the RVCA continue to deliver Watershed Programs and Services;

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF AUGUSTA HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and the Clerk are hereby authorized to execute on behalf of the TOWNSHIP OF AUGUSTA this Agreement for cost apportioning for Augusta Township.
2. **THAT** Appendix A shall form part of this By-Law.
3. **THAT** this By-Law is in full force as of January 1, 2024.

**READ a first, second, and third time and finally passed this 11 day of September, 2023**

---

MAYOR

---

CLERK

## AUGUSTA TOWNSHIP

### APPENDIX A By-Law 3648-2023



## COST APPORTIONING AGREEMENT WATERSHED PROGRAMS AND SERVICES

THIS AGREEMENT dated the 1<sup>st</sup> day of **January 2024**.

BETWEEN

### **RIDEAU VALLEY CONSERVATION AUTHORITY**

a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27  
(hereinafter "RVCA")

- and -

Corporation of the Township of Augusta  
municipal corporation under the *Municipal Act, 2001*, S.O. 2001 c. 25  
(hereinafter the "Participating Municipality")

**WHEREAS** RVCA has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1966;

**AND WHEREAS** section 21.1.2 of the *Conservation Authorities Act* requires RVCA enter into agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

**AND WHEREAS** the Participating Municipalities wish that RVCA continue to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services;

**AND WHEREAS** the *Conservation Authorities Act* and Ontario Regulation 687/21 permits RVCA to establish and charge user fees for Watershed Programs and Services;

**NOW THEREFORE**, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **1. Definitions**

1.1. In this Agreement:

1.1.1. "Act" means the *Conservation Authorities Act*, R.S.O. 1990, c. C.27

1.1.2. "Agreement" means this agreement entered into between the Participating Municipalities and RVCA and has the same meaning as "cost apportioning agreement" in Ontario Regulation 687/21.

1.1.3. "business day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which RVCA has elected to be closed for business.

1.1.4. "municipal levy" has the same meaning as "apportionment" in section 27 of the *Conservation Authorities Act* and Ontario Regulation 402/22.

1.1.5. "notice" means any communication given or required to be given pursuant to the Agreement.

1.1.6. "parties" means the Participating Municipalities and RVCA.

## **AUGUSTA TOWNSHIP**

1.1.7. “party” means either RVCA or one of the Participating Municipalities.

1.1.8. “Watershed Programs and Services” are the programs and services identified in Schedule A that RVCA determines are advisable to further the purposes of the *Conservation Authorities Act* and has the same meaning as “Category 3 programs and services” and “other programs and services” in the Act and Ontario Regulation 687/21.

1.1.9. “watershed-based resource management strategy” has the same meaning as in Ontario Regulation 686/21.

### **2. Apportionment**

2.1. The Participating Municipalities agree to apportion a maximum of twenty (20) percent of their annual municipal levy for the delivery of Watershed Programs and Services in accordance with section 27 of the Act.

2.2. Municipal levy apportionment is determined annually from assessment data provided by the province. Schedule B references 2023 municipal levy apportionment.

### **3. Watershed Programs and Services**

3.1. RVCA shall deliver the Watershed Programs and Services described in Schedule A.

3.2. The Parties agree the Watershed Programs and Services may be included in the watershed-based resource management strategy.

### **4. Fees**

4.1. The Participating Municipalities permit RVCA to establish and charge user fees for the Watershed Programs and Services.

4.2. RVCA shall set user fees on an annual basis.

4.3. RVCA shall provide a minimum thirty (30) days’ notice to Participating Municipalities of changes to Watershed Programs and Services user fees.

### **5. Term of Agreement**

5.1. The term of the Agreement is five (5) years commencing on the date set out above and end on December 31, 2028, subject to the renewal provisions of this Agreement.

5.2. The Agreement shall be automatically renewed for a five (5) year term from January 1, 2029, on the same terms and conditions contained herein, unless the Agreement has been terminated in accordance with the terms or conditions of this Agreement.

### **6. Review**

6.1. The Parties shall review the Agreement every five (5) years.

6.2. The Agreement shall be reviewed a minimum of six (6) months prior to the termination date for the purposes of determining whether the Agreement is to be renewed by the Parties.

### **7. Amendment**

7.1. This Agreement shall not be amended except by instrument in writing signed by the Parties preceded by six (6) months written notice to all Parties.

### **8. Termination**

8.1. A party may terminate their participation in this Agreement upon delivering a

## AUGUSTA TOWNSHIP

minimum six (6) months written notice to all parties prior to July 31 in a calendar year of the Agreement.

8.2. The municipal levy commitment of a Participating Municipality that terminates their participation in this Agreement shall remain in effect until December 31 of the year in which the termination takes effect.

### 9. Notice

9.1. Notice must be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax and shall be addressed to each Party listed below:

For the RVCA: Sommer Casgrain-Robertson  
General Manager / Secretary-Treasurer  
3889 Rideau Valley Drive  
Manotick ON K4M 1A5  
Tel.: 613-692-3571  
Email: sommer.casgrain-robertson@rvca.ca

For the Municipality: Annette Simonian  
Clerk  
3560 County Road 26  
Prescott, ON K0E 1T0  
Tel.: 613-925-4231 X 105  
Email: asimonian

9.2. Notice shall be deemed to have been given:

9.2.1. in the case of postage-prepaid mail, five (5) business days after the notice is mailed; or

9.2.2. in the case of email, personal delivery, or fax, one (1) business day after the notice is delivered.

### 10. Arbitration

10.1. If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:

10.1.1. To meet – with each party in attendance represented by legal counsel – within a period of fifteen (15) days from the date a notice of dispute is filed by a party to participate in good faith in negotiating a resolution of the dispute.

10.1.2. To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.

10.1.3. If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.

10.1.4. The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in accordance with the *Arbitrations Act, 1991*, by delivery of a notice of arbitration to the other party.

10.1.5. The costs of the arbitrator shall be split equally between the Parties.



## **AUGUSTA TOWNSHIP**

### **11. Force majeure**

11.1. The Parties shall not be considered in default in performance of their obligations under the Agreement to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be cause beyond the control of the Parties which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, pandemics, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government, and acts of war (declared or undeclared) provided such cause could not have been reasonably foreseen and guarded against.

### **12. Severability**

12.1. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

### **13. Counter Parts**

13.1. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **14. Assignment**

14.1. This Agreement shall not be assignable by the parties hereto without the written consent of the other parties being first obtained.

### **15. Relationship of the Parties**

15.1. It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between RVCA and the Participating Municipalities. RVCA shall have no authority to bind the Participating Municipalities for the performance of any contract or otherwise obligate the Participating Municipalities.

### **16. Governing Law**

16.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

16.2. The Participating Municipalities and RVCA agree the venue for any litigation shall be Ottawa, Ontario.

**AUGUSTA TOWNSHIP**

**IN WITNESS WHEREOF** the parties hereto have executed the Agreement.

**RIDEAU VALLEY CONSERVATION AUTHORITY**

\_\_\_\_\_  
Kristin Strackerjan  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sommer Casgrain-Robertson  
General Manager / Secretary-Treasurer

\_\_\_\_\_  
Date

*We have authority to bind the Rideau Valley Conservation Authority.*

**Corporation of the Township of Augusta**

\_\_\_\_\_  
Jeff Shaver  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Annette Simonian  
Clerk

\_\_\_\_\_  
Date

# **AUGUSTA TOWNSHIP**

## **Schedule A**

### **Rideau Valley Conservation Authority Watershed Programs and Services**

---

#### **1.0 Surface Water Monitoring and Reporting**

This program includes:

- i. Water chemistry monitoring and reporting;
- ii. Aquatic and terrestrial monitoring and reporting;
- iii. Community outreach, engagement and education; and
- iv. Watercourse, lake, wetland and habitat enhancement projects.

Municipal levy supports:

- i. Staffing resources for program coordination, sampling, data analysis, reporting, external funding applications, project planning and community outreach; and
- ii. Lab fees and equipment.

#### **2.0 Private Land Stewardship and Outreach**

This program includes:

- v. Tree planting;
- vi. Clean water programs;
- vii. Shoreline naturalization; and
- viii. Community outreach, engagement and education.

Municipal levy supports:

- iii. Staffing resources for program coordination, site visits, project planning, external funding applications, reporting and community outreach; and
- iv. cost-share grants to private landowners for water quality improvement projects.

# AUGUSTA TOWNSHIP

## Schedule B

### Rideau Valley Conservation Authority Municipal Levy Apportionment

Municipal levy apportionment follows the modified current value assessment method levy apportionment calculation set by provincial regulation. Table 1 includes a reference summary of the 2023 municipal levy percentage breakdown by municipality.

**Table 1:** Rideau Valley Conservation Authority's 2023 municipal levy breakdown.

Participating Municipality	Municipal Levy Breakdown by Percentage <sup>1</sup>
Ottawa	90.86 %
North Grenville	1.70 %
Rideau Lakes	1.09 %
Smiths Falls	0.92 %
Perth	0.86 %
Beckwith	0.77 %
Tay Valley	0.74 %
Drummond/North Elmsley	0.72 %
Elizabethtown-Kitley	0.64 %
South Frontenac	0.40 %
Montague	0.38 %
Merrickville-Wolford	0.37 %
Central Frontenac	0.19 %
Augusta	0.14 %
Westport	0.11 %
Clarence-Rockland	0.09 %
North Dundas	0.02 %
Athens	0.01 %
<b>Total</b>	<b>100%</b>

1. Municipal levy apportionment is determined on an annual basis as per assessment data provided by the Ministry of Natural Resources and Forestry.

# AUGUSTA TOWNSHIP



## THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3649-2023

### A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH SOUTH NATION RIVER CONSERVATION AUTHORITY (SNRCA)

---

**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

**AND WHEREAS** the Conservation Authorities Act requires SNRCA enter into an agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

**AND WHEREAS** Council deems it desirable for the SNRCA continue to deliver Watershed Programs and Services;

**NOW THEREFORE THE COUNCIL OF THE TOWNSHIP OF AUGUSTA HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and the Clerk are hereby authorized to execute on behalf of the TOWNSHIP OF AUGUSTA this Agreement for cost apportioning for Augusta Township.
2. **THAT** Appendix A shall form part of this By-Law.
3. **THAT** this By-Law is in full force as of January 1, 2024.

**READ a first, second, and third time and finally passed this 11<sup>th</sup> day of  
September, 2023**

---

MAYOR

---

CLERK



SOUTH NATION  
**CONSERVATION**  
 DE LA NATION SUD

**AUGUSTA TOWNSHIP**

**COST APPORTIONING AGREEMENT  
 WATERSHED PROGRAMS AND SERVICES**

THIS AGREEMENT dated the 1<sup>st</sup> day of **January 2024**.

BETWEEN

**SOUTH NATION RIVER CONSERVATION AUTHORITY**

a conservation authority under the *Conservation Authorities Act*, R.S.O. 1990 c. C-27  
 (hereinafter "SNRCA")

- and -

**THE CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET,  
 THE CORPORATION OF AUGUSTA TOWNSHIP,  
 THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN,  
 THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN,  
 THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND,  
 THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL,  
 THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY,  
 THE CORPORATION OF THE NATION MUNICIPALITY,  
 THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS,  
 THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY,  
 THE CORPORATION OF THE MUNICIPALITY OF NORTH GRENVILLE,  
 THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT,  
 THE CORPORATION OF THE CITY OF OTTAWA,  
 THE CORPORATION OF THE TOWNSHIP OF RUSSELL,  
 THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS,  
 THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT**  
 municipal corporations under the *Municipal Act, 2001*, S.O. 2001 c. 25  
 (hereinafter the "Participating Municipalities")

**WHEREAS** SNRCA has delivered Watershed Programs and Services that further the conservation, restoration, development, and management of natural resources within its jurisdiction in consultation with the Participating Municipalities since 1947;

**AND WHEREAS** section 21.1.2 of the *Conservation Authorities Act* requires SNRCA enter into agreement with the Participating Municipalities to apportion municipal levy for the continued delivery of Watershed Programs and Services;

**AND WHEREAS** the Participating Municipalities wish that SNRCA continue to deliver Watershed Programs and Services and agree to apportion a percentage of their municipal levy for said programs and services;

**AND WHEREAS** the *Conservation Authorities Act* and Ontario Regulation 687/21 permits SNRCA to establish and charge user fees for Watershed Programs and Services;

**NOW THEREFORE**, in consideration of the terms of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**17. Definitions**

17.1. In this Agreement:

17.1.1. "Act" means the *Conservation Authorities Act*, R.S.O. 1990, c. C.27



## AUGUSTA TOWNSHIP

- 17.1.2. “Agreement” means this agreement entered into between the Participating Municipalities and SNRCA and has the same meaning as “cost apportioning agreement” in Ontario Regulation 687/21.
- 17.1.3. “business day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which SNRCA has elected to be closed for business.
- 17.1.4. “municipal levy” has the same meaning as “apportionment” in sections 25 and 27 of the *Conservation Authorities Act* and Ontario Regulation 402/22.
- 17.1.5. “notice” means any communication given or required to be given pursuant to the Agreement.
- 17.1.6. “parties” means the Participating Municipalities and SNRCA.
- 17.1.7. “party” means either SNRCA or one of the Participating Municipalities.
- 17.1.8. “Watershed Programs and Services” are the programs and services identified in Schedule A that SNRCA determines are advisable to further the purposes of the *Conservation Authorities Act* and has the same meaning as “Category 3 programs and services” and “other programs and services” in the Act and Ontario Regulation 687/21.
- 17.1.9. “watershed-based resource management strategy” has the same meaning as in Ontario Regulation 686/21.

### 18. Apportionment

- 18.1. The Participating Municipalities agree to apportion a maximum of twelve (12) percent of their annual municipal levy for the delivery of Watershed Programs and Services in accordance with sections 25 and 27 of the Act.
- 18.2. Municipal levy apportionment is determined annually from assessment data provided by the province. Schedule B references 2023 municipal levy apportionment.

### 19. Watershed Programs and Services

- 19.1. SNRCA shall deliver the Watershed Programs and Services described in Schedule A.
- 19.2. The Parties agree the Watershed Programs and Services may be included in the watershed-based resource management strategy.

### 20. Fees

- 20.1. The Participating Municipalities permit SNRCA to establish and charge user fees for the Watershed Programs and Services.
- 20.2. SNRCA shall set user fees on an annual basis.
- 20.3. SNRCA shall provide a minimum thirty (30) days’ notice to Participating Municipalities of changes to Watershed Programs and Services user fees.

### 21. Term of Agreement

- 21.1. The term of the Agreement is five (5) years commencing on the date of the date set out above and end on December 31, 2028, subject to the renewal provisions of this Agreement.

## **AUGUSTA TOWNSHIP**

- 21.2. The Agreement shall be automatically renewed for a five (5) year term from January 1, 2029, on the same terms and conditions contained herein, unless the Agreement has been terminated early in accordance with the terms or conditions of this Agreement.

### **22. Review**

- 22.1. The Parties shall review the Agreement every five (5) years.
- 22.2. The Agreement shall be reviewed a minimum of six (6) months prior to the termination date for the purposes of determining whether the Agreement is to be renewed by the Parties.

### **23. Amendment**

- 23.1. This Agreement shall not be amended except by instrument in writing signed by the Parties preceded by six (6) months written notice to all Parties.

### **24. Termination**

- 24.1. A party may terminate their participation in this Agreement upon delivering a minimum six (6) months written notice to all parties prior to July 31 in a calendar year of the Agreement.
- 24.2. The municipal levy commitment of a Participating Municipality that terminates their participation in this Agreement shall remain in effect until December 31 of the year in which the termination takes effect.

### **25. Notice**

- 25.1. Notice must be in writing and shall be delivered by email, postage-prepaid mail, personal delivery, or fax and shall be addressed to each Party listed in Schedule C.
- 25.2. Notice shall be deemed to have been given:
- 25.2.1. in the case of postage-prepaid mail, five (5) business days after the notice is mailed; or
  - 25.2.2. in the case of email, personal delivery, or fax, one (1) business day after the notice is delivered.

### **26. Arbitration**

- 26.1. If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:
- 26.1.1. To meet – with each party in attendance represented by legal counsel – within a period of fifteen (15) days from the date a notice of dispute is filed by a party to participate in good faith in negotiating a resolution of the dispute.
  - 26.1.2. To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.
  - 26.1.3. If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
  - 26.1.4. The parties shall meet and appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then upon written notice by any party to the other the matter shall be settled by arbitration in

## **AUGUSTA TOWNSHIP**

accordance with the *Arbitrations Act, 1991*, by delivery of a notice of arbitration to the other party.

26.1.5. The costs of the arbitrator shall be split equally between the Parties.

### **27. Force majeure**

27.1. The Parties shall not be considered in default in performance of their obligations under the Agreement to the extent that the performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be cause beyond the control of the Parties which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, pandemics, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government, and acts of war (declared or undeclared) provided such cause could not have been reasonably foreseen and guarded against.

### **28. Severability**

28.1. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

### **29. Counter Parts**

29.1. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **30. Assignment**

30.1. This Agreement shall not be assignable by the parties hereto without the written consent of the other parties being first obtained.

### **31. Relationship of the Parties**

31.1. It is expressly agreed that this Agreement shall not be construed as a partnership or joint venture between SNRCA and the Participating Municipalities. SNRCA shall have no authority to bind the Participating Municipalities for the performance of any contract or otherwise obligate the Participating Municipalities.

### **32. Governing Law**

32.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

32.2. The Participating Municipalities and SNRCA agree the venue for any litigation shall be Ottawa, Ontario.

– signature pages follow –

**AUGUSTA TOWNSHIP**

**IN WITNESS WHEREOF** the parties hereto have executed the Agreement.

SOUTH NATION RIVER CONSERVATION AUTHORITY

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer

\_\_\_\_\_  
Date

*We have authority to bind the South Nation River Conservation Authority.*

THE CORPORATION OF THE TOWNSHIP OF ALFRED AND PLANTAGENET

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of Alfred and Plantagenet.*

THE CORPORATION OF AUGUSTA TOWNSHIP

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of Augusta Township.*

THE CORPORATION OF THE MUNICIPALITY OF CASSELMAN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Municipality of Casselman.*

**AUGUSTA TOWNSHIP**

THE CORPORATION OF THE TOWNSHIP OF CHAMPLAIN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of Champlain.*

THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the City of Clarence-Rockland.*

THE CORPORATION OF THE TOWNSHIP OF EDWARDSBURGH CARDINAL

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of Edwardsburgh Cardinal.*

THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of Elizabethtown-Kitley.*

**AUGUSTA TOWNSHIP**

THE CORPORATION OF THE NATION MUNICIPALITY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of The Nation Municipality.*

THE CORPORATION OF THE TOWNSHIP OF NORTH DUNDAS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of North Dundas.*

THE CORPORATION OF THE TOWNSHIP OF NORTH GLENGARRY

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of North Glengarry.*

THE CORPORATION OF THE TOWNSHIP OF NORTH GRENVILLE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of North Grenville.*



**AUGUSTA TOWNSHIP**

THE CORPORATION OF THE TOWNSHIP OF NORTH STORMONT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of North Stormont.*

THE CORPORATION OF THE CITY OF OTTAWA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the City of Ottawa.*

THE CORPORATION OF THE TOWNSHIP OF RUSSELL

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of Russell.*

THE CORPORATION OF THE TOWNSHIP OF SOUTH DUNDAS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of South Dundas.*

**AUGUSTA TOWNSHIP**

THE CORPORATION OF THE TOWNSHIP OF SOUTH STORMONT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

*We are authorized by bylaw to bind the Corporation of the Township of South Stormont.*

# AUGUSTA TOWNSHIP

## SCHEDULE A

### South Nation River Conservation Authority Watershed Programs and Services

#### 1.0 Private Land Stewardship and Outreach

Private land stewardship and outreach includes:

- ix. tree planting;
- x. clean water programs;
- xi. habitat restoration; and
- xii. education and outreach initiatives.

Municipal levy supports:

- v. staffing resources for program coordination, external funding applications, and reporting for the tree planting, clean water, habitat restoration, and outreach programs; and
- vi. cost-share grants to groups hosting water-related recreational events and supporting community environment projects, and to private landowners for water quality improvement projects.

Private Land Stewardship and Outreach represents 3.88% of the municipal levy and is financed under section 27 of the Act.

#### 2.0 Conservation Land Securement

Municipal levy supports the acquisition of conservation lands and the securement of external funding sources (e.g., federal, provincial, and private). Conservation land acquisitions are subject to Board of Directors approval and South Nation Conservation's Land Securement Strategy.

Conservation Land Securement represents 8.12% of the municipal levy and is financed under section 25 of the Act.

# AUGUSTA TOWNSHIP

## SCHEDULE B

### South Nation River Conservation Authority Municipal Levy Apportionment

Apportionment follows the modified current value assessment method levy apportionment calculation set by provincial regulation. Table 1 includes a reference summary of the 2023 municipal levy percentage breakdown by municipality.

**Table 1:** South Nation Conservation's 2023 municipal levy breakdown.

<b>Participating Municipality</b>	<b>Municipal levy breakdown by percentage<sup>1</sup></b>
Ottawa	76.81%
Clarence-Rockland	4.50%
Russell	3.98%
The Nation	2.47%
North Dundas	2.40%
South Dundas	2.10%
Alfred and Plantagenet	1.58%
Edwardsburgh/Cardinal	1.39%
North Grenville	1.30%
North Stormont	1.11%
Augusta	0.95%
Casselman	0.80%
North Glengarry	0.38%
South Stormont	0.20%
Elizabethtown - Kitley	0.02%
Champlain	0.02%
<b>Total</b>	<b>100%</b>

<sup>1</sup> Municipal levy apportionment is set on an annual basis as per assessment information provided by the Ministry of Natural Resources and Forestry.

# AUGUSTA TOWNSHIP

## SCHEDULE C

### Notice Contact Information

<p><b>South Nation River Conservation Authority</b> 38 Victoria Street. P.O. Box 29 Finch, ON K0C 1K0 Email: info@nation.on.ca</p> <p>Attention: Secretary-Treasurer</p>	<p><b>Township of Edwardsburgh Cardinal</b> 18 Centre St. P.O. Box 129 Spencerville, ON K0E 1X0 Email: mail@twpec.ca</p> <p>Attention: Clerk</p>	<p><b>Township of North Stormont</b> 15 Rue Union St. P .O. Box 99 Berwick, ON K0C 1G0 Email: ccalder@northstormont.ca</p> <p>Attention: Clerk</p>
<p><b>Township of Alfred and Plantagenet</b> 205 Old Highway 17 Plantagenet, ON K0B 1L0 Email: info@alfred-plantagenet.com</p> <p>Attention: Clerk</p>	<p><b>Township of Elizabethtown-Kitley</b> 6544 New Dublin Rd Addison ON K0E 1A0 Email: mail@ektwp.ca</p> <p>Attention: Clerk</p>	<p><b>City of Ottawa</b> 110 Laurier Avenue West Ottawa, ON K1P 1J1 Email: caitlin.salter-macdonald@ottawa.ca</p> <p>Attention: Clerk</p>
<p><b>Township of Augusta</b> 3560 County Road 26 Prescott, ON K0E 1T0 Email: officeclerk@augusta.ca</p> <p>Attention: Clerk</p>	<p><b>Nation Municipality</b> 958 route 500 West Casselman ON K0A 1M0 Email: admin@nationmun.ca Attention: Clerk</p>	<p><b>Township Russell</b> 717 Notre-Dame St Embrun ON K0A 1W1 Email: info@russell.ca</p> <p>Attention: Clerk</p>
<p><b>Village of Casselman</b> 751 St-Jean Street P.O. Box 710 Casselman, ON K0A 1M0 Email: info@casselman.ca</p> <p>Attention: Clerk</p>	<p><b>Township of North Dundas</b> 636 St. Lawrence Street P.O. Box 489 Winchester, ON K0C 2K0 Email: info@northdundas.com</p> <p>Attention: Clerk</p>	<p><b>Municipality of South Dundas</b> 34 Ottawa Street P.O. Box 740 Morrisburg, ON K0C 1X0 Email: mail@southdundas.com</p> <p>Attention: Clerk</p>
<p><b>City of Clarence-Rockland</b> 1560 Laurier Street Rockland, ON K4K 1P7 Email: info@clarence-rockland.com</p> <p>Attention: Clerk</p>	<p><b>Township of North Glengarry</b> 3720 County Road 34 R.R. 2 Alexandria, ON K0C 1A0 Email: info@northglengarry.ca.</p> <p>Attention: Clerk</p>	<p><b>Township of South Stormont</b> 2 Mille Roches Road P.O. Box 84 Long Sault, ON K0C 1P0 Email: info@southstormont.ca</p> <p>Attention: Clerk</p>
<p><b>Township of Champlain</b> 948 Pleasant Corner Road East Vankleek Hill, ON K0B 1R0 Email: info@champlain.ca</p> <p>Attention: Clerk</p>	<p><b>Municipality of North Grenville</b> 285 County Road #44 P.O. Box 130 Kemptville, ON K0G 1J0 Email: clerk@northgrenville.on.ca</p> <p>Attention: Clerk</p>	

## **AUGUSTA TOWNSHIP**

**REPORT NUMBER:** 2023-085  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Transient and/or Door-to-Door Sales  
**AUTHOR:** Annette Simonian, Clerk

### **RECOMMENDATION:**

**THAT** Council provide direction to staff regarding a policy for Transient and/or Door-to-Door Sales within the borders of Augusta Township.

### **BACKGROUND:**

A Member of Council received some calls regarding concerns about door-to-door sales going on in their neighbourhood.

Staff are seeking direction from Council on the desire to implement a Door-to-Door Sales policy that would require organizations to obtain permission to conduct door-to-door canvassing within the Township boundaries.

A Policy would provide staff with a process to review the business and product to ensure that they are permitted to operate and conduct business in this manner. It also allows staff the opportunity to make a post on our website that advises residents that the business has in fact registered with the Township and will be in the community for a specified length of time.

If staff creates a policy, there are several factors that must be taken into consideration:

- Exemption to this policy will have to be considered.
- Fee structure could get complex and possibly cost prohibitive for legit businesses that are welcomed to the area (such as improved internet services and charities).
- Enforcement and collecting fines could be difficult. If the door-to-door sales are conducted outside of business hours, the resident will need to call the police anyway.
- It might be difficult for staff to determine if a licensee is actually a legitimate business and might create liability on our part if we grant a license to someone who is out to scam.
- Posts on our website regarding registered door-to-door sales is only as good as the resident seeing the information on our website.



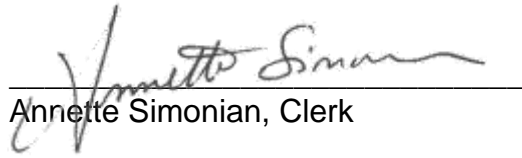
## AUGUSTA TOWNSHIP

### OPTIONS

- Direct staff to create a notice for residents for our website that offers tips and education regarding door-to-door operations and how to report a problem if they are concerned.
- Forward to the Police Services Board for discussion.

### FINANCIAL:

Based on Council's direction could generate revenue if a fee is required for registering a business. At this time the only cost is staff's time researching and putting together information on the concern to present to Council.



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Annette Simonian, Clerk



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Shannon Geraghty, CAO

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-086  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Tax Registration & Collections Update  
**AUTHOR:** Ann Shorey, Deputy Treasurer

### **RECOMMENDATION:**

**THAT** Council receive this report for information.

**THAT** Staff continue to contact and/or meet with the property owner(s) in an effort to negotiate acceptable payment arrangements for tax arrears.

### **PURPOSE:**

The purpose of this report is to provide Council with information relating to properties that have tax arrears in excess of two (2) years and therefore are eligible to come under the authority of the property tax sale legislation of the Municipal Act.

### **BACKGROUND:**

The tax sale process is commenced under the authority of Part XI of the *Municipal Act, R.S.O 2001, as amended* for the properties in all classes that have tax arrears in excess of two (2) years.

For the most part, the Township receives satisfactory payment plans or full payment on most property tax accounts with arrears through various collection methods. When these collection practices are no longer effective, the next step is to identify properties as eligible for registration of a tax arrears certificate. This is the first step in the tax sale process. The owners of these particular properties and all/any interested parties (mortgagees or lien holders) will be notified by registered mail of the initiation of this process.

The property tax sale registration process provides an effective tool in the collection of outstanding property taxes.

### **ANALYSIS AND OPTIONS:**

Final collection before tax registration notices were mailed to property owners with two or more years of arrears on June 1st, 2023, with June 21<sup>st</sup>, 2023 being the deadline to contact the finance department to make payment arrangements. At the time, seventy-six (76) properties were eligible for tax registration.

Since then, fifteen (15) properties have been paid in full, twenty-three (23) properties paid interest and 2021 arrears, and three (3) have entered payment arrangement contracts with the Township.

## AUGUSTA TOWNSHIP

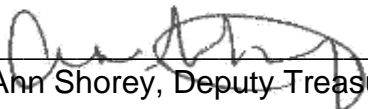
On August 15, 2023, RealTax Inc. was provided direction to begin the title search and tax certificate registration step of the tax process for the remaining 35 properties. Owners of these properties and all interested parties (mortgagees or lien holders) will be notified by registered mail of their property being eligible for registration of a tax arrears certificate, as required by Provincial legislation.

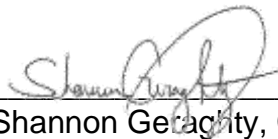
Once a tax arrears certificate is registered on title, the property owner has one year to pay the tax account in full. Failing that, the owner, the spouse, a mortgagee or a tenant occupying the land may enter into an extension agreement with the Township. An extension agreement allows additional time for payment of the property tax arrears. The terms of the agreement must be satisfactory to and signed off by the Township Treasurer and/or his designate.

If payment in full or a satisfactory extension agreement is not processed during the one (1) year period, the Township is in a position to proceed with a tax sale to recover outstanding property taxes, late payment charges and costs incurred relating to the tax sale process. Council will be informed if any of the listed properties reach that point.

### CONCLUSION:

Finance staff will continue to contact and/or meet with the property owner(s) in an effort to negotiate acceptable payment arrangements.

  
Ann Shorey, Deputy Treasurer

  
Shannon Geraghty, CAO

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-087  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Communication Survey Results  
**AUTHOR:** Vikki Werner-Mackeler, Deputy Clerk

### **RECOMMENDATION:**

**THAT** Council accept this report for information and provide any direction required to staff.

### **PURPOSE:**

One of Council's strategic priorities this term was to "develop and execute a corporate communications strategy to enhance current resources utilized to keep public and staff informed of issues, events, and activities". It was determined that the first step in this process would be to create a communication survey to gauge how residents currently feel we are doing in this area. This survey also served as the second project for the township's new community engagement webpage.

### **BACKGROUND:**

The survey was posted on the community engagement webpage from June 29, 2023 until July 24, 2023. It was advertised on the main page of the website by way of a banner at the top of the page and as a Public Notice, both of which had direct links to the project page. It was posted on Facebook on June 29, July 11, July 21 and July 24, 2023 and was advertised as our Facebook page's cover photo. The township office had a poster advertising the survey on the bulletin board and it was mentioned on the electronic sign in front of the office. The survey was available online, however paper copies were also printed and available at the township office.

### **ANALYSIS:**

A total of 20 people participated in the online survey. 19 of which were residents.

The majority of the participants were between the ages of 50-64 (8) followed by 30-49 (6), 65+ (5) and 18-29 (1).

Of those surveyed, most feel somewhat informed of what is happening within the township but are very split as to whether or not we do a good job communicating information. Those that agree and disagree are evenly split with nearly as many people choosing a neutral stance on the subject.

Most of the respondents read and like the Quarterly newsletter with most preferring to receive their information in that format. They also use/prefer Facebook followed by our website.

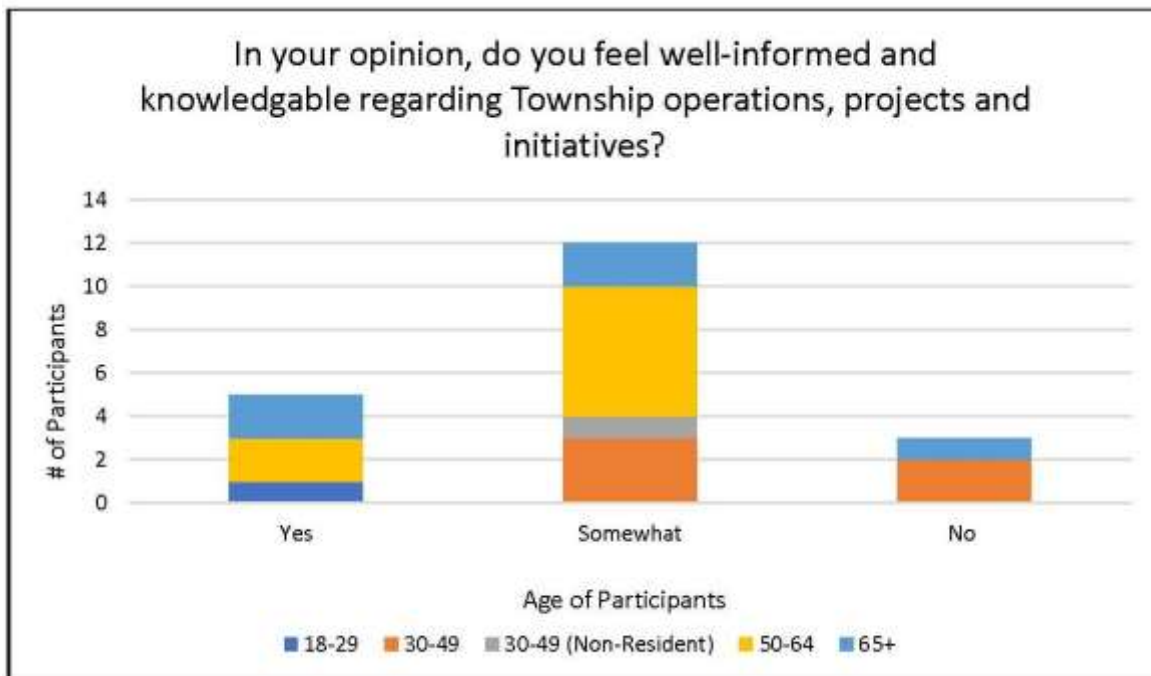
## AUGUSTA TOWNSHIP

As for meeting agendas and minutes, most residents either do not read them or do so only sometimes. Those that do are mostly in the 50+ age category. Residents were fairly evenly split on whether or not they knew we live stream Council meetings with those that did know stating that they do not watch them live, but a few have watched the recordings after the fact.

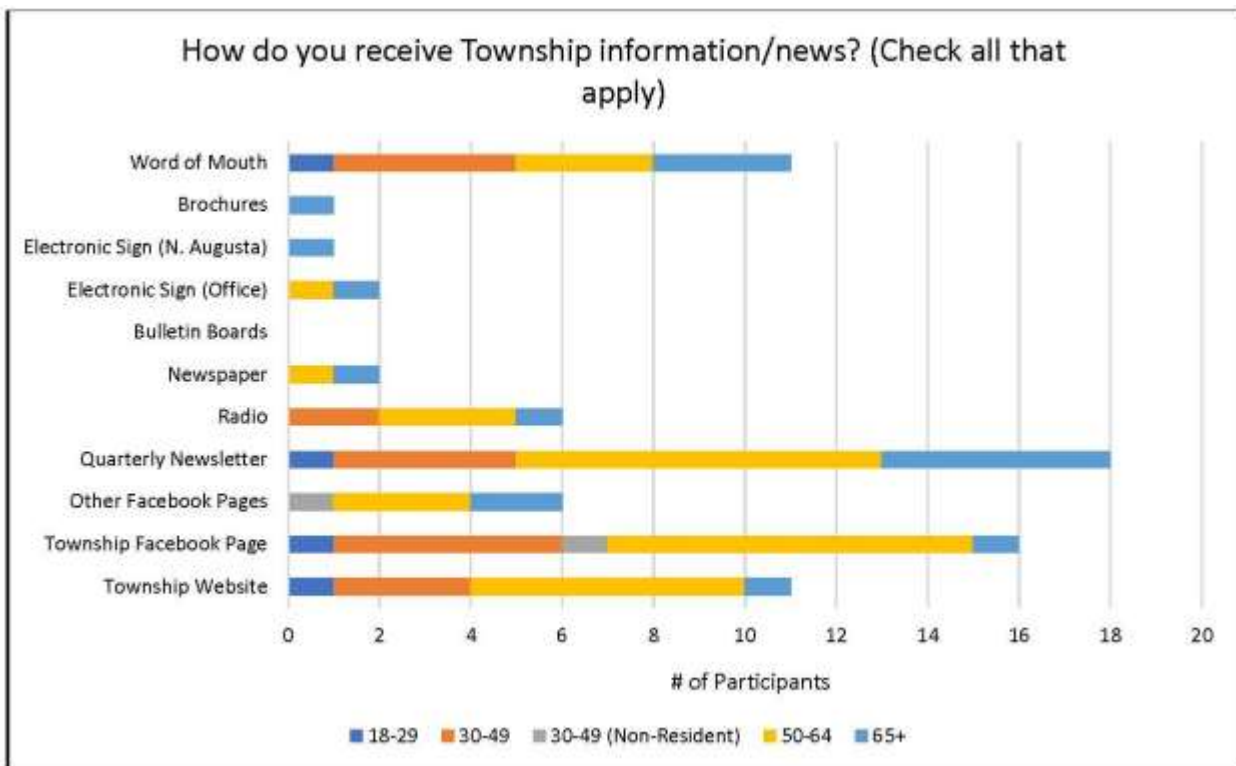
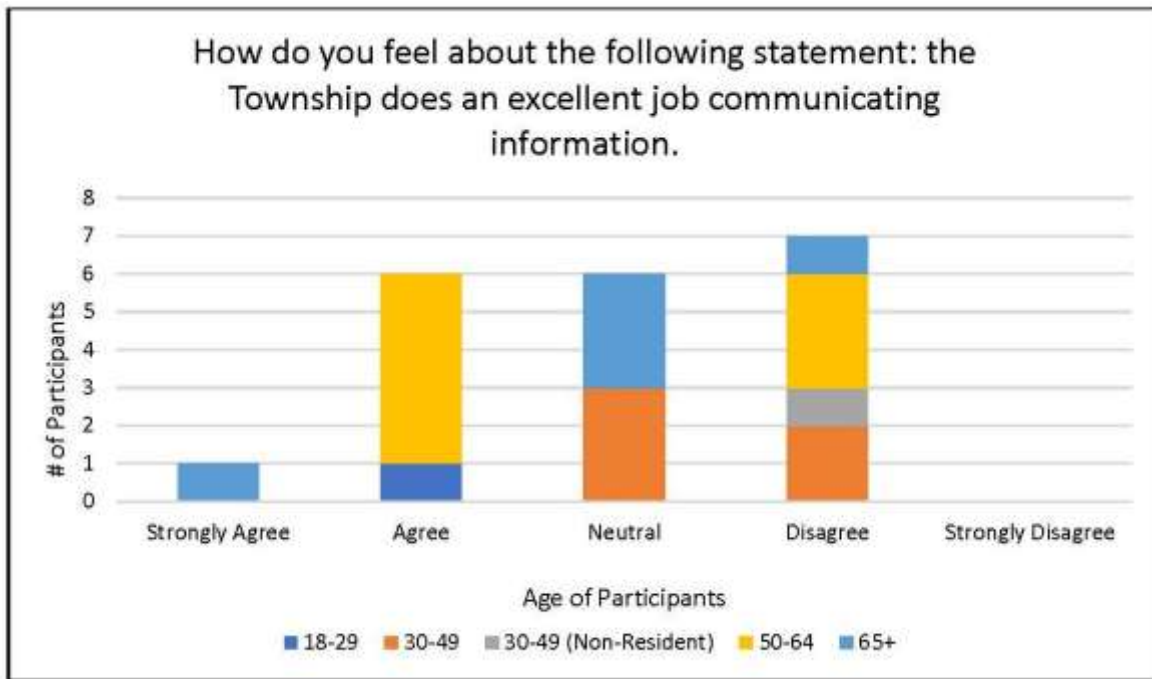
Although it was not asked if they read the newspaper, the newspaper appears to be the least utilized form of communication by respondents. They do, however, listen to the local radio stations, with the majority listening to Moose FM (Prescott), Bounce (Brockville) and Move (Brockville).

The Township appears to be heading in the right direction when it comes to communication. Promoting the use of and educating residents on how our agendas and minutes coexist may be of some benefit. Now that we are somewhat more comfortable with our live streaming process, it may also be beneficial to advertise this service on a more regular basis.

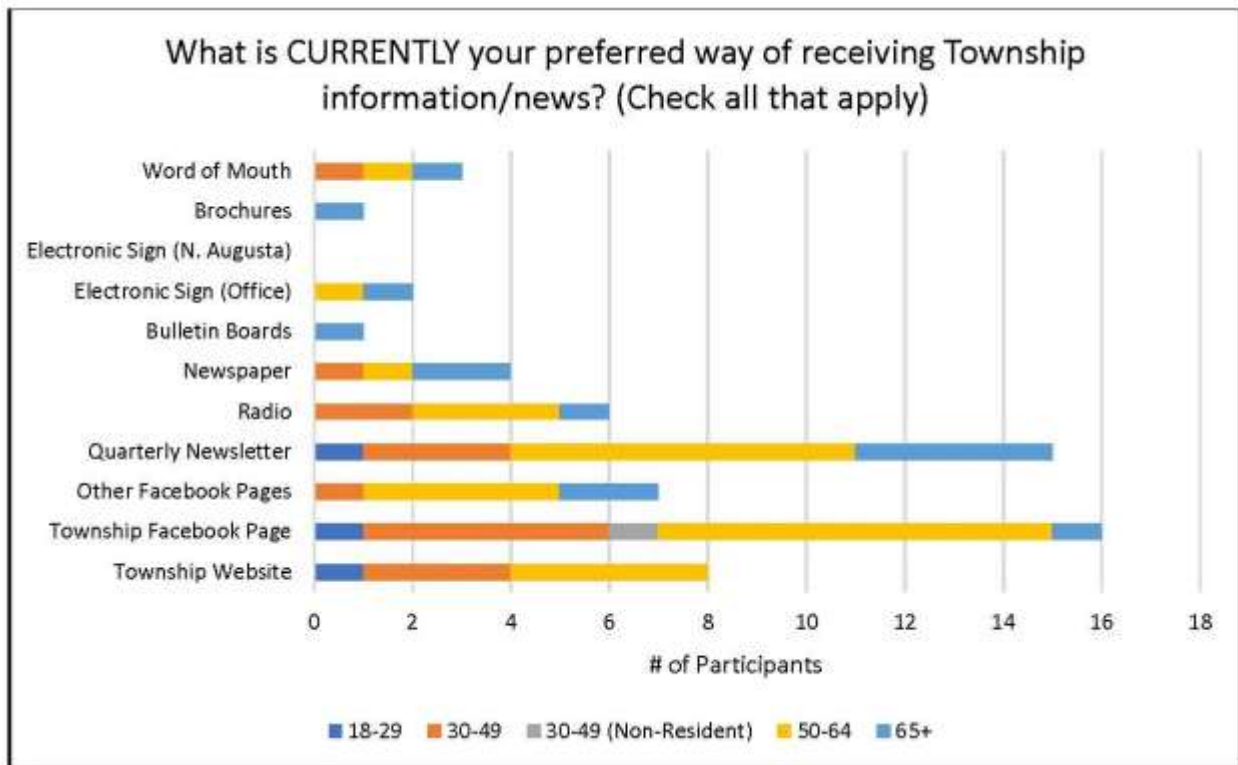
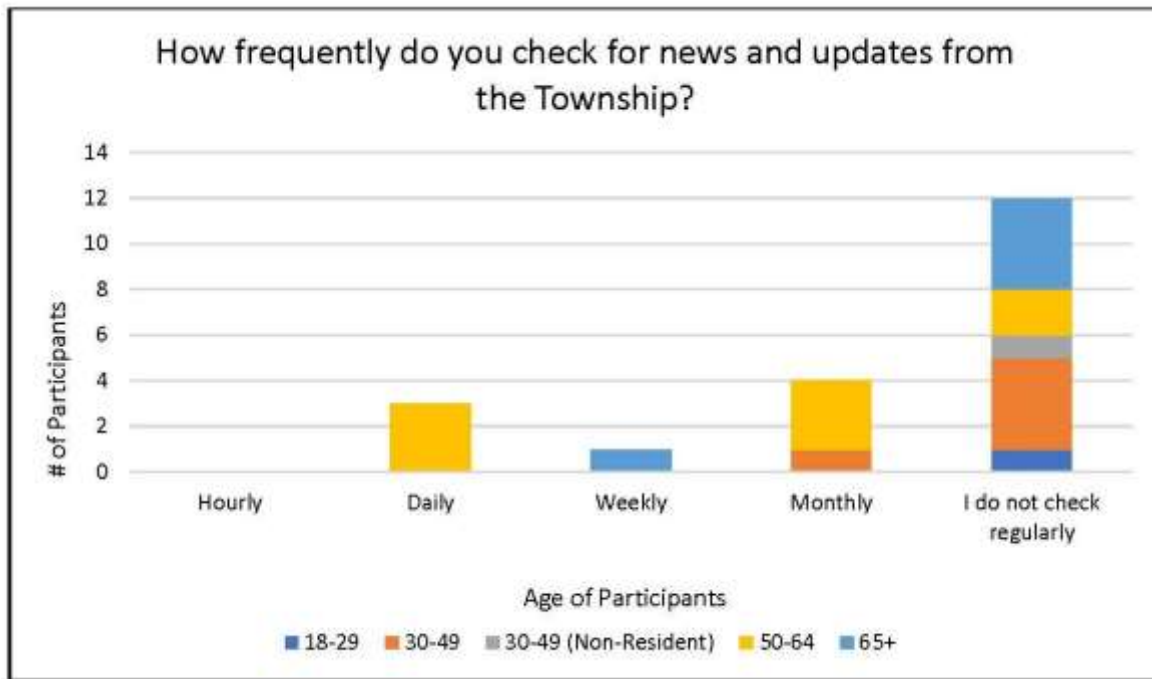
### RESULTS:



## AUGUSTA TOWNSHIP

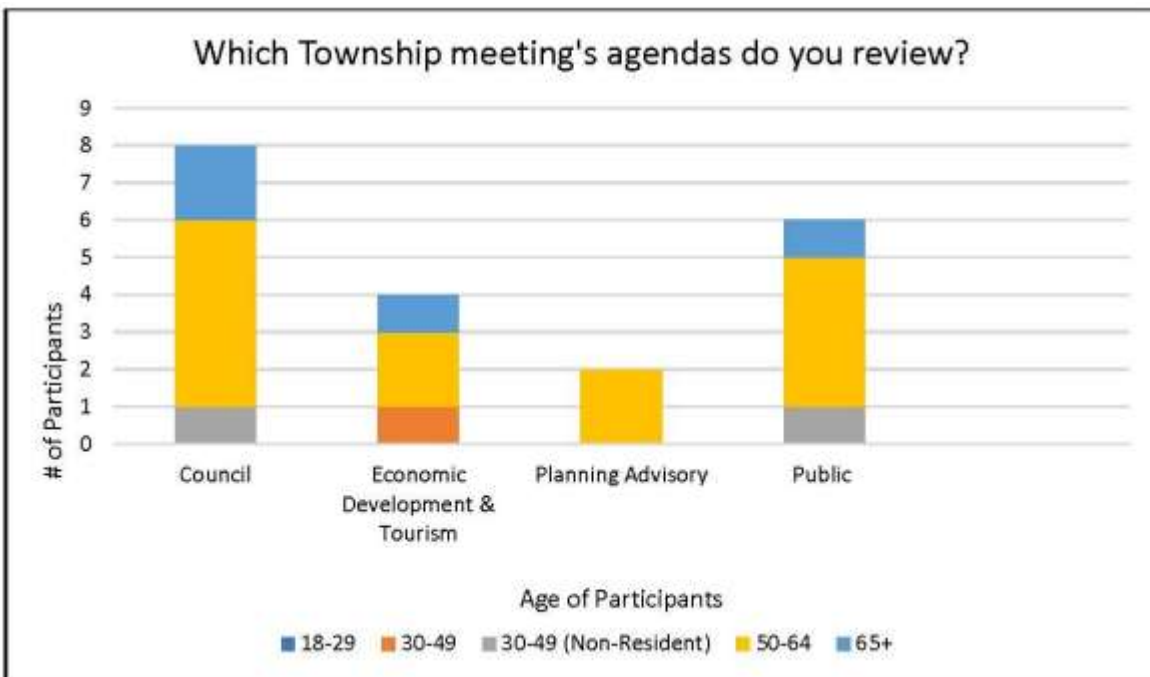
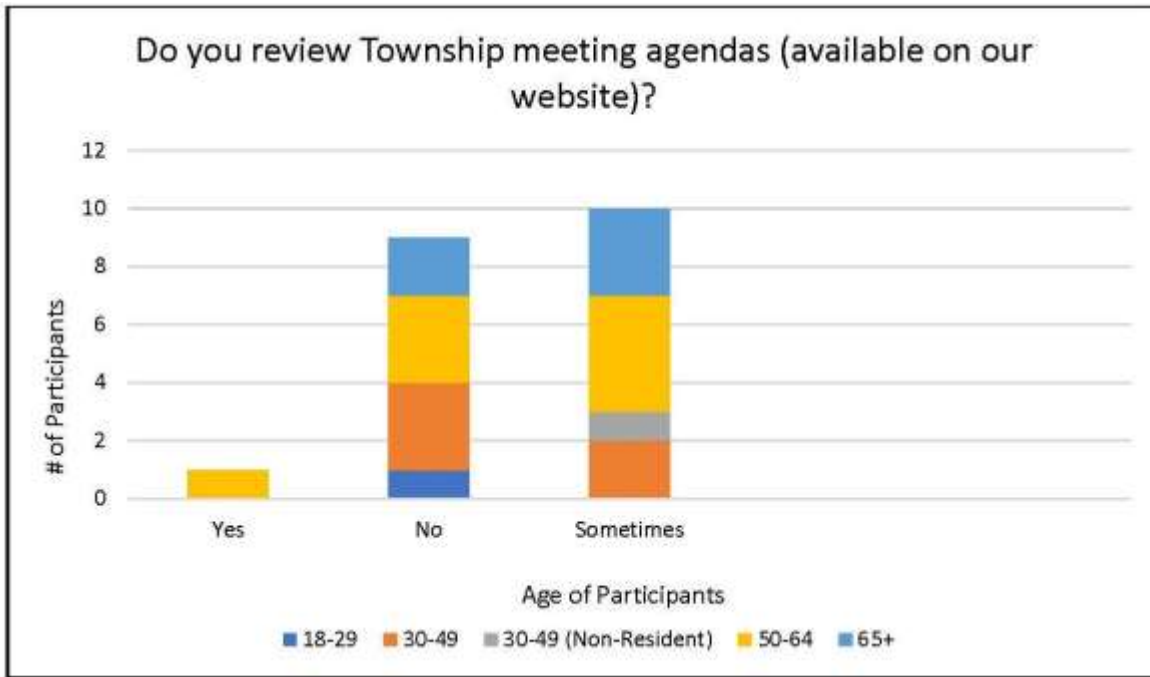


## AUGUSTA TOWNSHIP



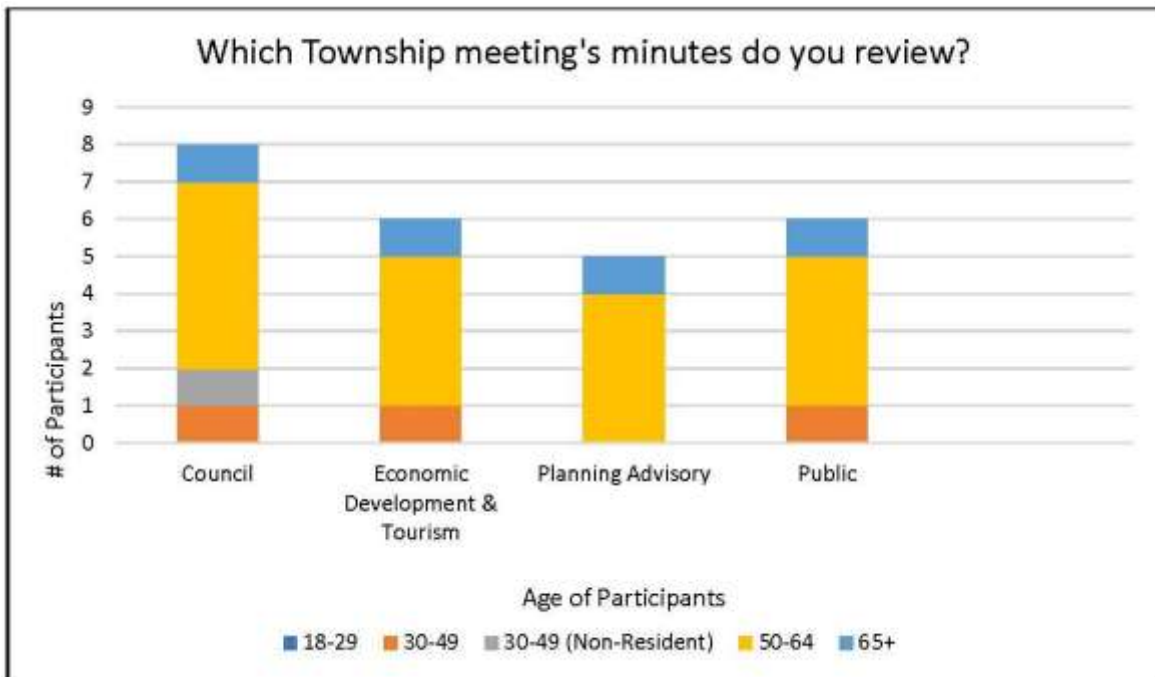
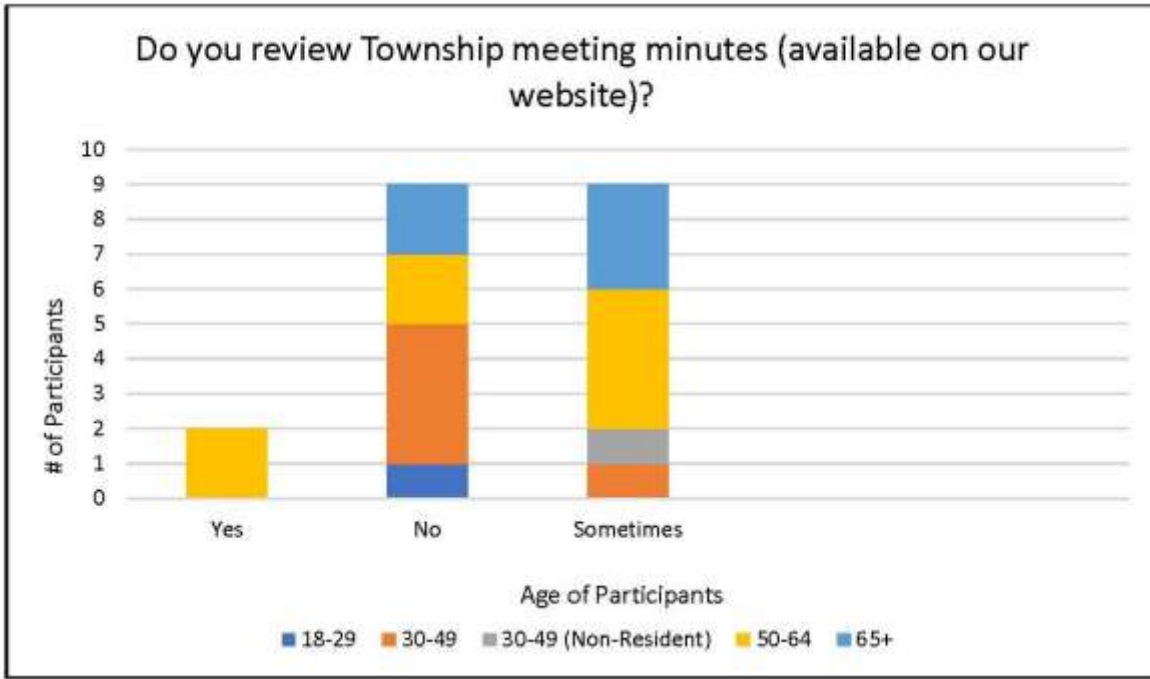
The survey then asked participants what other ways they would like to receive information other than what has been mentioned. Only 4 answered the question. Of the replies, one suggested emails or a newspaper delivered to their mailbox and another suggested having a section on our website where residents could post questions for all to see, and the appropriate staff could reply. They also suggested that our Facebook page be more interactive.

# AUGUSTA TOWNSHIP

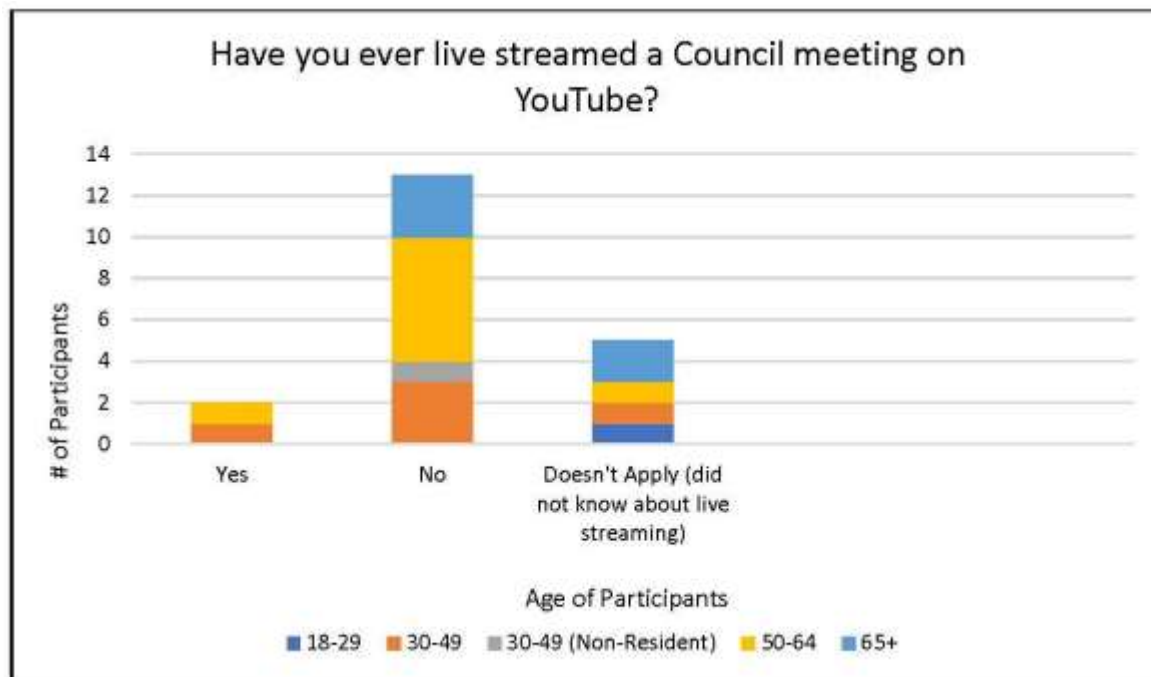
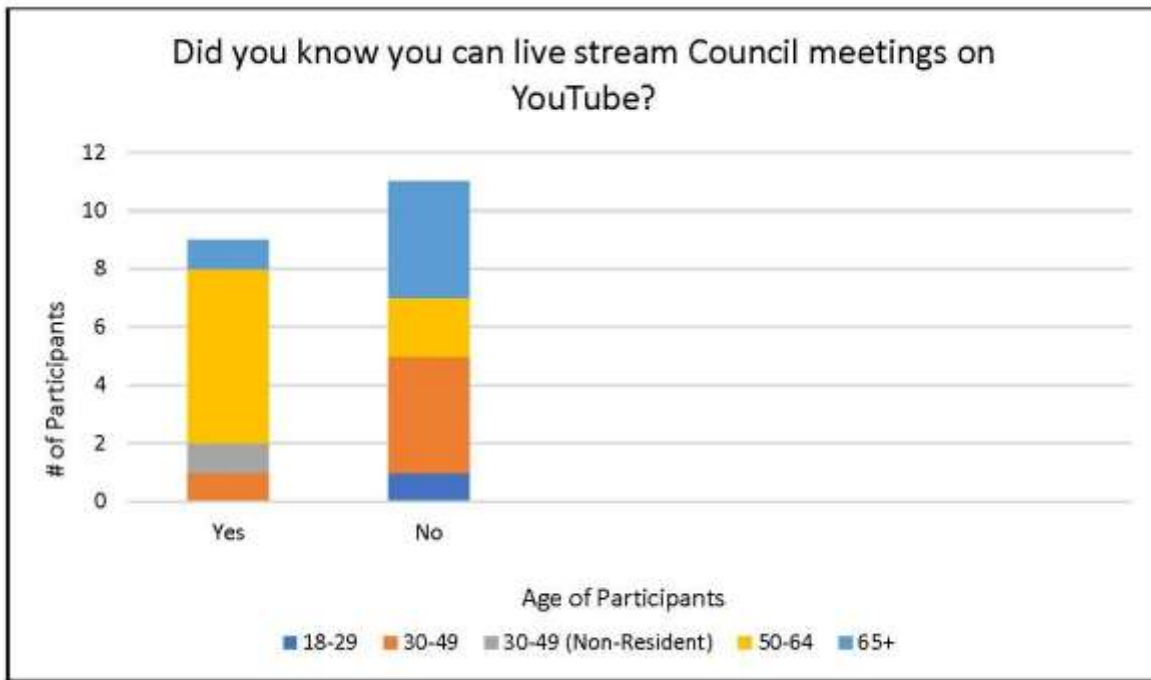




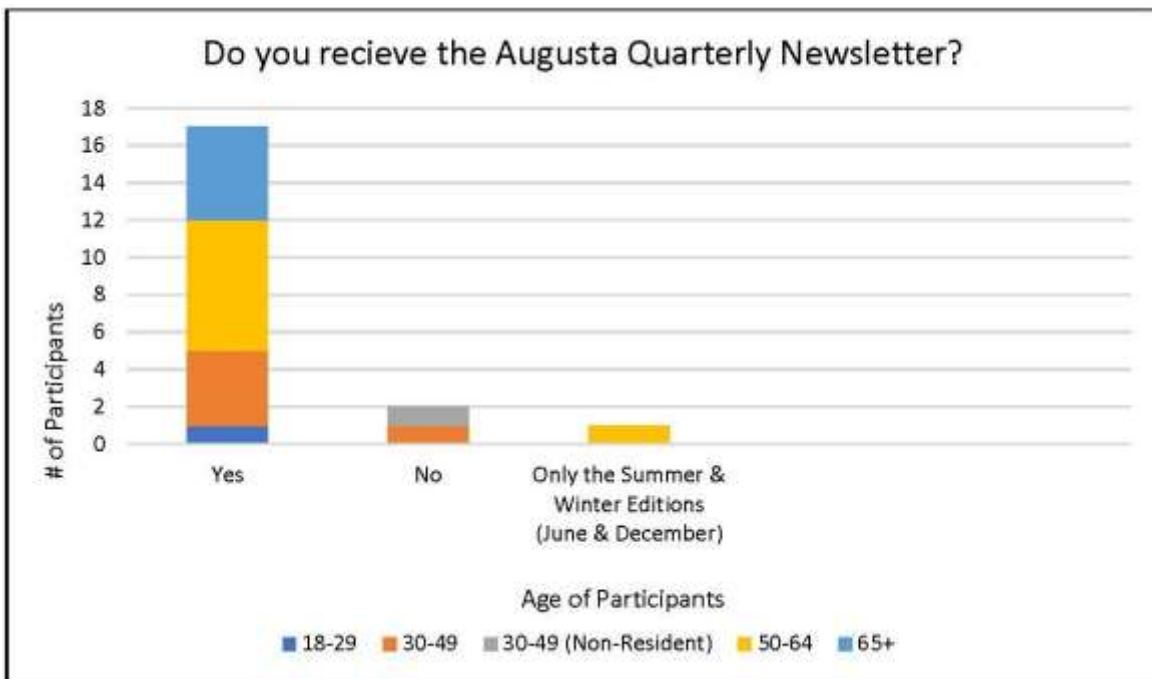
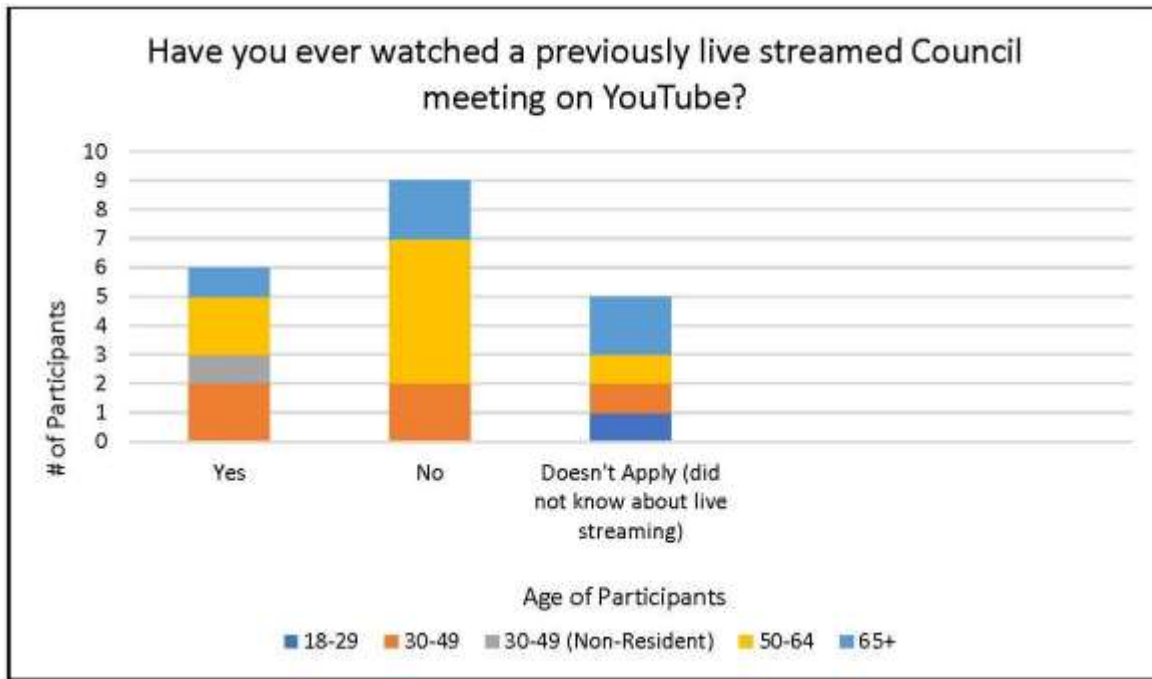
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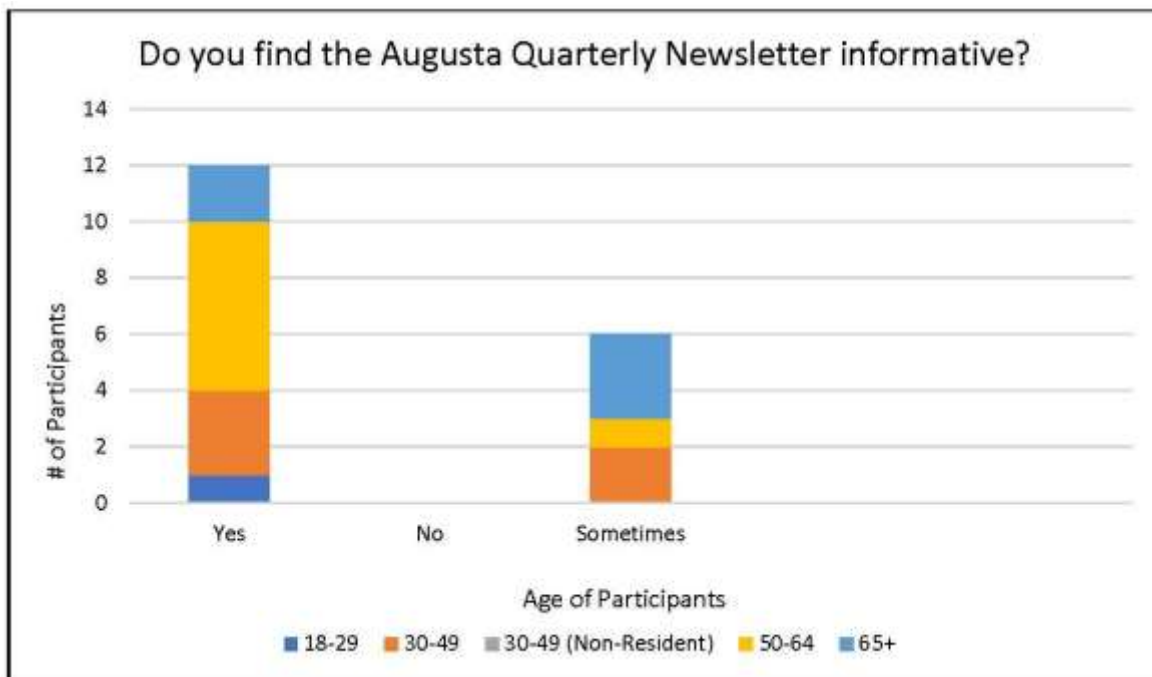
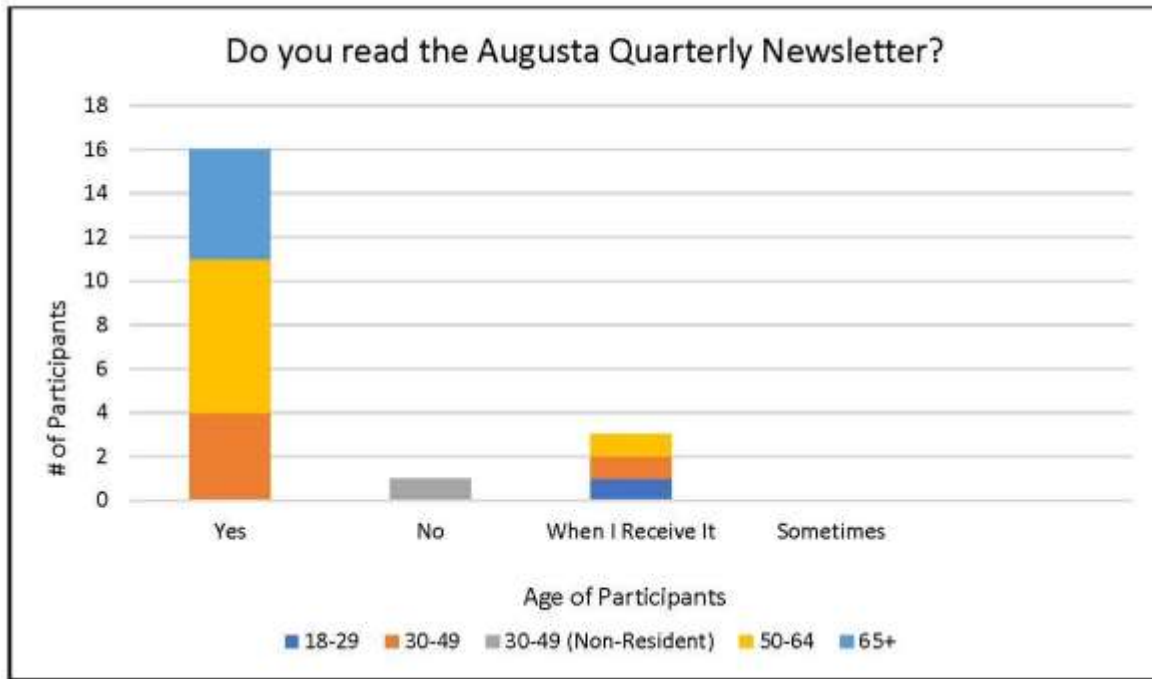
## AUGUSTA TOWNSHIP



## AUGUSTA TOWNSHIP

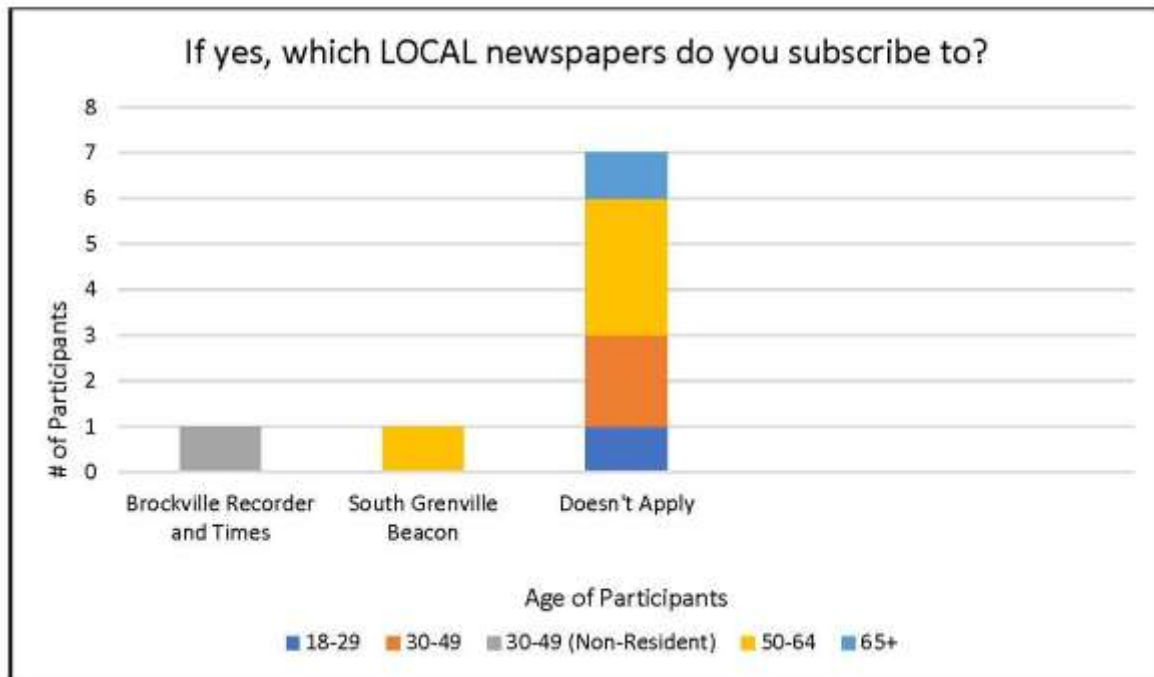
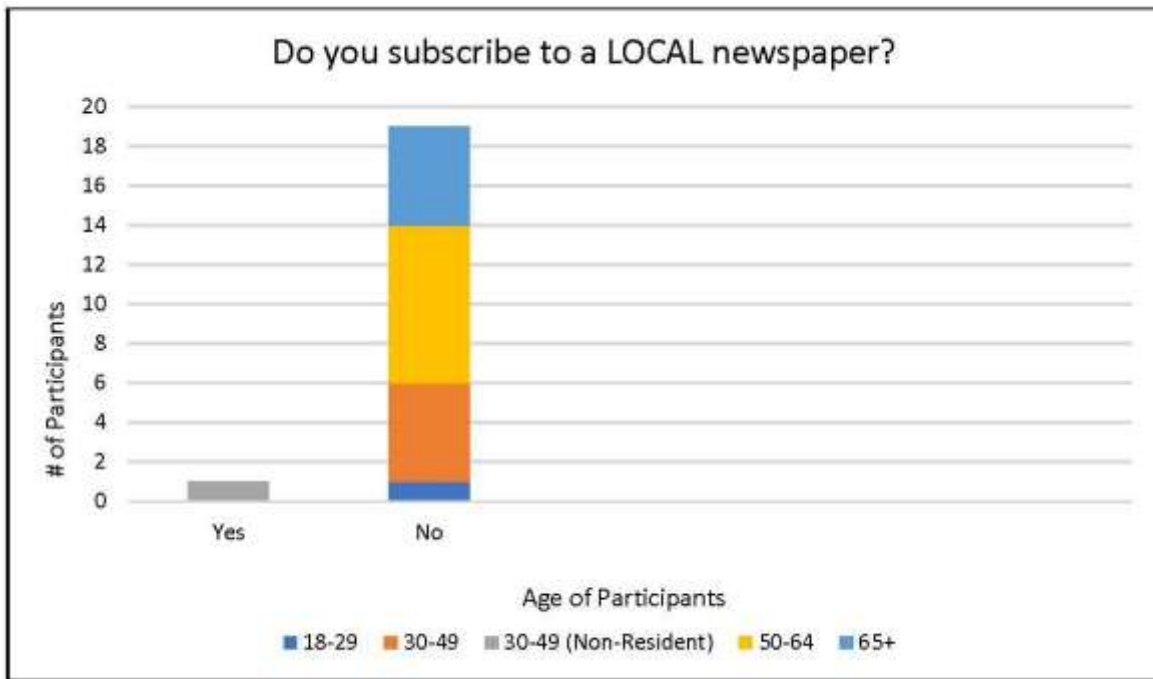


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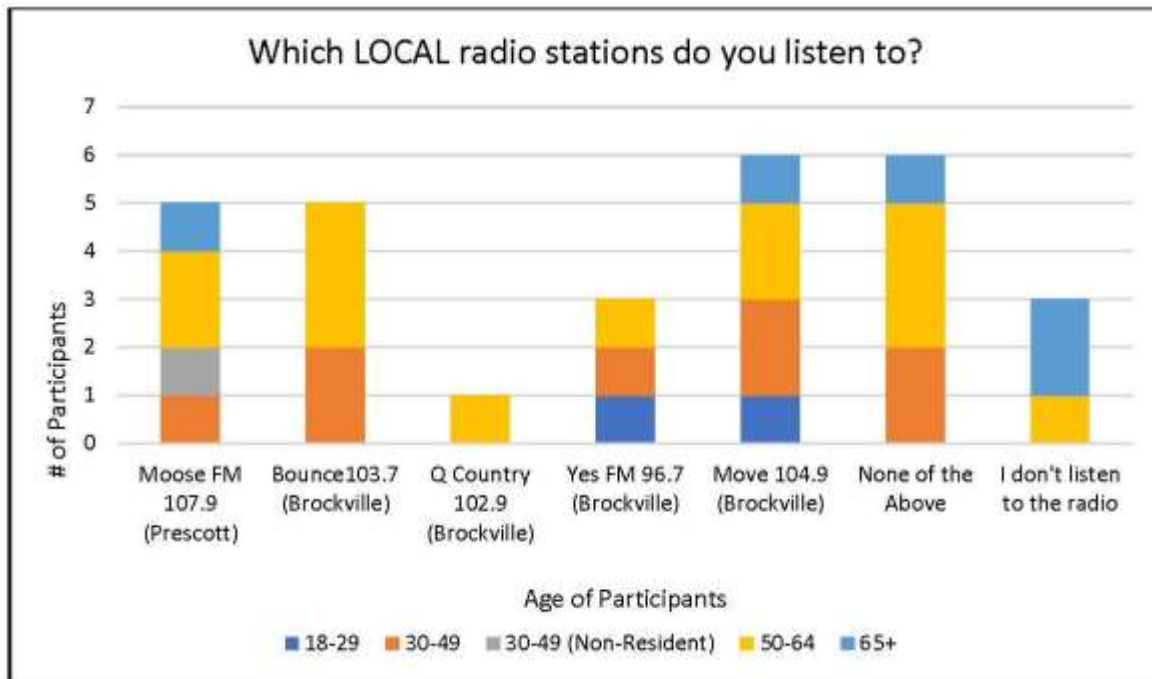


The survey then asked participants what types of things they would like to see in the Augusta Quarterly Newsletter. One commented that they would like to see road and park plans ahead of the project start, another commented that they “Love it!!!” while one other stated that they were unsure what more could be done. A final resident commented that the newsletter is all “stuff that’s a done deal” with nothing about things ongoing or in progress and suggested a section specifically for that. They went on to request a summary “in plain language” of what has taken place during council meetings as they find the minutes “cryptic and frustrating”.

## AUGUSTA TOWNSHIP

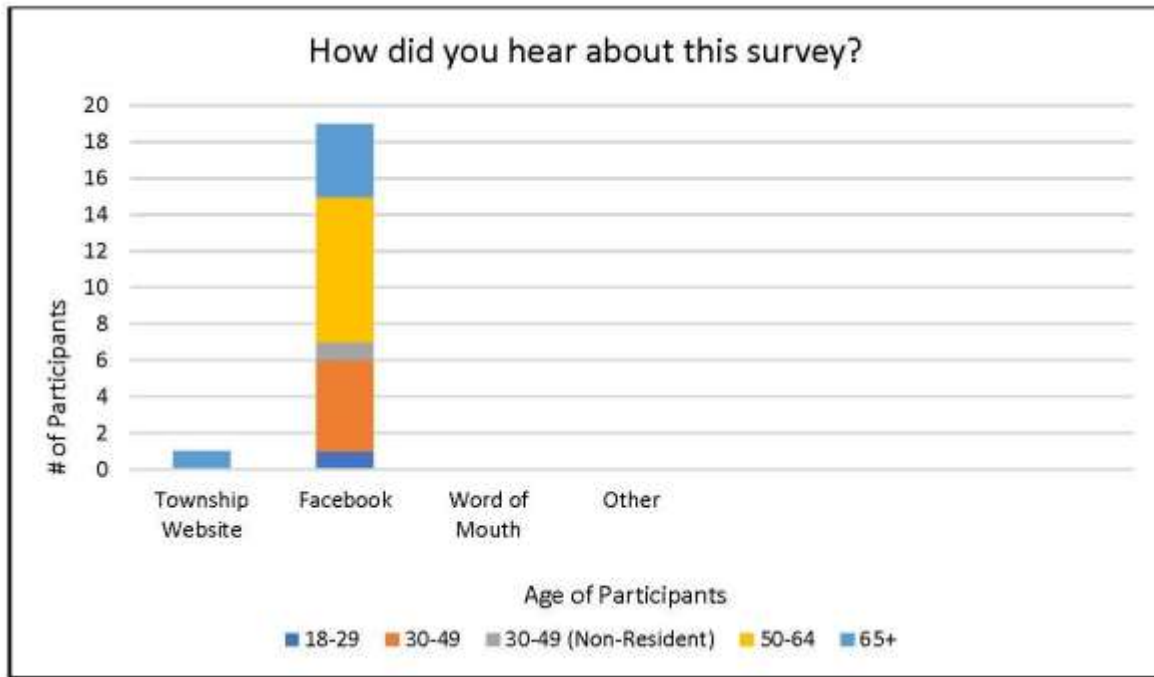


## AUGUSTA TOWNSHIP



Participants were then asked how they thought the Township could improve how it communicates information to residents. One responded that we should have more information on our website and Facebook page. Another stated that they didn't find Council forthcoming with information, that it "seems everything's a secret". They went on to say that they find out about projects from the news, other resident's Facebook pages before Council. They stated that Councillor Pape does a better job sharing information however and that they don't have an opportunity to question anything because they find out about it when it's a "done deal". They mention that they faithfully read all the meeting minutes but find them cryptically written and mention projects or proposals that "you have to be a detective to find out where or exactly what it is". In closing they state, "that they're not sure if that's intentional so no one challenges it or if you just assume everyone knows what you're talking about" and that it shouldn't be so hard to get details.

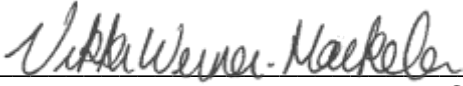
## AUGUSTA TOWNSHIP

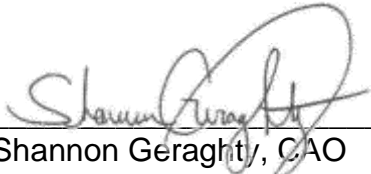


### CONCLUSION:

Although relatively new, the public engagement webpage, 'Have Your Say', is up and running on our website. Staff are being encouraged to utilize this public engagement site ahead of starting projects to seek feedback, prior to going to Council, so the public feels they have had input in the decision-making process and there will be more buy-in from the residents. Council is encouraged to ask staff if public engagement was utilized or how public input was sought. As the site gets more projects/content and as word gets out, we believe there will be a pool of residents ready and willing to engage with us.

Staff is also in the process of developing a public engagement policy for Council's review.

  
Vikki Werner-Mackeler, Deputy Clerk

  
Shannon Geraghty, CAO

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-092  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Awarding of Private Road Grants  
**AUTHOR:** Shannon Geraghty, Chief Administrative Officer

### **RECOMMENDATION:**

**THAT** Council adopt the Municipal Private Road Grants Policy and By-Law.

### **PURPOSE:**

This Policy describes the Township of Augusta Private Road Grant criteria and procedures for applying for and receiving a Private Road Grant ("Grant").

Attachment A: Policy and Procedure for the Awarding of Private Road Grants.

### **BACKGROUND:**

This original policy was passed by Council in 2015 and requires updating to provide residents with additional information as to the requirements for eligibility, submission, and processing. The revision also includes Road Standard specifications that should be adhered to.

To ensure the policy is fair and transparent the per kilometer rate has been adjusted to reflect the current estimate for the maintenance of a gravel road. In the policy there has been a CPI increase included in the policy of 2% which will account for increases in material and fuel until a review is completed every 4 years.

The policy states that at the direction of Council this annual funding allocation can be amended or eliminated at any time. Based on the information the Township has on the length of the private roads and the price per kilometer, will allow the Treasurer to include the maximum available within the current years budget which will be released upon submission of the required documents.

The original report to Council stated:

"On December 8, 2014, a delegation from Blakey's Point East asked the Township to provide financial support for the maintenance of their road. The road is 0.4 kilometers long with a total of 10 assessed properties. 2014 maintenance costs for the road as provided by the Road association were \$3,420."

"A review of neighbouring municipality's policies demonstrated a wide variation from no policy to informal policies to formal policies and a wide variation of contributions from \$300/km up to \$3,673/km. It should be noted that the lower contribution per kilometer occurred in Townships with the highest number and length of private roads. The stated



## AUGUSTA TOWNSHIP

purpose of private road grants is to assist and encourage associations with the improvement of private roads resulting in better accessibility for regular and emergency traffic.”

Augusta Township has a very limited group of roads that this policy might apply to. The following were reviewed to ensure consistency of practice.

Blakey’s Point East – Private Road with 10 residences, 0.4 km in length

Keeler Terrace – Private Road with 9 residences, 0.3 km in length

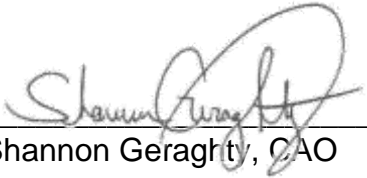
Dunham Bay Lane – Private Road with 4 residences, 0.2 km in length

Private Roads serving business ventures:

Blakey’s Point West – Private rented cottages

Myer’s Road – Private rented cottages

Michael, Zeron, Hutt and Knight Streets – Private mobile home park

A handwritten signature in black ink, appearing to read "Shannon Geraghty", is written over a horizontal line.

Shannon Geraghty, CAO

Attachment B: Policy and Procedure for the Awarding of Private Road Grants (2015)

# AUGUSTA TOWNSHIP



## THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3628-2023

### BEING A BY-LAW AWARDING PRIVATE ROAD GRANTS FOR THE TOWNSHIP OF AUGUSTA

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**WHEREAS** Section 5 of the Act provides that a municipality's power shall be exercised by By-Law;

**AND WHEREAS** Council wishes to establish a policy to Award Private Road Grants,

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

1. **THAT** Council adopts the Awarding of Private Road Grants Policy.
2. **THAT** schedule A attached hereto shall form part of this By-Law.
3. **THAT** the Private Roads Grant Policy Dated August 24, 2015 is hereby repealed.
4. **THAT** all other By-Laws inconsistent herewith are hereby repealed.
5. **THAT** this By-Law shall come into force and effect on the date of passing.

**Read a first, second, and third time and finally passed this 11<sup>th</sup> day of September, 2023.**

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MAYOR

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CLERK

## AUGUSTA TOWNSHIP

POLICY:	<b>Awarding of Private Road Grants</b>	By-Law # 3628-2023 Schedule A	Date issued: Sept 11, 2023
Pages		Review Date:	

### 1. PURPOSE

This Policy describes the Township of Augusta Private Road Grant criteria and procedures for applying for and receiving a Private Road Grant (“Grant”).

### 2. SCOPE

This Policy applies to all private roads located within the Township of Augusta except such private roads which comprise the common elements in any plan of condominium not deemed “public” or subdivision.

### 3. DEFINITIONS

**Association:** A formal group, the membership of which is limited to owners of property who benefit from a right of way over the land upon which the private road is located.

**Council:** The Council for the Corporation of the Township of Augusta.

**Public Works Manager:** The Public Works Manager of the Township of Augusta or any successor to that position and in that person’s, absence includes the acting Public Works Manager.

**Municipality:** The Corporation of the Township of Augusta.

**Owners:** With respect to a property, the person appearing to be its owner by the last returned assessment roll as most recently revised in the absence of evidence to the contrary.

**Private Road:** Any road that is not a public highway as defined in the *Municipal Act, 2001*, and which private road exists by virtue of the existence of a right of way benefiting more than one legal conveyable parcel of land.

**Private Road Grant or Grant:** Shall mean a grant of financial assistance by the Municipality pursuant to Section 107 of the *Municipal Act, 2001*, as amended, for the purpose of assisting the owners of land, which land is only accessible by private roads, with the cost of maintaining such private road.

**Staff:** Any employee of the Township of Augusta.

**Treasurer:** The Treasurer of the Corporation of the Township of Augusta or any successor to that position and in that person’s, absence includes the Deputy Treasurer.

### 4. GENERAL

- a. The private road must be maintained by an Association. Such Association shall comprise the owners of property that benefit from a registered right of way over the lands occupied by the private road. The membership of such Association shall represent at least two-thirds (2/3) of the property owners who benefit from such right of way.
- b. Application for a Private Road Grant must be submitted and signed by the authorized representative of the Association.
- c. The Grant shall be an annual grant for the past year’s eligible cost which “past year” is the period from October 1<sup>st</sup>, the year prior to the current year through to September 30<sup>th</sup> of the (current) year in which the application is submitted.

## **AUGUSTA TOWNSHIP**

Grant applications must be received by September 30<sup>th</sup>. Grants will be available to reimburse the Association to assist with the eligible costs of road maintenance and will be paid in one lump sum.

- d. Eligible costs for road maintenance may include snow plowing, road grading, tree removal and trimming, noxious weed control, gravel, dust control, roadside grass cutting, road drainage including ditches and catch basins, road reconstruction and road surfacing.
- e. If a private road is being maintained by the Township through agreement of under authority of a municipal By-Law, or if a private road is assumed by the Township by By-Law, costs incurred by an Association following the date of passage of the By-Law are not eligible for reimbursement.
- f. The Association will be solely responsible for overseeing the administration and supervision of annual work programs and related budget. The Township will have no responsibility, obligation or exercise any degree of operational control with respect to maintenance of the affected roads.
- g. Grants will be calculated on a per kilometer basis (one-way) at \$5,010 per KM and the maximum eligible will be based on the length of road that has been submitted. An adjustment of 2% annually will be adjusted to the rate above to reflect market conditions until the review period (4 years).
- h. Grants are not guaranteed and may be modified or eliminated at any time by resolution of Council.
- i. Council may, from time to time, establish further conditions on the approval of Grants and such conditions may be general or specific to an application for or award of a Grant.

### **5. ELIGIBILITY REQUIREMENTS**

- a. Only occupied residents fronting on a private road which form an association and meet at least once per year.
- b. Eligible roads must have an association membership roll representing at least 2/3 of the resident's dependent on that road for access to their property.
- c. The association must hold at least an Annual General Meeting; appoint officers; including a president, secretary, and treasurer. At least two (2) people must hold these positions.
- d. A bank account in the association's name must be opened and maintained.

### **6. SUBMISSION REQUIREMENTS**

- a. All applications shall be submitted to the Municipal Treasurer who shall have the responsibility of determining grant eligibility. No Grant shall be awarded unless the following criteria have been satisfied:
  - I. A complete Application for Grant has been received by the required date (September 30<sup>th</sup> each calendar year).
  - II. A complete request form to terminate existing private road maintenance agreement, if applicable, has been received.
  - III. The Association provides documentation satisfactory to the Township confirming compliance with of this policy.
  - IV. Documentation satisfactory to the Township which confirms the payment of eligible costs which may include copies of invoices and/or proof of payment.

## **AUGUSTA TOWNSHIP**

- V. A complete Statement of Revenue and Expenditures for the previous year.
- VI. The Association membership list and slate of officers.
- VII. All paid invoices directly related to the private road for the current application year.

### **7. PROCESSING PROCEDURE**

- a. Applications must be received by the required date (September 30<sup>th</sup> each calendar year).
- b. Late submissions will not be considered. In the case of a first application, Township staff will confirm the length of the road eligible for cost reimbursement through the use of GIS (Geographic Information System) or “actual” measurement. The Township determination of the length shall be final.
- c. Each Association’s annual eligible allocation will be recorded. The eligible costs incurred by the Association shall not exceed the eligible allocation in each year. Unused funds shall not be carried forward and will not be reserved for future use.
- d. Changes to the application form may occur from time to time.

### **8. GRANDPARENTING EXISTING AGREEMENTS**

- a. Any existing private road maintenance agreement that was approved by By-Law remains in full force and effect.
- b. If a party to such existing private road maintenance agreement wishes to terminate that agreement to be eligible to apply for the Grant, they must submit a request form to Council. Upon the termination of such agreement, the party shall be required to execute such documentation as required by the Township to give effect to such termination.

### **9. POLICY ADMINISTRATION AND REVIEW**

This policy will be reviewed every four (4) years or as required based on revision to corporate practices or Provincial legislation.

### **10. REFERENCES AND RELATED DOCUMENTS**

Application for Private Road Grant – See as Appendix “A”

Private Road Maintenance Agreement Termination Request Form – See as Appendix “B”

Private Road Standard Cross Section Specifications – See as Appendix “C”

**AUGUSTA TOWNSHIP**  
**Appendix "A"**  
**Application for Private Road Grant**

Part 1 – Private Road Information
Road Name: _____
Association Name: _____
# of Members in Association: _____
President's Name: _____
Secretary's Name: _____
Treasurer's Name: _____
Mailing Address of Association: _____ _____

Part 2 – Applicant Information
Applicant Name: _____
Applicant Email: _____
Applicant Phone: _____

Part 3 – Checklist
A complete request form to terminate existing private road Maintenance agreement, if applicable
Documentation of two-thirds (2/3) of property owner membership in Association
Copies of invoices for road maintenance expenditure within the eligibility period (Oct 1 <sup>st</sup> of the previous year and September 30 <sup>th</sup> of the current year)
Proof of paid invoices (i.e. copy of bank account statement with payment identified)

Part 4 – Authorization
I certify that the information provided in this application is true, correct and complete to the best of my knowledge and that the Township may verify any and all information pertaining to this application.
I certify that I have read the private road grant policy and that the road association meets the conditions for eligibility.
I agree to notify the Township of Augusts of any changes that may affect eligibility for the Private Road Grant.
I acknowledge that the application for the Private Road Grant Program must be made on an annual basis.
Signature of Applicant: _____
Date of Application: _____

**AUGUSTA TOWNSHIP**

Part 5 – Office Use Only

Received By: \_\_\_\_\_

Received Date: \_\_\_\_\_

Road Name(s): \_\_\_\_\_

Length of Road (m): \_\_\_\_\_

Eligible Grant Amount: \_\_\_\_\_

Amount Submitted for Reimbursement: \_\_\_\_\_

Eligible Amount Approved for Payment: \_\_\_\_\_

Date Payment Processed: \_\_\_\_\_

**AUGUSTA TOWNSHIP**  
**Appendix "B"**  
**Private Road Maintenance Agreement Termination Request Form**

**To be filled out by Owner of Property (please print)**

Owner/Association Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Application is hereby made to terminate the private road maintenance agreement between the Corporation of the Township of Augusta and \_\_\_\_\_

Authorized under By-Law number \_\_\_\_\_

By signing below, I understand that my request to terminate the agreement must be approved by Council and supported through By-Law. I acknowledge that termination of the private road maintenance agreement will cease all maintenance activities by the Township of Augusta on the private land's ads outlined in the Agreement.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date



**AUGUSTA TOWNSHIP**  
**Appendix “C”**  
**Private Road Standard Cross Section Specifications**

The following dimensions should be adhered to when conducting private road or lane upgrades.

It is acknowledged that there are existing private roads that do not and will not be able to achieve this standard. For Capital Improvement projects, the work shall strive to meet the standards listed below. Any exceptions to this are subject to the approval by the Manager of Public Works.

	<b>Private Road Standard</b>
<b>Right of Way Width</b>	10.0 m (33 ft)
<b>Height of Clearing</b>	5.0 m (16 ft)
<b>Width of Clearing</b>	6.0 m (20 ft)
<b>Surface Width</b>	6.0 m (20 ft)
<b>Surface Material</b>	Crushed Limestone
<b>Depth of Material, Minimum</b>	(100 mm) 4” of Granular A (200 mm) 8” of Granular B
<b>Crown, Minimum</b>	2%
<b>Turn Around, Minimum</b>	1 Turn Around at end of each lane
<b>Additional Turn Around(s)</b>	Over 500 m (1,640 ft) in length requires one turn around per 500 m (1,640 ft) thereafter.
<b>Cross Culvert, Minimum</b>	300 mm (12 in)
<b>Culvert Material</b>	CSP with minimum (150 mm) 6” cover
<b>Maximum Grade</b>	12% (1 in 8)
<b>Ditches, Minimum Depth from Crown to Bottom of Ditch</b>	0.3 m (1 ft)

**\*NOTES:**

**Turn Around** – Includes Cul-de-sac and/or existing entrances constructed to suitable entrance standard for emergency vehicles.

**Environmental Permits** – It is the responsibility of the Association to assess the need for, and securement of, environmental approvals prior to commencement of construction.


**Roadside Protection** – Required for side slopes greater than 3:1 and depths of fill greater than 3 m (MTO Roadside Safety Manual)

Definitions:

- CSP: Corrugated Steel Pipe

For inquiries regarding paving (asphalt) contact the Public Works Department at 613-925-4231

# AUGUSTA TOWNSHIP

 <span style="font-size: 1.2em; font-weight: bold; margin-left: 10px;">Township of Augusta</span>			
Policy:	<b>Awarding of Private Road Grants</b>	Date issued: By-Law:	Aug 24, 2015
Application:	All Employees, contractors, elected officials, volunteers, consultants and residents	Revision No.	
Page 1 of 3		Revision Date:	

## Awarding of Private Road Grants

**PURPOSE**            The objective is to assist and encourage the improvement of private roads resulting in better accessibility for regular and emergency traffic.

**BACKGROUND**      As part of the 2015 Budget process, the Council of the Township of Augusta has directed staff to develop a policy for residents on private roads to obtain a grant to assist with the maintenance of private roads within the Township.

A grant in an amount to be determined will be awarded to those associations who meet all of the criteria and conditions within this policy.

### Eligibility for Application:

- Only occupied residents fronting on a private road which form an association and meet at least once per year.
- Eligible roads must have an association membership roll representing at least 2/3 of the residents dependent on that road for access to their property.
- The association must hold at least an Annual General Meeting; appoint officers; including a president, secretary and treasurer. At least 2 people must hold these positions.
- A bank account in the association's name must be opened and maintained.
- Minutes for all association meetings must be taken and stored.

## **AUGUSTA TOWNSHIP**

### **Applications must include:**

- A copy of the association's December bank statement and all meeting minutes from the latest year
- A complete balanced budget for the year of application that identifies and states the amount of the Township grant revenue.
- A complete Statement of Revenue and Expenditures for the previous year
- The association membership list and slate of officers
- All paid invoices directly related to the private road for the current application year

### *Other Conditions*

- The Treasurer must receive applications before December 31 of the current fiscal year. No application will be considered for the previous year(s).
- Township staff will determine private road length for grant purposes.
- The Township Treasurer will be responsible to review grant applications and determine their eligibility based on this policy.
- Grants are dependent upon their inclusion in and council acceptance of the annual Township budget (in the year subsequent to the application) and payment will be made following final budget approval

**AUGUSTA TOWNSHIP**

***Private Road Grant Application – Schedule A***

**Name of Private Road Association:**

\_\_\_\_\_

**Year of Application:** \_\_\_\_\_

President or Secretary: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**Please refer to the attached Township Policy Statement for:**

- Grant eligibility requirements
- Documents required to be submitted with the application
- Other conditions

Please direct all questions and applications to:

Ray Morrison

Treasurer

Phone: 613-925-4231, ext. 102

Email: [rmorrison@augusta.ca](mailto:rmorrison@augusta.ca)

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-093  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** 4S Consulting Services Inc.  
**AUTHOR:** Shannon Geraghty, Chief Administrative Officer

### **RECOMMENDATION:**

**THAT** Council provide direction to the Chief Administrative Officer to execute a contract with 4S Consulting Services for the WSIB Pandemic Recovery Support Initiative and Gap Analysis/Safety Compliance Review in the amount of \$18,600.00 plus HST.

### **BACKGROUND:**

The compliance analysis will include evaluation of corporate level documents and on-site inspection of facilities and operations. The gap analysis details deficiencies and recommends corrective actions to bring the program up to regulatory compliance based on the provincial regulations and applicable legislation.

The audit is a snapshot of Township of Augusta health and safety program at a point in time. The audit will include review of corporate level documentation and site inspection, observations and interviews at the Township Office, Public Works, and Recreation Facilities. The site visits will be conducted over a period of 2 days. Interviews will be conducted with relevant workers, supervisors, and managers, at the aforesaid facilities. The audit will culminate with the presentation of an audit report as well as a presentation on the key findings of the Compliance Analysis.

### **Deliverables:**

#### **Step 1**

#### **Compliance Inspection & Review:**

Comprehensive Safety Compliance Audit of **Township of Augusta**. As the first step, current corporate policies, procedures, forms/checklists, and health and safety records will be reviewed remotely about 2 weeks before the schedule of the site visits. Thereafter, site visits will be planned over a period of 2 days (to the Township Office, Public Works, and Recreation Facilities), and shall include observations, interviews and discussions with workers, supervisors, and managers, as required.

# AUGUSTA TOWNSHIP

## Step 2

### **Compliance Review Report & Recommendations:**

A detailed report will be presented to the management team of Township of Augusta with all the findings of the audit within 2 weeks of completion of the site visits. If there are gaps in Township of Augusta health and safety program or issues of non-compliance, recommendations will be made in the order of priority along with a roadmap indicating the opportunities for improvement.

4S Consulting Services Inc. (4S) will support the Township with implementation of the 1st and 2nd cycle of five topics each for the WSIB’s Health and Safety Excellence Program.

As an authorized WSIB HSEP Program provider, 4S shall support the Township with all aspects of the program including guidance on topic selection, registering of the Action Plan on the WSIB portal, development of policy/ procedure templates for the 5 topics selected, free access to mandatory training for up to 75 employees (on 4SafeCom), access to applicable forms (for selected topics, on 4SafeCom), group coaching sessions on implementation of the 5 topics, Checklists and Templates to aid with preparation of the submission, validation of client submission and follow- up with the WSIB as necessary.

The intent of the monthly support is to coach and mentor the Township through topic selection and focus on implementing 5 topics at a time, over 3 cycles by the end of December 2024. Each of the 5 topics typically takes about 4-6 months depending on client cooperation and commitment. 4S intends to support the Township with three, 5 topic submissions totaling 15 topics before December 31, 2024.

### **Scope of Work: Cycle 1 and 2:**

<b>Stage</b>	<b>4S Responsibilities</b>	<b>Client responsibilities</b>
Plan	<ul style="list-style-type: none"> <li>• Provide guidance on topic selection</li> <li>• Help with topic registration</li> <li>• As WSIB Service Provider, approve client Action Plan</li> <li>• Access to 4SafeCom up to 75 users</li> <li>• Provide templates of policies and procedures for 5 topics (compliant with WSIB HSP requirements)</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in topic selection</li> <li>• Register on WSIB portal</li> <li>• Topic Selection on WSIB portal</li> <li>• Review policies and procedures and customize to meet business, as necessary</li> <li>• Completion of 4 mandatory trainings by all employees</li> </ul>

<b>Stage</b>	<b>4S Responsibilities</b>	<b>Client responsibilities</b>
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## AUGUSTA TOWNSHIP

Do	<ul style="list-style-type: none"> <li>• Provide guidance on implementation of policies and procedures for the 5 topics (up to 2 group sessions conducted virtually)</li> <li>• Provide Checklist for each topic (to help with implementation and gathering of objective evidence)</li> <li>• Provide guidance telephonically to clients, as and when required</li> </ul>	<ul style="list-style-type: none"> <li>• Implement the 5 topics</li> <li>• Collect objective evidence of implementation as per Checklist provided by 4S</li> <li>• Collate evidence for submission</li> </ul>
Check	<ul style="list-style-type: none"> <li>• Provide templates for final submission to aid clients in preparing submissions</li> <li>• Validate client submissions and provide feedback</li> </ul>	<ul style="list-style-type: none"> <li>• Prepare submission as per templates provided by 4S</li> <li>• Provide submission to 4S for review and incorporate 4S feedback</li> </ul>
Act	<ul style="list-style-type: none"> <li>• Support with uploading client submission on WSIB portal</li> <li>• Follow-up with WSIB on submission and rebates</li> </ul>	<ul style="list-style-type: none"> <li>• Upload submission on the WSIB portal</li> </ul>

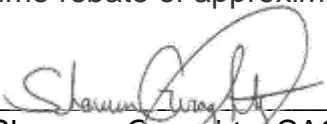
### FINANCIAL CONSIDERATIONS:

These initiatives will be funded through the Administration – Professional Services Budget for the remainder of 2023, with some carry-over into 2024 which will be budgeted accordingly.

The Township is currently a Schedule 1 which contributes to the insurance fund. Schedule 1 employees are protected by a system of collective liability. Since the WSIB pays benefits to injured workers out of the money pooled in the insurance fund, Schedule 1 employers are relieved of individual responsibility for accident costs.

The program the Township is recommending through 4S Consulting Services Inc. – WSIB HSEP – Pandemic Recovery Support Initiative will be recognized through the WSIB Health & Safety Awards of Excellence Program which we will receive rebates from the program depending on how many health and safety topics are completed, the size of your business and your WSIB premiums for the previous year.

It is estimated based on our previous premiums paid the Township would receive a one-time rebate of approximately \$30,000.

  
 \_\_\_\_\_  
 Shannon Geraghty, CAO

## **AUGUSTA TOWNSHIP**

**REPORT NUMBER:** 2023-094  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Recreation Position Request  
**AUTHOR:** Shannon Geraghty, Chief Administrative Officer

### **RECOMMENDATION:**

**THAT** Council approve the addition of a dedicated Manager of Parks, Recreation, & Facilities for the Township of Augusta and direct the Chief Administrative Officer to proceed with the most optimal recruitment process.

### **BACKGROUND:**

Parks, recreation, and cultural services are essential components of a vibrant and engaged community. They significantly contribute to quality of life by enhancing relationships, promoting a sense of belonging, providing opportunities to participate in enjoyable activities, promoting fitness and health, and developing the local economy.

In the Spring of 2016, the Township of Augusta initiated a process to review the Park and Recreation Services offered to residents of the Township as well as the service delivery model with the objective of developing a multi-year Parks, Recreation and Culture Master Plan. This Plan was to consider the short and long-term future of current and future services in the context of the changing environment, needs and desires of its citizens and organizational structure and operation.

Since the presentation of the 2017-2022 Parks, Recreation and Culture Master Plan, several attempts have been made to provide a dedicated staff resource. However, with additional caveats attached to the job description, this has not been met with success but in fact has created frustration within the Recreation Committees. A hands-off approach was taken when Recreation was assigned to the Public Works department, and this has only added to the frustration. Much work needs to be done to bring the relationship between the Township and recreation committees to a level of trust and a true partnership.

The Parks and Recreation Master Plan wisely note that while the current service delivery model is effective and cost-efficient, it may not be the ideal approach for long-term service provision. This insight has proven to be accurate.

In order to promote Recreation in the Township, it is being proposed that a dedicated position be created to provide professional competence and oversight, support volunteer activities including assistance with screening and training of recreation and parks staff and volunteers, preparation of position descriptions for volunteer staff, preparation of a volunteer handbook, promotion of local events, and assist the Associations with activities such as financial, communication, directory of volunteers, volunteer recruitment and



## AUGUSTA TOWNSHIP

common registration. Also included, regular liaison meetings with associations to discuss budget requests, activity reports, future capital and operating priorities and other mutual concerns to develop specific short, intermediate, and long-term plans as well as assisting with grants. As well the position would oversee the management of projects related to recreation and facilities and creating strong relationships with contractors, neighbouring municipalities, staff, and volunteers.

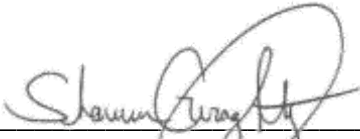
Not only would the new dedicated position promote recreation but would also assist with the on-going preventative maintenance of facilities and playground inspections.

The creation of this dedicated position marks a pivotal step towards rejuvenating the Township recreation services, fostering community engagement and ensuring that parks and cultural services continue to thrive as an essential component of a vibrant and interconnect community.

**Attachment "A"** – Job Description – Manager of Parks, Recreation, & Facilities

### **FINANCIAL CONSIDERATIONS:**

This dedicated position was not proposed in the 2023 budget, as recreation moved under Public Works. The cost for this position would have a minimal impact for 2023, where staff would budget accordingly in 2024. As reference in the Parks, Recreation and Culture Master Plan the need for a dedicated position is fundamental in supporting and enhancing Parks, Recreation, and Facilities.

  
\_\_\_\_\_  
Shannon Geraghty, CAO



## AUGUSTA TOWNSHIP

### JOB DESCRIPTION The Corporation of the Township of Augusta

**Position title:** Manager of Parks, Recreation, & Facilities

**Department:** Recreation

**Reports To:** Chief Administrative Officer

**Classification:** Band 8 (Non-union/exempt)

#### **Position Summary:**

The Manager Parks of Recreation and Facilities is a member of the Senior Management Team and is responsible for the overall administration, management, operation, and maintenance of municipal facilities, including community centres, all parkland, playing fields, and other identified municipal properties, in accordance with established policies, standards and department planning, as well as ensuring the provision of recreation services to the residents of the Township of Augusta.

#### **Position Responsibilities:**

##### **General:**

1. Develop, initiate, and evaluate operational and capital goals and objectives for the Department.
2. Establish, co-ordinate and/or administer policies and procedures for all departmental services and facilities.
3. Establish and ensure compliance with operating and capital budgets for all Department functions. Develop and/or co-ordinate the development of alternative sources of revenue generation and funding, (i.e., grants, partnerships, etc.).
4. Approve all Department expenditures.
5. Supervise and/or oversee the supervision and direction of Department staff in the execution of Department operations and other related activities. Provide direction/supervision and necessary approvals in matters relating to performance evaluation, discipline, safety, hiring/termination.
6. Liaise directly with the general public, community committees/associations, government agencies, consultants, and other pertinent organizations and individuals.

## **AUGUSTA TOWNSHIP**

7. Provide input into planning, engineering, and other municipal areas on matters as they relate to parks and recreation, through participation in meetings, the review and submission of comments on development proposals and involvement in the review/ amendment process of municipal plans and associated documents.
8. Initiate and administer plans, studies and/or reviews necessary to direct and carry out Department services and functions.
9. Assist in the development of Township policies and procedures.
10. Prepare and present reports to Council, Department Heads and other individuals/agencies on matters relating to parks, recreation, and facilities.
11. Ensure compliance with provincial legislation, and other pertinent policies/laws associated with Department programs services and facilities.
12. Direct and co-ordinate the resources of the Department to provide support/assistance to volunteer groups/committees associated with the area of parks and recreation within the Township.
13. Represent the Department and/or the Township on various committees of Council, ad hoc committees and through attendance at other specific meetings, either as an active member or a liaison.
14. Establish direction and provide supervision to staff guiding the daily operation and maintenance of Parks and Recreation facilities.
15. Develop and implement short- and long-term work plans for staff, and monitor, evaluate progress/results.
16. Administer established procedures, including recommendations to the Chief Administrative Officer for the hiring of full and part-time staff.
17. Prepare and submit annual Parks and Facilities operating and capital budget recommendations.
18. Administer purchase of goods and services necessary for parks and facilities operations in accordance with approved budget guidelines and procurement policy.
19. Co-ordinate the engagement and supervision of contractors and tradespeople.
20. Be familiar with Provincial legislation and other pertinent policies/laws, which affect areas of responsibility.
21. Prepare, co-ordinate and supervise tenders for contracted services and materials/ equipment and make recommendations to the Chief Administrative Officer.

## **AUGUSTA TOWNSHIP**

22. Respond to parks and facilities related public inquiries and concerns; resolve, if necessary, and liaise with municipal departments, community groups and pertinent agencies
23. Perform other duties as required and assigned by the Chief Administrative Officer.

### **Facilities Management:**

1. Work with Community Recreation Associations and others in accordance with Township policy regarding the use of township facilities and parks by community groups.
2. Coordinate community center maintenance activities with community recreation associations rental schedule.
3. Review requests for maintenance to facilities and coordinate required repairs with the Manager of Public Works.
4. Work with Recreation Associations and coordinate activities where possible. Attend Recreation Association meetings as required.

### **Education, Experience and Qualifications:**

1. A degree or diploma in facilities management, parks, recreation, or a related field.
2. 3 to 5 years of related progressive leadership experience, preferably in a municipal government.
3. A strong background in budget development, project management, staff/volunteer supervision and community relations.
4. Excellent interpersonal, customer service and communication skills in both oral and written form.
5. Proficiency in a computerized environment, with Microsoft operating systems, database, and in-house software. Advanced knowledge of Microsoft Outlook, Word, Excel, Publisher, and Power Point.
6. Working knowledge of facility scheduling, job cost, customer relations systems.

## **AUGUSTA TOWNSHIP**

7. Working knowledge of accounting practices, general meeting procedures, minute taking and record keeping/file management practices, report writing techniques, and presentation/preparation needs.
8. Strong organizational, problem solving, time management, decision making, and customer relations skills are required for the position.
9. Ability to work independently or in a team environment.
10. Demonstrated ability to contribute to and build upon a positive and healthy work environment.
11. Attention to detail and accuracy combined with an ability to thrive in a fast-paced environment is a must.
12. Effective oral communication, political acuity, and strong interpersonal skills to deal with members of the public, staff, council, and other levels of government.
13. Ability to manage confidential information and to exercise discretion and sound judgment regarding sensitive or confidential issues and to project a professional image.
14. Willingness to participate in continuous upgrading, training, and self-development programs.
15. Valid Class G Ontario Driver's License.

### **Health & Safety Responsibilities:**

1. To learn, understand and practice standard Township operating procedures.
2. To be familiar with and comply with the provisions of the Occupational Health and Safety Act and Regulations, and the Township Health and Safety Policies and Procedures
3. To take every precaution to protect themselves and fellow workers from health and safety hazards and unsafe situations.
4. To report unsafe acts or conditions to their supervisor or a Health and Safety Committee Representative
5. To report any occupational injury or illness immediately to their supervisor
6. To use personal protective equipment, where required

## AUGUSTA TOWNSHIP

7. To report any contravention of the Occupational Health and Safety Act

### Physical & Psychological Demands & Working Conditions:

**Environment:** Work is conducted in an office environment with exposure to criticism from the public. Requirement to juggle priorities, verbally communicate to exchange information. Deal with constant interruptions and changing demands during the course of a working day; occasions whereby an extremely short amount of time is available to complete a project or task (regularly); wide variety of tasks requiring ability to manage multiple projects and make independent decisions (daily); while maintaining a pleasant, professional, and positive demeanour.

**Physical:** Requirement for sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations; to operate equipment and vehicle;

### Contacts:

Incumbent communicates regularly with municipal staff, staff of other municipalities, the general public and Provincial ministries and government agencies.

**Hours of Work:** Normal hours of work are Monday – Friday days, 37.5 hours per week.

### Acknowledgments

Position	Signature	Date
Incumbent – NA New Position		
Chief Administrative Officer		

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-089  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Approval of Road Needs Study  
**AUTHOR:** Jon Stadig, Acting Public Works Manager

### RECOMMENDATION:

**THAT** Council approve Augusta Township's 2023 Road Needs Study prepared by Greer Galloway Group Incorporated.

### BACKGROUND:

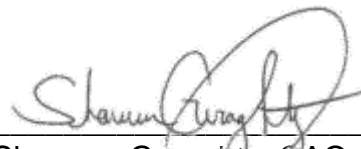
At the July 10, 2023, Council meeting, Greer Galloway presented the Road Needs Study they prepared for Augusta Township and staff are now seeking Council's approval for the plan.

The Township requires a Road Needs Study to provide an overview of the condition of road networks within the municipality. The Road Needs Study will become an integral part of the Asset Management Plan and will provide Council and Staff with a financial plan for maintenance, rehabilitation, and replacement in the future.

### FINANCIAL CONSIDERATIONS:

Sufficient funds have been allotted in the 2023 Public Works Operations Budget for this study.

  
\_\_\_\_\_  
Jon Stadig, Acting Public Works Manager

  
\_\_\_\_\_  
Shannon Geraghty, CAO

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-090  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Award of Screened Winter Sand Contract  
**AUTHOR:** Jon Stadig, Acting Public Works Manager

### RECOMMENDATION:

**THAT** Council authorizes the Clerk and the Mayor to enter into a contract with Willis Kerr Contracting Ltd. for an upset cost of \$65,000.00 plus HST. for the supply and delivery of 3,000 tonnes of screened winter sand as per Tender 2022-09, year two (2) extension clause.

### BACKGROUND:

The Township requires screened winter sand for winter road maintenance.

### FINANCIAL CONSIDERATIONS:

Sufficient funds have been allotted in the 2023 Public Works Operations Budget for this contract.

  
\_\_\_\_\_  
Jon Stadig, Acting Public Works Manager

  
\_\_\_\_\_  
Shannon Geraghty, CAO



## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-091  
**REPORT TO COUNCIL:** September 11, 2023  
**RE:** Approval of Contract 2023-06 Rehabilitation of Augusta Township Office Parking Lot  
**AUTHOR:** Jon Stadig, Acting Public Works Manager

### RECOMMENDATION:

**THAT** Council authorize the Mayor and the Clerk to enter into a contract with G. Tackaberry & Sons Construction Company Limited in the amount of \$87,228.60 plus HST for rehabilitation of the Augusta Township office parking lot.

### BACKGROUND:

Pending Council approval, the award is to remove existing asphalt, excavating to provide additional parking spots, supply and replace granular, asphalt, and new concrete curb.

In addition to the parking lot, staff are currently looking at options to beautify the front garden area with some of the savings from the parking lot to make it more appealing and low maintenance for staff.

### ANALYSIS:

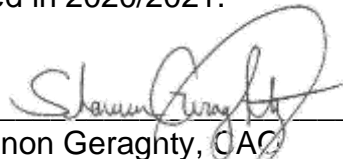
The following bids were submitted:

- G. Tackaberry & Sons Construction Company Limited  
\$87,228.60
- Green Infrastructure Partners  
\$111,726.00
- D-Squared  
\$125,570.00

### FINANCIAL CONSIDERATIONS:

Funding for this project was approved in the 2023 budget of \$145,000 which was being financed by the COVID Safe Restart Funding received in 2020/2021.

  
\_\_\_\_\_  
Jon Stadig, Acting Public Works Manager

  
\_\_\_\_\_  
Shannon Geraghty, CAO

## AUGUSTA TOWNSHIP

**REPORT NUMBER:** 2023-088

**REPORT TO COUNCIL:** September 11, 2023

**RE:** Building Department Activity Summary

**AUTHOR:** Karen Morrell, CBO, CBCO

**RECOMMENDATION:**

**THAT** Council receive the Building Department Activity Report for August 2023 for information.

**BUILDING DEPARTMENT ACTIVITY SUMMARY:**

August 2023	Permit Number	Cost of Project	Permit Cost	Type of Permit
15/08/2023	2023-7880	\$39,000.00	\$147.00	<i>Deck</i>
10/08/2023	2023-7883	\$13,000.00	\$340.00	AG Pool
04/08/2023	2023-7884	\$500,000.00	\$5,744.00	SFD + workshop
10/08/2023	2023-7885	\$390,000.00	\$1,881.00	SFD
10/08/2023	2023-7886	\$70,000.00	\$1,200.00	Storage Building
04/08/2023	2023-7889	\$40,000.00	\$129.00	Solar Panels
10/08/2023	2023-7890	\$50,000.00	\$750.00	Steel Building
17/08/2023	2023-7891	\$70,000.00	\$1,135.00	Convert garage to 2nd dwelling
14/08/2023	2023-7892	\$500.00	\$95.00	Tent
14/08/2023	2023-7893	\$17,000.00	\$504.00	Repair Barn
14/08/2023	2023-7894	\$19,000.00	\$144.00	Shed
14/08/2023	2023-7895	\$9,000.00	\$75.00	Pool
15/08/2023	2023-7896	\$7,500.00	\$263.00	Demolition/Addition
15/08/2023	2023-7897	\$12,000.00	\$1,104.00	Cattle Handling Facility
14/08/2023	2023-7898	\$20,000.00	\$110.00	Demo house razed by fire
18/08/2023	2023-7900	\$8,000.00	\$288.00	Addition to Storage Building
30/08/2023	2023-7888	\$5,000.00	\$178.00	Lean-to
30/08/2023	2023-78901	\$35,000.00	\$497.00	Barn Addition
<b>August 2023 TOTAL</b>		<b>\$1,305,000.00</b>	<b>\$14,584.00</b>	
<b>2023 TOTAL</b>		<b>\$32,392,201.00</b>	<b>\$96,132.05</b>	

August 2022	Permit Number	Cost of Project	Permit Cost	Type of Permit
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## AUGUSTA TOWNSHIP

16/08/2022	2022-7725	\$210,000.00	\$3,511.00	<i>Addition &amp; Reno</i>
05/08/2022	2022-7748	\$15,000.00	\$379.50	Deck
05/08/2022	2022-7751	\$50,000.00	\$364.00	Garage
05/08/2022	2022-7753	\$1,100.00	\$110.00	Demolition
17/08/2022	2022-7755	\$100,000.00	\$75.00	IG Pool
17/08/2022	2022-7756	\$8,800.00	\$75.00	Wood Stove
05/08/2022	2022-7757	\$300.00	\$95.00	Deck
16/08/2022	2022-7758	\$8,000.00	\$180.00	Foundation Repair
18/08/2022	2022-7760	\$25,000.00	\$420.00	<i>Detached Garage</i>
16/08/2022	2022-7761	\$6,200.00	\$165.00	Deck
16/08/2022	2022-7764	\$2,500.00	\$95.00	Foundation Repair
29/08/2022	2022-7766	\$8,000.00	\$148.00	Deck
18/08/2022	2022-7767	\$65,000.00	\$832.00	Greenhouse and Shed
29/08/2022	2022-7770	\$6,000.00	\$160.00	deck
26/08/2022	2022-7771	\$75,000.00	\$3,914.00	SFD
30/08/2022	2022-7773	\$13,000.00	\$95.00	AG Pool
<b>August 2022 TOTAL</b>		<b>\$595,900.00</b>	<b>\$10,860.50</b>	
<b>2022 TOTAL</b>		<b>\$17,432,444</b>	<b>\$149,892.18</b>	

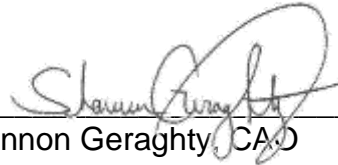
Inspections performed in August; 56  
MPAC Finals for August; 10

Permits issued in August; 18  
MPAC Occupancies for August; 1

Monthly reports submitted to MPAC, Statistics Canada, Tarion and CMHC for August 2023.



Karen Morrell, CBO



Shannon Geraghty, CAO

# AUGUSTA TOWNSHIP



## THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3650-2023

### BEING A BY-LAW TO LICENSE AND REGULATE THE OPERATION OF SHORT- TERM RENTALS

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**WHEREAS** the *Municipal Act, 2001*, (“Municipal Act”) provides the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

**AND WHEREAS** pursuant to the Municipal Act, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this act or any other Act;

**AND WHEREAS** pursuant to the Municipal Act, a municipality has the authority to implement business licensing in the interest of health and safety, well-being of persons, consumer protection and nuisance control;

**AND WHEREAS** the Municipal Act enables a municipality to pass By-Laws for imposing fees or charges for permits and services provided or done by them;

**AND WHEREAS** pursuant to the Municipal Act, a municipality has the authority to impose a system of administrative penalties and fees as an additional means of encouraging compliance with this By-Law;

**AND WHEREAS** the Municipal Act permits a municipality 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 compliance with a By-Law direct, Order or License;

**AND WHEREAS** the Municipal Act provides that if a municipality is satisfied that a contravention of a By-Law of the municipality passed under this Act has occurred, the municipality 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;

**AND WHEREAS** the Council of the Township of Augusta considers it advisable that such licensing, regulation and governing takes place with regard to short-term rentals as defined in this By-Law;

**AND WHEREAS** pursuant to the Municipal Act, Council is exercising its authority to provide for a system of licenses with respect to short-term rental businesses;

**NOW WHEREAS** the Council of the Corporation of the Township of Augusta hereby enacts as follows:

#### 1 Short Title

This By-Law may be cited as the “Short-Term Rentals Licensing By-Law.”

# AUGUSTA TOWNSHIP

## 2 Definitions

The following definitions apply to this By-Law:

“Accessory Building” means a detached subordinate building or structure that,  
Is devoted exclusively to a use normally incidental to the main use of the property;  
Is not used for human habitation;  
Is on the same lot as the main building, and an accessory building includes a farm building.

“Secondary Suite/Additional Residential Unit” means a self-contained accessory unit having cooking and sanitary facilities which is located within a Single Detached, Semi-Detached, Townhouse dwelling unit or located in a separate individual dwelling unit on the same lot or located within an accessory building on the same lot as the main residential use. A secondary suite is a subordinate residential use to the existing primary dwelling unit.

“Bed & Breakfast Establishment” means a private dwelling designed to be used in part for the accommodation of the travelling or vacationing public, containing therein six (6) or fewer suites or guest rooms.

“Building” means any structure used or intended for sheltering any use or occupancy. The word "building" shall include the whole of such structure or part thereof and shall include any building types as regulated by the Ontario Building Code Act.

“Building Code” means the regulation made under Section 34 of the Building Code Act, 1992, S.O. 1992, c.23, and amended.

“Building Code Act” means the Ontario Building Code Act, 1992, S.O. 1992, c.23, as amended.

“Business, Short-Term Rental” shall mean the business of making or attempting to earn revenue by engaging in or by advertising the availability of a Short-Term Rental dwelling unit for a fee charged or other goods and valuable consideration.

“Clerk” means the person or his/her designate as appointed by the Council of the Township of Augusta.

“Council” means the Council of the Township of Augusta.

“Director” means the Director in charge of the By-Law Enforcement Officer of the Township of Augusta or an authorized representative.

“Disturbance” means an event where an action has commenced with respect to nuisance, and/or noise.

“Dwelling, Principal Residence” means a dwelling that is owned or rented alone or jointly with other person(s) or a corporation, where the person(s) is ordinarily a resident and has designated the dwelling as their principal place of residency on their income tax filing and in other government records. This may include a long-term tenant residing for a minimum of 6 consecutive months.

“Dwelling Unit” means a suite operated as a single housekeeping unit, used or intended to be used as a domicile by one (1) or more persons and usually containing cooking, eating, living, sleeping, and sanitary facilities. For the purposes of this By-Law, a dwelling unit does not include a tent, trailer, or a room or suite of rooms in a boarding or rooming house, a hotel, motel, or motor home.

“Fee” means as set out in the Township Fees and Charges By-Law, as amended.

“Fire Protection and Prevention Act” mean the Fire Protection and Prevention Act, 1997, as amended, and the regulation enacted thereunder as amended from time to time, or any act or regulation enacted in substitution, therefore.

## AUGUSTA TOWNSHIP

“Guest Room” means a room or suite of rooms used or maintained for the accommodation of individuals to whom hospitality is extended for compensation.

“Inspector” means a property standards officer, building inspector, or any other person appointed to enforce this By-Law, and includes the term Officer.

“License” means the certificate or other similar document issued pursuant to this By-Law as proof of licensing under this By-Law.

“Licensed” means to have in one’s possession a valid and current License issued under this By-Law and unlicensed has the contrary meaning.

“Licensee” means the person or business issued a License under this By-Law to operate a Short-Term Rental.

“Officer” means a property standards officer who has been assigned or appointed by the Township of Augusta as a Property Standards Officer and/or a Municipal Law Enforcement Officer to either administer or enforce this By-Law and includes a building inspector for the Township of Augusta or their designate.

“Owner” includes,

- a) the person managing or receiving the rent of the land or premises, whether on the person’s own account or as an agent or trustee of any other person, or who would receive the rent if the land and premises were let; and,
- b) the licensee or occupant of the property who, under the terms of a license, is required to repair and maintain the property in accordance with the standards for maintenance and occupancy of a property.

“Parking Area” shall mean an area or structure, other than a street, used or intended to be used for the temporary storage of motor vehicles and includes a private garage or carport, aisles, driveways, and parking spaces.

**"Proof of Placement of Insurance"** means a copy of a policy of insurance or a Certificate of Insurance that shows the proof of liability coverage as required by this By-Law issued by a company authorized to carry on the business of insurance in the Province of Ontario in accordance with the Insurance Act, and such insurance policy shall contain an endorsement to provide the Township with thirty (30) days prior written notice of cancellation or of a material change that would diminish coverage;

“Property” means a building or structure, or part of a building or structure, and includes the lands and premises accessory thereto and all mobile structures, mobile buildings, mobile homes, outbuildings, fences, retaining walls, landscaping, walkways, and erections thereon and includes vacant lands.

“Renter” means the person, who has obtained entitlement to exclusive use of the Short-Term Rental unit from the Licensee.

“Responsible Person” means the owner, or an agent assigned by the owner or Licensee of the Short-term Rental unit to ensure the Short-term Rental is operated in accordance with the provisions of this By-Law, the license, and applicable laws.

“Short-Term Rental” or “STR” shall mean a dwelling unit, that in a whole or in part, is rented or available with the intention of financial compensation for an occupancy period of 30 consecutive days or less, by way of a township license, but does not include a hotel, motel, boarding or lodging house, tourist establishment, tourist lodge, tourist outfitters establishment, tourist trailer or bed and breakfast establishment.

“Township/Corporation” means the Corporation of the Township of Augusta.

“Zoning By-Law” means the Township of Augusta Comprehensive Zoning By-Law, as amended from time to time.

## AUGUSTA TOWNSHIP

### 3 Interpretation

1. Words or phrases contained herein, and which are not defined by this By-Law, are firstly to be assigned the definition or meaning attributed to them in the applicable Zoning By-Law and, failing such a definition or meaning, the everyday meaning of such word or phrase.

### 4 General Regulations

4.1 No person shall carry on any trade, business, or occupation of short-term rental for which a license is required under this By-Law if the license has expired or been revoked; or, while the license is under suspension.

4.2 A person is not eligible to hold a license if the proposed use of the land, building or structure is not permitted by the Zoning By-Law that applies to the property.

4.3 A person is not eligible to hold a license unless the person has provided a statement prepared by the Fire Chief dated within a period of 24 months of the date of application for license indicating that the premises conforms to the Fire Protection and Prevention Act and its regulations as they relate to the operation and use of the premises for short-term rental purposes with such statement indicating the occupant load for sleeping purposes for the premises.

4.4 The determination of whether a certificate from the Electrical Safety Authority dated within a period of 24 months of the date of application for license indicating that the premises conforms to the Electrical Safety Code, will be determined by Fire and the Building Department.

4.5 A person is not eligible to hold a license if the person is indebted to the Township in respect of fines, penalties, judgments, or any other amounts owing, including awarding of legal costs and disbursements and outstanding property taxes and late payment charges against all properties owned by the owner.

4.6 A person is not eligible to hold a license if the property to be used for carrying on the trade, business or occupation does not conform with applicable Federal and Provincial Law and Regulations or all applicable Township By-Laws.

4.7 The owner shall keep a record of the renter with such a record containing the date of entry, the length of stay, home address of the renter readily available for inspection at all times by an Officer for a period of one year.

4.8 The owner shall display the license permanently in a prominent place in the short-term rental premises to which it applies.

4.9 Each license shall include the following:

- (a) Building/site/location address/identifier (i.e., Emergency or 911 Number);
- (b) License number;
- (c) Effective date and expiry date of the license;
- (d) Owner's name and contact information;
- (e) Rental agent or agency's name and contact information;
- (f) Responsible person's name and contact information; and,
- (g) A plan, that is plaqued or framed, that depicts the location of each bedroom, smoke alarm, extinguisher and exit/egress door or window.
- (h) Fire Safety Plan approved by the Fire Chief

## **AUGUSTA TOWNSHIP**

4.10 The owner of a short-term rental premises shall ensure that there is a responsible person available to attend to the short-term rental premises at all times within a period of no greater than one hour from the time of contact by way of telephone or email.

4.11 The owner of a short-term rental premises for which a license is required under this By-Law shall allow, at any reasonable time, an employee, designate, or agent of the Township to inspect the premises used for the purposes of short-term rental to determine compliance with all applicable Township By-Laws or other applicable law.

4.12 No person shall obstruct, hinder, or otherwise interfere with an authorized employee or agent of the Township while carrying out an investigation, making inquiries, or performing an inspection for the purposes of enforcing this By-Law or any other Township By-Law or Provincial legislation or regulation.

4.13 No person shall construct or equip a place of business or premises used for the business to hinder the enforcement of this By-Law.

4.14 Every owner shall maintain the short-term rental premises in a clean and sanitary condition, with adequate measures for the storage and disposal of garbage and waste and sufficient levels of illumination to permit the safe use of the premises. For the purposes of this subsection, adequate measures for the storage and disposal of waste shall mean a self-enclosed building, structure, or container, located outside of the short-term rental premises, which is of a sufficient size that will store the garbage and waste generated by the premises until such garbage and waste is disposed of.

4.15 Every owner who is a licensee of lands owned by others shall report the short-term rental use of those licensed lands to the landowner. (i.e., licensed waterfront access).

4.16 Every licensee shall ensure that the short-term rental premises is operated and used in a fashion such that the operation or use will not cause a disturbance or become a public nuisance, in particular regarding noise, traffic or parking, and shall not change the residential character of the dwelling.

4.17 Every licensee (or agent) shall provide an undertaking (schedule E or F) to operate the short-term rental premises in accordance with all applicable Township By-Laws. Further, every licensee shall include in such undertaking a confirmation that they will require that each renter abide by the Township Renter's Code of Conduct referred in Schedule "G".

4.18 No licensee or employee of a licensee shall discriminate in the carrying on of the trade, business, or occupation of short-term rental against any member of the public on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.

4.19 The Director or designate may revoke a license if it was issued on mistaken, false, or incorrect information.

## **5 Application**

5.1 The requirements of this By-Law apply to the trade, business, or occupation of providing short-term rentals within the geographical limits of the Township of Augusta as of the date this By-Law comes into effect.



## AUGUSTA TOWNSHIP

5.2 Persons who own, operate, or offer a premises for short-term rentals as of the effective date of this By-Law must obtain an application for a license under this By-Law. (schedule B)

5.3 The determination of whether a license application is “complete” in accordance with the requirements of this By-Law shall be within the sole discretion of the Director.

5.4 Every application for a new license or a renewal of an existing license shall be submitted to the Township on the forms prescribed. (schedule B)

5.5 Every application for a new license or a renewal of an existing license shall include:

- a) each owner, applicant and/or agent’s name, address, telephone number, facsimile transmission number and e-mail address;
  - I. the rental agent’s or agency’s name, address and telephone number;
  - II. in the instance of a corporation or partnership, the name, address and telephone number of each director and officer or partner of the Owner and/or rental agent or agency;
  - III. the name, address, telephone number and e-mail address of a person who has been assigned by the owner or operator to be the responsible person for the operation and conduct of the inhabitants of the licensed short-term rental premises;
- b) a copy of the transfer/deed evidencing the ownership of the premises;
- c) in the instance of an applicant or agent acting on behalf of the Owner, an Owner’s written authorization permitting the applicant or agent to act on their behalf;
- d) a statement from the Owner certifying the accuracy, truthfulness, and completeness of the application;
- e) proof of placement of insurance specific to the rental nature of the property that includes a limit of liability of not less than Five Million Dollars (\$5,000,000.00) per occurrence for property damage and bodily injury and includes provisions that the Township will be notified of any intended cancellation by the insurer no fewer than (30) days written notice prior to such cancellation or of a material change that would diminish coverage and the Township named as additional insured;
- f) floor plans and a site plan, drawn to scale and fully dimensioned, of the short-term rental premises depicting the use of the premises including the proposed occupancy of each room; occupant load for sleeping purposes of each room; location of smoke/carbon monoxide detection and early warning devices; location of fire extinguishers, and related site amenities including parking, landscaping and other buildings or structures on the land;
- g) Good Neighbours Agreement (Schedule C)
- h) A site plan detailing parking, storage of vehicles, while maintaining access for emergency vehicles at all times, and in compliance with the Zoning By-Law;
- i) the prescribed fees; and, (schedule H)
- j) any outstanding fees or fines owed to the Township by the Owner respecting any short-term rental premises.

5.6 A licensee shall inform the Township of any changes to the information provided in Section 5.5 within a period of 30 days.

## **AUGUSTA TOWNSHIP**

5.7 Every application for a license will be reviewed by the Director to determine whether it meets the requirements of this By-Law.

5.8 As part of the review referenced at Section 5.5 the application will be circulated to those agencies deemed necessary and/or relevant by the Director.

5.9 The applicant shall cooperate and facilitate in arranging the inspection of the premises of any agency that may require an inspection of the premises in a timely manner and shall be in attendance during the inspection. In the instance of the requirement of the payment of fees for such an inspection, the applicant shall pay the fees as required prior to the inspection.

5.10 If it is determined that an application meets the requirements of this By-Law and all circulated agencies, the Director shall issue the license.

### **6 License Requirements**

1. 6.1 No person shall carry on any trade, business, or occupation of providing short-term rentals unless that person has first obtained a license.
2. 6.2 A person who obtains a license shall comply with the regulations set out in this By-Law for such license. Failure to comply with the regulations constitutes an offence.
3. 6.3 An agent of persons who own, operate or offer a premises for short-term rentals purposes without a license shall also be personally liable for the compliance of the principal, beneficiary or persons they represent. Failure by such a person to comply with this By-Law constitutes an offense.
4. 6.4 Licenses issued pursuant to this By-Law are conditional upon compliance by the licensee with all Municipal, Provincial and Federal Laws and Regulations and any conditions imposed to the holder of the license.

### **7 Administration**

7.1 The Township is responsible for the administration and enforcement of this By-Law.

7.2 If it is determined that an application does not meet the requirements of this By-Law and the requirements of all of the circulated agencies, the Director shall refuse the issuance of the license.

7.3 A license shall be issued to the owner of the short-term rental premises.

7.4 A license is valid for the duration of one (1) calendar year period defined as January 1 to December 31.

7.5 All Fees and Charges are in accordance with the Township Fees & Charges By-Law, as amended.

7.6 A licensee is not eligible for the renewal of a license unless the licensee has provided an application form.

7.7 A license is not transferable.

7.8 No person shall enjoy a vested right in the continuance of a license.

## **AUGUSTA TOWNSHIP**

7.9 Licenses shall remain the property of the Township.

7.10 If at any time the Director determines because of evidence that is provided that the operation of a licensed short-term rental premises does not conform to the requirements of this By-Law, the Director may fine under the Provincial Offences Act as referenced in Schedule "I."

7.11 If at any time the Director determines as a result of evidence that is provided that the operation of a licensed short-term rental premises does not conform to the requirements of this By-Law, the Director may commence with proceedings pursuant to the Provincial Offences Act.

7.12 Decisions of the Director as they relate to a license refusal and provincial offences fines are final and not appealable to Council.

7.13 Applications for license and issued licenses, along with the legal description and/or emergency number and associated owner, agent, applicant, and responsible person contact information will be posted to the Township's website.

7.14 Matters, notices, orders, and communications related to a non-compliance under a Federal or Provincial Law or Regulations or all applicable Municipal By-Law are not appealable to council.

### **8 Offence and Penalty Provisions**

8.1 Any person who contravenes any provision of this By-Law is guilty of an offence and, upon conviction, is subject to a fine as provided in the Municipal Act, 2001, as amended, or the Provincial Offences Act and to any other applicable penalties.

8.2 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.

8.3 If this By-Law is contravened and a conviction entered, the court may also order that the premises or part of the premises be closed to any use as short-term rental.

### **9. Penalties**

9.1 An Officer who finds that a person has contravened any provision of this By-Law may issue a provincial offences notice addressed to that person.

9.2 Any person who contravenes any provision of this By-Law shall, upon issuance of a penalty notice pursuant to Section 9.1 be liable to pay to the Township a fine set out in Schedule I of this By-Law.

9.3 The offences notice shall be given to the person to whom or to which it is addressed as soon as is reasonably practicable and shall include the following information:

- (a) Particulars of the contravention, including to which property it applies;
- (b) The amount of the provincial offences fine;
- (c) Information respecting the process by which the person may exercise the person's right to request a review of the fine; and,

**AUGUSTA TOWNSHIP**

- (d) A statement advising that provincial offences fine will, unless modified or rescinded pursuant to the review process, constitute a debt to the Township.

9.4 A fine that is deemed to be affirmed constitutes a debt to the Township of each person to whom or to which the penalty notice was given.

9.5 A provincial offence fine that is not paid may be added to the tax roll to the property to which it applies and collected in the same manner as taxes.

**10. Validity**

10.1 If a court of competent jurisdiction declares any provision, or any part of a provision, of this By-Law to be invalid, or to be of no force and effect, it is the intention of Council in enacting this By-Law that each and every provision of this By-Law authorized by law be applied and enforced in accordance with its terms to the extent possible according to law.

10.2 If any portion of this By-Law is found in conflict with any other applicable Township By-Law or regulations that provision which establishes the higher standard shall prevail.

**11. THAT Schedules A – I shall form part of this By-Law.**

**12. The Clerk may make such amendments that are minor in nature and do not change the intent of the By-Law.**

**14. This By-Law comes into force and effect as of January 1, 2024.**

**Read a first, second, and third time and finally passed this 11 day of September 2023.**

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MAYOR

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CLERK

**AUGUSTA TOWNSHIP**  
**BY-LAW 3650-2023**  
**SCHEDULE A**  
**PRE-INSPECTION CHECKLIST**

The checklist below will help you prepare for your Short-Term Rental licensing inspection. The checklist outlines some of the basic requirements that need to be met in order to be licensed under the Township of Augusta By-Law No. 3650-2023. Please be advised that it is your responsibility to ensure all requirements under the applicable By-Laws are met.

All Short-Term Rentals must meet all applicable By-Law requirements prior to receiving a license.

**Pre-inspection Checklist**

**ALL ROOMS FOR RENT:**

- Walls and ceilings are reasonably smooth, free from defects and holes that would reduce their effectiveness in a fire situation.
- Floor surfaces are reasonably smooth and do not unnecessarily contribute to a potential accident, for example nail sticking up, floorboards loose, ripples in carpets, etc.
- Electrical outlets and switches have adequate covers and electrical fixtures, or lamps are provided.
- Operable window present for ventilation/light and equipped with a suitable insect screen.
- Access door provides privacy and operates freely without the use of a key to exit.

**ELECTRICAL PANEL:**

- Breakers are operational and the breaker panel is labelled.

**FIRE SAFETY:**

- All smoke alarms, either battery operated or hard wired, shall be interconnected, on every floor level and in every bedroom shall be in working order.
- Carbon monoxide detector alarms shall be in working order within each bedroom or outside hallway serving bedrooms.
- All smoke and carbon monoxide alarms shall be tested at least monthly, and batteries replaced semi-annually. All alarms must be replaced as per manufacturers recommendations, or at a minimum every 10 years for alarms and 5 for carbon monoxide alarms. Records of all maintenance must be maintained.
- Electrical cords are in good working condition.
- All escape routes are clear of obstructions and easily accessible.
- Clothes dryer lint trap and exhaust is clean and lint free.
- All extension cords are for temporary use only, used safely, not under carpets or across walking areas.
- Portable space heaters are a minimum of 3 feet away from combustible material.
- The furnace has been inspected and the filter replaced in the past year.

## **AUGUSTA TOWNSHIP**

- The fireplace chimney has been WETT (Wood Energy Technical Transfer) inspected and cleaned in the past year.
- All portable fire extinguishers with a minimum 2A-10BC rating shall be made available, with one visibly mounted on each floor area, and one in the kitchen. All extinguishers shall be inspected and tagged annually.
- Any bedroom door with an automatic door closer must ensure that the door properly closes and latches properly.
- Valid burn permit issued by Augusta Fire Rescue.
- Electrical panels shall be labelled and only be serviced by a licensed electrician.
- Sprinkler systems shall be inspected annually if applicable.
- Fire alarm systems shall be inspected annually if applicable.
- Establish rules for smokers. If you permit smoking inside, use large, sturdy ashtrays that can't be easily tipped over. Ashtrays should be emptied into a metal container, not the garbage can.
- If you use candles, keep them away from anything that can burn and place them in a safe, sturdy glass holder. Place them where they cannot be knocked over and blow them out when leaving the room.

### **LICENCING REQUIREMENTS:**

- A copy of the Township approved floor plan with all exits marked on it posted in a conspicuous area (The plan is not to be posted in a binder or folder).
- Daily register/guest form is current.

### **MEANS OF EGRESS/EXITS:**

- A safe continuous and unobstructed passage is provided from the interior of the dwelling to the outside at street or grade level is provided.

### **PARKING AREAS:**

- Kept in good repair and free clutter (including the garage if used for parking)

### **POOL AREAS:**

- Gates is self-closing and self-latching.
- Gates have locks.
- Pool is fenced in.
- In accordance with the Pool & Fence By-Law.

### **STAIRS, PORCHES, AND BALCONIES:**

- All steps, handrails, guards, and landings are in reasonably good repair and will not likely create a hazard (i.e., Free of holes, cracks and other defects which may constitute an accident hazard).
- Stair treads or risers are in good condition.
- Stairwell is clear of clutter and provides for an unobstructed passage.
- Interior stairs with two or more risers have a handrail.
- Exterior stairs with three or more risers have a handrail.

## **AUGUSTA TOWNSHIP**

### **UTILITY AREAS:**

- Area around the furnace is free of clutter, waste combustibles, and flammable liquid.
- Hot water tank is free of rust and other visible defects and has a downspout pressure relief valve extending to 6" above the floor.

### **WASHROOMS FOR GUEST USAGE:**

- Is separate from the owner's washroom.
- A water toilet basin and tub or shower have been provided and are reasonably clean and in good condition.
- Fixtures are reasonably clean, impervious to water and capable of performing their intended function.
- Floors, walls, and ceilings are reasonably smooth and clean (i.e., Free from mold and mildew).
- Operable windows are provided for ventilation; or where no window is present an exhaust fan and electrical fixture has been provided.

**AUGUSTA TOWNSHIP**  
**BY-LAW 3650-2023**  
**SCHEDULE B**  
**APPLICATION TO LICENSE SHORT TERM RENTALS**  
**Licensing period beginning January 2024**

NEW                       RENEWAL                       RENEWAL – NEW OWNER

**Note: For a renewal application, your operation must have been licensed the previous year.**

PROPERTY ADDRESS	HOUSE NAME (if applicable)

TYPE	Total # of Bedrooms within structure	# of Bedrooms to be licensed
Owner Occupied		
Residential Unit		
Seasonal Dwelling		
Suite		

**Please refer to the Short-Term Rental By-Law for further guidelines and restrictions.**

REGISTERED OWNER(S)	PHONE NO. (*required)	EMAIL (*required)

**Property Manager(s) are required to be available to attend to the short-term rental at all times within a period of no greater than one-hour (60) minutes from the time of contact.**

PROPERTY MANAGER(S) LOCAL CONTACTS (if applicable)	PHONE NO. (*required)	EMAIL (*required)

**Mailing Address**

NO. & STREET	BOX/RR/SS/APT	CITY	PROVINCE/STATE	PC/ZIP CODE



**AUGUSTA TOWNSHIP  
APPLICATION TO LICENSE SHORT TERM RENTALS**

Township Water	Swimming Pool	Year Built	Owned	# of Full Time Occupants
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**Note:** If a property is leased, a signed statement from the property owner giving permission for the property to operate as a short-term rental must be provided.

I/We do declare that all the information submitted with this application is true and understand that it will take a minimum of two (2) weeks for this application to be processed. All application By-Laws, and requirements, have been read and are understood, pertaining to the operation of a short-term rental.

I/We further give permission for Fire and By-Law Inspectors, and if required, Building Inspectors and the Leeds, Grenville, and Lanark District Health Unit, to enter the residence for the purpose of inspecting for compliance with the Township's By-Laws and regulations.

I/We confirm that the Renter Code of Conduct will be posted and/or made available to each Renter.

**RENEWAL APPLICATIONS**

I/We confirm that the floor plans and site plan on file for this short-term rental are still accurate and no changes have been made to the room layouts.

\_\_\_\_\_  
SIGNATURE OF REGISTERED OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF REGISTERED OWNER

\_\_\_\_\_  
DATE

**AUGUSTA TOWNSHIP  
APPLICATION TO LICENSE SHORT TERM RENTALS**

**FOR INTERNAL USE ONLY**

Submission Date	
Inspection Date (By-Law & Fire)	
Amount Paid	\$
Tender	<input type="checkbox"/> Cheque <input type="checkbox"/> Cash <input type="checkbox"/> Debit <input type="checkbox"/> e-Transfer
Township Representative:	

**CHECKLIST**

<input type="checkbox"/> YES <input type="checkbox"/> NO	Signed Application
<input type="checkbox"/> YES <input type="checkbox"/> NO	Acknowledgement Form [See Schedule D of By-Law 3650-2023]
<input type="checkbox"/> YES <input type="checkbox"/> NO	Authorization Form (if applicable) [See Schedule E or F of By-Law 3650-2023]
<input type="checkbox"/> YES <input type="checkbox"/> NO	Site Plan (drawn to scale showing all required parking spaces) [See s.5(g) of By-Law 3650-2023]
<input type="checkbox"/> YES <input type="checkbox"/> NO	Floor Plan(s) - All Floors in dwelling [See s.5(f) of By-Law 3650-2023]
<input type="checkbox"/> YES <input type="checkbox"/> NO	Certificate of Insurance for 5 million with Township named as Additional Insured [See s.5(e) of By-Law 3650-2023]
<input type="checkbox"/> YES <input type="checkbox"/> NO	Signed Good Neighbour Agreement
<input type="checkbox"/> YES <input type="checkbox"/> NO	Electrical Safety Authority Inspection Certificate (if applicable) [See s.4.4 of By-Law 3650-2023]
<input type="checkbox"/> YES <input type="checkbox"/> NO	Statement of Owner's Consent (if property is leased)
<input type="checkbox"/> YES <input type="checkbox"/> NO	Renter Code of Conduct
<input type="checkbox"/> YES <input type="checkbox"/> NO	All fines and property taxes have been paid

**PRELIMINARY PLANNING & BUILDING REVIEW**

Date:	
Zoning:	
Notes:	
Staff Person:	

**AUGUSTA TOWNSHIP**  
**BY-LAW 3650-2023**  
**SCHEDULE C**  
**SHORT-TERM RENTAL GOOD NEIGHBOUR AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Regarding Short Term Rental License # \_\_\_\_\_

**WHEREAS** \_\_\_\_\_ (the “Licensee”):

- Wishes to demonstrate to The Township of Augusta and the Residents of Augusta their effort to be a responsible short-term rental accommodation operator within the Township;
- Recognizes their role as a responsible operator and neighbour within the community and agrees to work with the Township and its departments to resolve all concerns;
- Wishes to promote The Township of Augusta as a vibrant, safe, and attractive community for the enjoyment of everyone, including residents, visitors, businesses, and their workers;
- Recognizes that non-compliance with the Short-Term Rental Good Neighbour Agreement may be brought to the attention of the Township and may trigger an enforcement investigation and/or revocation of license;
- Recognizes that short-term rental operators have a civic responsibility to address the conduct of their patrons; and other Township By-Laws that require certain standards of conduct and maintenance, apply to their properties used for short-term rental accommodations;
- Recognizes that should the Licensee’s license be suspended or cancelled and any short-term rental accommodation bookings and/or nuisance incidents pertaining to the operation of a short-term rental accommodation continue to occur and remain unresolved, the Township may exercise its power to pursue additional enforcement action including increasing fines and/or legal injunctive action;

**AND WHEREAS** the Township wishes to:

- Commend the Licensee for their recognition of their civic responsibilities, and commitment to fostering a good working relationship with the Township and the Licensee’s neighbours.
- Demonstrate its commitment to early resolution of disputes with the Licensee in relation to this Agreement whenever possible.

**NOW THEREFORE** in conjunction with and in consideration of obtaining, continuing to hold, or renewing a short-term rental license, the Licensee covenants and agrees with the Township to comply with the regulations set out in By-Law No. 3650-2023.

**AUGUSTA TOWNSHIP**

**IN WITNESS WHEREOF** the parties have executed this agreement in the

Township of Augusta, Province of Ontario, this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
The Licensee

\_\_\_\_\_  
Township of Augusta Representative

**AUGUSTA TOWNSHIP**  
**BY-LAW 3650-2023**  
**SCHEDULE D**  
**ACKNOWLEDGEMENT**  
**Short Term Rentals**

Short Term Rental Address: \_\_\_\_\_

I/We \_\_\_\_\_ understand that:

- (1) I/we are **not** permitted to rent rooms and/or advertise on any website until the License is issued.
- (2) Nothing herein allows a Licensee to rent rooms other than those identified on the license and approved on the floor plans submitted with the application.
- (3) The Licensee may be held responsible for behavioral contraventions by tenants and guests with the Township's Noise and Public Nuisance By-Law and Good Neighbour Agreement.
- (4) License fees are **due by December 31st each year**.
- (5) The Licensee is responsible for forwarding a copy of the Certificate of Insurance, as per Section 5 (e) of By-Law No. 3650-2023 on an annual basis.  
  
Expiry date of policy \_\_\_\_\_.
- (6) The Licensee is responsible for renewing the one (1) year license upon expiry.
- (7) The Licensee shall be responsible for informing the Township in writing of any changes to the approved information contained within the application or any deviation to the approved plans within seven (7) days of such change or deviation.
- (8) The submission of false or misleading information will void the application and any license issued on such an application may be revoked.
- (9) The Township By-Law Enforcement Officer, Building Inspector and Fire Chief or designate is empowered, upon presentation of proper credentials, to enter onto land at any reasonable time to inspect any building, structure or property for the purposes of carrying out an inspection to determine whether the By-Law or a notice or an order issued is being complied with.

I/We understand that any breach of this acknowledgement, provisions of By-Law No. 3650-2023 as amended, any other Township By-Laws or regulations may result in the Short-Term Rental License being revoked or suspended.

**AUGUSTA TOWNSHIP**

I/We have read and signed, per applicable: By-Law No. 3650-2023  
Renter Code of Conduct  
Good Neighbour Agreement

Signature(s):

\_\_\_\_\_

Licensee

\_\_\_\_\_

Witness

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**AUGUSTA TOWNSHIP  
BY-LAW 3650-2023  
SCHEDULE E  
AUTHORIZATION  
Short Term Rentals**

Short Term Rental Address: \_\_\_\_\_

I/We \_\_\_\_\_  
(registered owners)

Hereby authorize \_\_\_\_\_ of  
(name)

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(email address)

to operate my/our short-term rental of a \_\_\_\_\_ room, \_\_\_\_\_  
(#) (type of rental)

Registered Property Owner(s):

Print	Signature	Witness
-------	-----------	---------

Print	Signature	Witness
-------	-----------	---------

Print	Signature	Witness
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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Management Company:**

I undertake to operate the above-mentioned short-term rental in accordance with all of the Township of Augusta's By-Laws, in particular By-Law 3650-2023.

Print	Signature	Witness
-------	-----------	---------

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**AUGUSTA TOWNSHIP  
BY-LAW 3650-2023  
SCHEDULE F  
LEASE STATEMENT  
Short-Term Rentals**

Short Term Rental Address: \_\_\_\_\_

I/We \_\_\_\_\_  
(registered owners)

Hereby authorize \_\_\_\_\_ of  
(name)

\_\_\_\_\_  
(company name)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(email address)

to operate my/our short-term rental of a \_\_\_\_\_ room, \_\_\_\_\_  
(#) (type of rental)

Registered Property Owner(s):

Print	Signature	Witness
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Print	Signature	Witness
-------	-----------	---------

Print	Signature	Witness
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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Leasee:**

I undertake to operate the above-mentioned short-term rental in accordance with all of the Township of Augusta's By-Laws, the Renter Code of Conduct and the Good Neighbour Agreement, in accordance with By-Law No. 3650-2023.

Print	Signature	Witness
-------	-----------	---------

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



**AUGUSTA TOWNSHIP**  
**BY-LAW 3650-2023**  
**SCHEDULE G**  
**Renter Code of Conduct**  
**Short-Term Rental**

**1. Premise of this Code**

The premise of this Code is that the short-term rental premises are, for the most part, located in residential neighbourhoods and that the residents of these neighbourhoods have the right to enjoy their own properties without being imposed upon by nuisance from others.

**2. Objectives of this Code**

The objective of this Code is to establish acceptable standards of behavior for renters, and their guests, to minimize any adverse social or environmental impacts on their neighbours and neighbourhood.

**3. Residential Area**

The Renter acknowledges for themselves and on the behalf of others that they will be occupying a short-term rental accommodation that is located in a residential area.

**4. Guiding Principles**

The Guiding Principles for short term rental renters are:

- The premise that you are occupying is a home;
- Treat the premise as your own;
- Respect your neighbours; and,
- Leave it as you find it.

**5. Maximum number of Renters and Guests:**

- a) The maximum number of occupants within a dwelling that is being operated as a short-term rental shall not exceed a total number of 12, based upon two (2) persons per bedroom.
- b) The number of non-occupying guests permitted at a short-term rental premises must not be such that it may conflict with the residential neighbourhood or amenity.
- c) The residential occupancy of any recreation vehicle, trailer, mobile, or other outdoor temporary camping accommodation is prohibited unless use is otherwise permitted in the zoning by-law,

**6. Noise and Residential Compliance**

No person shall make noise so as to cause a disturbance or conduct themselves in a way that is likely to disturb area residents.

Examples of noise that is likely to disturb residents include:

- a) Loud music;
- b) Outdoor or backyard gatherings involving excessive noise;
- c) Late or early hour disturbances; and,
- d) Yelling, shouting, singing and loud conversations.

Please be advised that the Township of Augusta Nuisance By-Law, as amended, is in effect 24 hours a day, 7 days a week.

## **AUGUSTA TOWNSHIP**

**The Nuisance By-Law prohibits; sound or vibration at any time, which is likely to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of the inhabitants of the Township.**

Renters and their guests are not allowed to disturb neighbours or interfere with their enjoyment of their properties, or the public realm, at any time of the day or night. Failure to comply with the conditions of the Township's Nuisance By-Law may result in legal action.

**Please enjoy your stay in the Township of Augusta but have consideration for others.**

### **7. Functions and Parties**

- a) Short term rental renters are not to host commercial functions;
- b) So called "party houses" conflict with residential amenity and are not permitted; and,
- c) Any gathering, celebration or entertainment at a short-term rental accommodation premise must not conflict with residential amenity and must comply with all the other requirements of this Code and the Township of Augusta By-Laws.

### **8. Access and Parking**

Please familiarize yourself and your guests with the approved parking plans for the premises so as to ensure ease of access with minimum disturbance to other residents or neighbouring properties.

All short-term rental premises will have vehicle parking limits, please refer to the approved plans for the premises.

### **9. Recycling and Garbage**

Please familiarize yourself and your guests with the guidelines and provisions that have been made for waste management.

**AUGUSTA TOWNSHIP  
 BY-LAW 3650-2023  
 THE SHORT-TERM RENTAL BY-LAW  
 SCHEDULE H – FEES**

Item	COLUMN 1 REASON FOR FEE	COLUMN 2 Provision Creating or Defining Offence
1.	Short-Term Rental License	\$500 annual flat fee
2.	Additional Inspections* (where applicable)	\$75 per hour per Inspector (includes complaint-based inspections)

\*Building Inspector & Fire Inspector may be required.

**AUGUSTA TOWNSHIP  
PART 1 PROVINCIAL OFFENCES ACT  
BY-LAW 3650-2023  
THE SHORT-TERM RENTAL BY-LAW  
SCHEDULE I – FINES**

Item	COLUMN 1 Short Form Wording	COLUMN 2 Provision Creating or Defining Offence	COLUMN 3 Set Fine
1.	Falsified Complaint		\$75 per hour per Inspector (charged to the Complainant)
2.	Operate/Advertise a short-term rental without a current license		\$500
3.	Advertising a short-term rental without license number		\$500
4.	Failure to respond to complaint within one-hour (60) minutes		\$250

Note: The general penalty provision for the offences listed above is Section 8 of By-Law 3650-2023, a certified copy of which has been filed.

# AUGUSTA TOWNSHIP



## THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3651-2023

### A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL OF THE TOWNSHIP OF AUGUSTA AT ITS MEETING HELD ON SEPTEMBER 11, 2023

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**WHEREAS** section 5(1) and 5(3) of the Municipal Act S.O. 2001 c.25 states that a municipal power including a municipality's capacity, rights, powers and privileges under section 9 shall be exercised by By-Law unless the municipality is specifically authorized to do otherwise;

**AND WHEREAS** it is deemed expedient that the proceedings of the Council of the Corporation of the Township of Augusta at this meeting be confirmed and adopted by By-Law;

**NOW THEREFORE** the Council of the Corporation of the Township of Augusta hereby enacts as follows that:

1. The action of the Council of the Corporation of the Township of Augusta at its meeting held on September 11, 2023, in respect of each recommendation contained in the report of the Committees and each motion and resolution passed and other action taken by Council of the Corporation of the Township of Augusta at its meeting be hereby adopted and confirmed as it fall such proceedings were expressly embodied in the By-Law.
2. The Mayor and the proper officers of the Municipality are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf, and the said Clerk is hereby authorized and directed to affix the Corporate Seal of the Municipality to all such documents.

Read a first, second, and third time and finally passed this 11<sup>th</sup> day of September, 2023.

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MAYOR

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CLERK