

**AUGUSTA TOWNSHIP
AGENDA
C.O.W./REGULAR MEETING
February 26, 2024 at 6:00 P.M.**

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

- Insurance Policy Overview – Matthew White, Vice-President, Partner at Halpenny Insurance Brokers Ltd.

I. Correspondence and Petitions

- Call2Recycle Canada Inc. re: Leader in Sustainability Award

J. **REPORTS**

COMMITTEES REPORTS

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

STAFF REPORTS

AUGUSTA TOWNSHIP

Administration and Finance

- Report 2024 – 016 – River Route
- Report 2024 – 025 – Train Whistle Cessation Request
- Report 2024 – 026 – Insurance Renewal

Operations

Planning and Building Services

- Report 2024 – 018 – ZBLA (7000 County Road 18)
- Report 2024 – 019 – Severance (9655 County Road 18)
- Report 2024 – 020 – Severance (Vacant Lands, Algonquin Road)
- Report 2024 – 021 – Severance (9424 South Branch Road)
- Report 2024 – 022 – Severance (Vacant Lands, 2nd Concession Road)

Protective Services

- Report 2024 – 023 – Declare Surplus Equipment
- Report 2024 – 024 – Declare Surplus Vehicle

K. Notice of Motions

L. By-Laws

- 3688-2024 – Agreement of Purchase & Sale By-Law
- 3689-2024 – ZBLA (7000 County Road 18)
- 3690-2024 – Appoint Alternate Building Inspectors
- 3691-2024 – Canine Control By-Law Amendment
- 3692-2024 – Appoint CEMC and Alternate
- 3693-2024 – By-Law to Set Budget
- 3694-2024 – AMS Agreement

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
February 12, 2024 at 6:00 P.M.
at the Municipal Office, 3560 County Road 26**

PRESENT

Mayor Shaver
Deputy Mayor Wynands
Councillor Bowman
Councillor Henry
Councillor Pape

PRESS

STAFF PRESENT

Shannon Geraghty, Annette Simonian, Mark McDonald, Chief Rob Bowman, Vikki Werner-Mackeler, Karen Morrell

REGRETS

CALL TO ORDER

Mayor Shaver called the meeting to order at 6:01 p.m.

MAYOR'S OPENING REMARKS

APPROVAL OF AGENDA

Moved by Councillor Bowman, seconded by Councillor Henry
BE IT RESOLVED THAT the agenda for February 12, 2024 be adopted.
Carried

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Moved by Councillor Henry, seconded by Councillor Bowman
BE IT RESOLVED THAT Council approve the minutes of the January 29, 2024
Council meeting as distributed to all members.
Carried

DISCLOSURE OF INTEREST

AUGUSTA TOWNSHIP

BUSINESS ARISING FROM THE MINUTES

DELEGATIONS & PRESENTATIONS

- Optimist Club – Larry Harper

CORRESPONDENCE & PETITIONS

COMMITTEE REPORTS

UCLG:	Mayor Shaver provided an update
SNCA/RVCA:	Deputy Mayor Wynands provided an update
Recreation:	Councillors provided an update
Library Board:	
EDTAC:	Councillor Henry provided an update
PAC:	Deputy Mayor Wynands provided an update
Administration:	CAO Geraghty provided an update
MECG:	Chief Bowman provided an update

ADMINISTRATION AND FINANCE

Report 2024-015

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council receives this report for information purposes.
Carried

Report 2024-016

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council direct staff to renew the River Route Transit Partnership Agreement for the period of April 1, 2024 to March 31, 2025; and

THAT Council authorize staff to explore funding options that could support the purchase of a new bus and shelters for the program and to report back to Council at a future date.

Deferred

Report 2024-017

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT a Purchase and Sale Agreement be executed by the Mayor and Clerk with Corey James Arcand and James Francis Arcand for the purpose of purchasing land described as South Parcel (20 acres) PT LOT 5 CON 1 Augusta and North Parcel (57 acres) PT LT 5 CON 1 Augusta for a total of 77 acres; and

THAT Council authorize the CAO to proceed with the due diligence to be undertaken by Cambium Inc. and Past Recovery Archaeological Services Inc. which is conditional to the purchase.

Carried

AUGUSTA TOWNSHIP

OPERATIONS

PLANNING AND BUILDING SERVICES

Report 2024-013

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council receive the Building Department Activity Report for January 2024 for information.

Carried

Report 2024-014

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council direct staff to provide the required 21 days notice to increase building fees as outlined in this report and to schedule the required public meeting on March 11, 2024.

Carried

PROTECTIVE SERVICES

NOTICE OF MOTIONS

BY-LAWS

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT By-Law Numbered 3683-2024 being a By-Law to appoint a Rental Property Standards Officer for the Township of Augusta be read a first time, a second time, a third time, and be enacted as read.

Carried

Moved by Deputy Mayor Wynands, seconded by Councilor Pape

BE IT RESOLVED THAT By-Law Numbered 3684-2024 being a By-Law to authorize temporary borrowing from time to time to meet current expenditures during the fiscal year ending December 31, 2024 be read a first time, a second time, a third time, and be enacted as read.

Carried

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT By-Law Numbered 3685-2024 being a By-Law to authorize an interim levy in advance of the adoption of the estimates for 2024 be read a first time, a second time, a third time, and be enacted as read.

Carried

Moved by Deputy Mayor Wynands, seconded by Councilor Pape

BE IT RESOLVED THAT By-Law Numbered 3686-2024 being a By-Law to enter into an agreement for the purchase of land be read a first time, a second time, a third time, and be enacted as read.

Carried

AUGUSTA TOWNSHIP

ANNOUNCEMENTS

- The Grenville Federation of Agriculture Annual Meeting and Fundraiser will be on March 8, 2024.
- Augusta Fire Rescue will be participating in the Leeds & Grenville Fire Services Food Drive. They will be at O'Reilly's & Giant Tiger in Prescott on March 16, 2024 collecting donations.
- Interim taxes will be due on Thursday, March 28, 2024 due to the Friday being Good Friday.
- Limerick Forest's Doors Open event will be on March 3, 2024 from 10-3pm.
- A reminder: no ice is safe ice. Please keep yourself and our First Responders safe and stay off the ice.

QUESTION PERIOD FOR THE PUBLIC

QUESTION PERIOD FOR THE PRESS

CLOSED SESSION AS PER SECTION 239 OF THE MUNICIPAL ACT 2001

RISE FROM COMMITTEE OF THE WHOLE IN CAMERA

REPORTING OUT OF CLOSED SESSION

BY-LAW TO CONFIRM PROCEEDINGS OF COUNCIL

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT By-Law No. 3687-2024 confirm the proceedings of Council of the Township of Augusta at its meeting held on February 12, 2024 be read a first time, a second time, a third time, and be enacted as read.

Carried

ADJOURNMENT

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT this Council do now adjourn at 7:00 pm until February 21, 2024 at 2:30 p.m. or until the call of the Mayor subject to need.

Carried.

AUGUSTA TOWNSHIP

Call2Recycle Canada, Inc.

Changing habits. Inspiring action.™

Township of Augusta

February 12, 2024

Dear Valued Collection Partner,



I am delighted to inform you that Call2Recycle® has selected Township of Augusta as a recipient of our Leader in Sustainability Award for 2023, in recognition of your outstanding collection results in 2023.

In 2023, Township of Augusta collected 2759 kilograms of batteries, contributing to a record-breaking year at Call2Recycle.

Thanks to your contributions and support of valued partners like you, Call2Recycle increased collections by 32% in 2023, diverting almost 6 million kilograms of batteries from landfill!

Since inception in 1997, the Call2Recycle program has now collected and recycled more than 45 million kilograms of batteries from across Canada!

We value your contribution and thank you for helping us advance our mission of maximizing the diversion of batteries from landfill.

Looking ahead in 2024, Call2Recycle remains committed to operating the highest quality battery recycling program in Canada, as evidenced by our certification in the most rigorous and globally respected standards, including R2v3, ISO 14001, ISO 45001, ISO 9001 as well as exclusively contracting with an ISO 27001 certified supplier for our IT infrastructure management.

Thank you again for your support in 2023. We look forward to working with you to achieve even greater results in 2024.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph Chung".

Joseph Chung
Vice President, Account Management
Call2Recycle Canada, Inc.

AUGUSTA TOWNSHIP



LEADER IN SUSTAINABILITY

Township of Augusta

is hereby recognized as a 2023 Leader in Sustainability for diverting 2,759 kilograms of batteries through the Call2Recycle battery collection and recycling program. We applaud your commitment to the environment and responsible battery management.

Joe Zenobio

President
Call2Recycle Canada

call2recycle
Leading the charge for recycling.

AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-016

REPORT TO COUNCIL: February 12, 2024

RE: River Route Transit Service Partnership Renewal

AUTHOR: Shannon Geraghty, Chief Administrative Officer

RECOMMENDATION:

THAT Council direct staff to renew the River Route Transit Partnership Agreement for the period of April 1, 2024, to March 31, 2025: and

That Council authorize staff to explore funding options that could support the purchase of a new bus and shelters for the program and to report back to Council at a future date.

BACKGROUND:

The River Route Transit Service Partnership Agreement between the Township of Augusta, City of Brockville, Township of Edwardsburgh Cardinal, and the Town of Prescott requires a yearly review by the partners to affirm their commitment to renew the agreement. The Term, Renewal, and Termination clauses in the agreement are reproduced below.

Term

The term of this agreement shall run from April 1, 2023, to March 31, 2024, which coincides with the Provincial Gas Tax funding year.

Renewal

Each partner shall provide written notice of their intent to renew this agreement for 12 months (April 1st to March 31st) by February 28th of each year.

Termination

If a partner wishes to terminate their participation in this agreement, they must provide written notice by February 28th for termination on March 31st.

The information contained in this report is to help each partner to evaluate the River Route Transit Service.

AUGUSTA TOWNSHIP

OPTIONS:

- Approve staff recommendation.
- Defer back to staff for further information.
- Terminate the agreement and review other options for providing transportation to residents.

CONSULTATION:


Treasurer, Township of Augusta
 CAO, Town of Prescott
 CAO, Township of Edwardsburgh Cardinal
 Supervisor of Transportation & Fleet Services, City of Brockville

LINK TO MUNICIPAL PLANS:

Economic Development Strategy, December 2021, MDB Insight - Resident and Workforce Attraction.

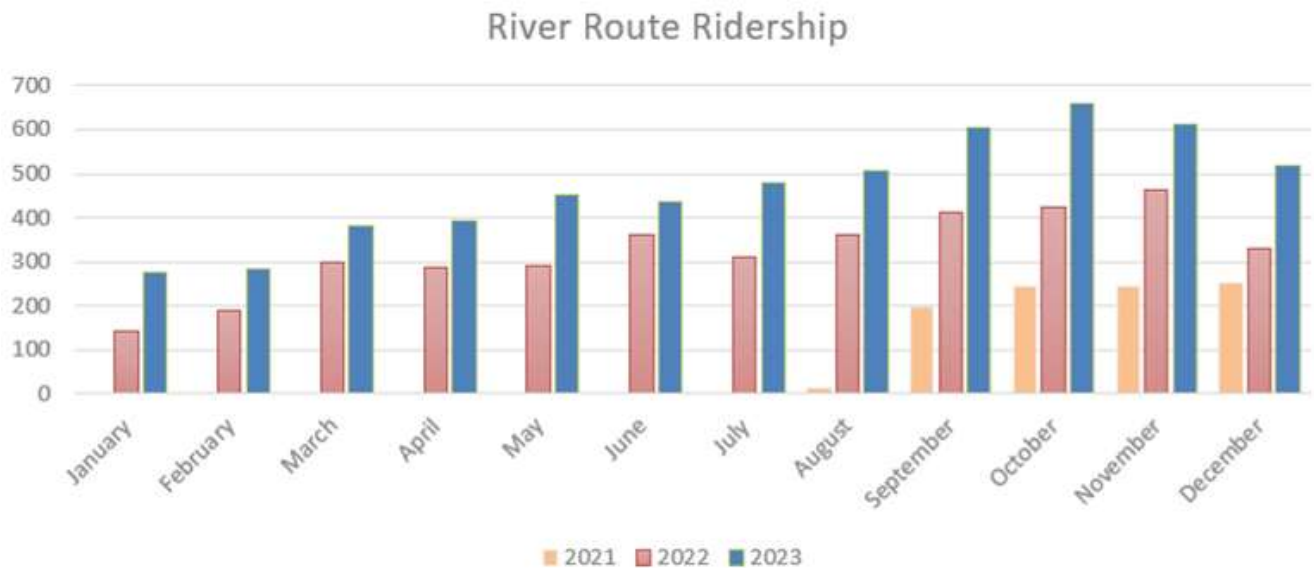
FINANCIAL CONSIDERATIONS:

The table below provides the financial results for December 31, 2023.

River Route Transit Income Statement						
	2023 Total	2023 Budget	2024 Budget	Notes	2022 Total	2021 4 Months
Revenue						
Bus Fares	25,239	20,220	25,996	3% Increase in Ridership	19,258	5,231
EOLC Pilot Funding	-	-	-		-	25,000
Provincial Gas Tax (Est.)	72,970	74,271	78,086	As per calculation	71,553	-
Augusta	24,018	26,270	26,040	As per calculation	25,382	6,667
Edwardsburgh Cardinal	24,018	26,270	26,040	As per calculation	25,382	6,667
Prescott	24,018	26,270	26,040	As per calculation	25,382	9,251
Total Revenue	170,262	173,300	182,200		166,956	52,816
Expenses						
Salaries	115,027	116,400	119,900	3% Increase	113,008	34,292
Fuel	37,162	40,000	42,000	5% Increase	38,090	10,669
Maintenance	17,904	15,400	18,800	5% Increase	14,660	7,855
Tickets, Signs, Prog	170	1,500	1,500	Same	1,197	-
Total Expenses	170,262	173,300	182,200		166,956	52,816
Ridership						
Total Rides	5,694	4,058	5,865	3% Increase in ridership	3,865	951
Operating Days	249	252	252		252	86
Rides per Day	22.87	16.10	23.27		15.34	11.06
Continuous Improvement Measurement						
Cost per Ride 	29.90	42.71	31.07		43.20	55.54

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The total ridership for the River Route increased by 47% in 2023 from 3,865 in 2022 to 5,694. This average number of rides per day for the year was 22.87 compared to 15.34 in 2022.



Each of the three municipalities contributed \$30,000 for the 12-month period which was sufficient to cover the operating costs for 2023. A contribution from each municipality of \$30,000 for 2024 will be sufficient to cover the operating costs. Any surplus will be put into reserve to support the ongoing operations and future capital costs.

The costs for 2023 were \$3,038 lower than budget. The success of the River Route Transit Service is measured on the concept of continuous improvement in decreasing the cost per ride. Cost per rider will be calculated by taking the total operating expenses of the River Route Transit Service and dividing them by the number of rides provided for the applicable period of time. During the initial pilot period in 2021 the cost per ride was \$55.54. Even with drastic increases in fuel costs in 2022, the growth in daily ridership resulted in a decreased cost per ride to \$43.20. The increase in ridership in 2023 resulted in a decrease in the average cost per ride to \$29.90.

The 2024 Budget has been developed accounting for inflation increases in costs with an overall aim to increase ridership by 3%.

AUGUSTA TOWNSHIP

The use of a spare bus from the City of Brockville made it possible to get the River Route Transit Service off the ground. As the bus continues to age and the use of the River Route continues to grow the need for a newer bus to support the transit service for years to come will become necessary. The Federal government has a capital funding program for rural transit services which will cover 80% of the cost to purchase buses and shelters. It is recommended that Council direct Staff to explore funding options that could support the purchase of a new bus and shelters and return with details for consideration.

A handwritten signature in black ink, appearing to read "Shannon Geraghty", written in a cursive style.

Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-025

REPORT TO COUNCIL: February 26, 2024

RE: Train Whistle Cessation

AUTHOR: Annette Simonian, Clerk

RECOMMENDATION:

THAT Council receive report 2024-025 for information; and

THAT Council direct staff not to proceed with the implementation of the Train Whistle Cessation Program.

PURPOSE:

To provide Council with an overview of the Train Whistle Cessation Program.

BACKGROUND:

The Township received an inquiry from a resident who resides in the vicinity of a railway level crossing at Blue Church Road. The inquiry requested that the train whistle at Blue Church Road be stopped so that they don't blow the whistle as they're coming through this area.

ANALYSIS:

For consideration of Train Whistle Cessation Program, the Municipality must submit a detailed crossing safety assessment by a qualified external professional engineer evaluating the conditions at the crossing and within the crossing area, in order to meet the compliance requirements stated in Section 104-107 of the Grade Crossing Regulations and Grand Crossing Standards. The assessment will make recommendations for improvements in safety features required to bring the crossing to a standard where whistling could be stopped. Required safety features could include, but not limited to, pedestrian gates, guide fencing to prevent/reduce incidents of trespassing, signage, and lighting. The cost for the assessment is borne by the municipality and is expected to be \$20,000 to greater than \$30,000. In cases where the crossing does not meet these requirements, one-time upgrade work must be done to bring the crossing into conformity, as well as ongoing maintenance requirements.

If Council chooses to proceed with the train whistle cessation, there are liability risk implications that did not exist previously that must be considered as well. The Township will be required to enter into possible indemnity/insurance agreements and liability and risk will be shifted from the railway authority to the municipality in the event of an incident. The indemnity agreement would likely include an indemnification clause

AUGUSTA TOWNSHIP

whereby the Township would assume full liability for any potential claims from a third party (ex. personal injuries) and the railway company.

If required, the staff can confirm with the Township's insurer if there will be any implications to the Township's own insurance coverage and any increased premium charges based on the implementation of the Whistle Cessation Program.

While quality of life issues that residents face when living close to railways are understandable, due to the related costs for the mandatory safety assessments and required upgrades, added liability factors and risk to public safety, staff recommends it is unjustifiable to implement the Whistle Cessation Program.

FINANCIAL CONSIDERATIONS:

The extent of the work required, along with a preliminary estimate of costs, will be determined through the safety assessment.

The costs associated with proceeding with Whistle Cessation Program would be extensive and would result in new tax pressure that would need to be managed by the Township.

OPTIONS:

- Accept Staff Recommendation.
- Defer back to staff for more information.
- Direct staff to proceed with the required assessment.

CONSULTATION:

CN Rail

LINK TO MUNICIPAL PLANS:

N/A



Annette Simonian, Clerk



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-026

REPORT TO COUNCIL: February 26, 2024

RE: 2024/2025 Insurance Renewal

AUTHOR: Shannon Geraghty, Chief Administrative Officer

RECOMMENDATION:

THAT Council approve the submission from Marsh Canada Limited for the general insurance program renewal covering the period of February 17, 2024, to February 17, 2024, in the amount of \$188,876.00 plus applicable taxes.

BACKGROUND:

Marsh Canada Limited have submitted their price for 2024-25 for the Township's general insurance program renewal effective February 17, 2024.

Halpenny Insurance, represented by Matthew White, will be providing an overview of the insurance renewal at the February 26, 2024, Council Meeting. The policy remains unchanged, except for some wording updates and updates to the list of township owned vehicles and property.

The 2024-2025 Township Insurance Program Renewal from Marsh, with a premium total of \$189,876.00.

Along with the vehicle and property schedules, additional information on the history of claims, the summary of coverages, limits and deductibles for the program was presented including highlights of changes to the program. Following a review of the above noted, it is recommended that no further adjustments be made to the 2024-2025 insurance program.

The 2024/2025 annual premium \$189,876.00 represents a 6.8% increase from 2023 which has been a standard increase in the industry.

Unfortunately, we are still in a "hard market" in insurance, which consists of increased premiums, reduced coverage, and fewer insurers able to write various class of business. A hard market is caused by several contributing factors that include falling investment rates, increases in claims and larger global losses. Insurance is the losses of the many spreads among the few. There are many factors impacting municipal claims such as:

- Higher award settlements
- Accelerating future care costs
- Class actions
- Claim Inflations – this is running between 6% to 8% annually.

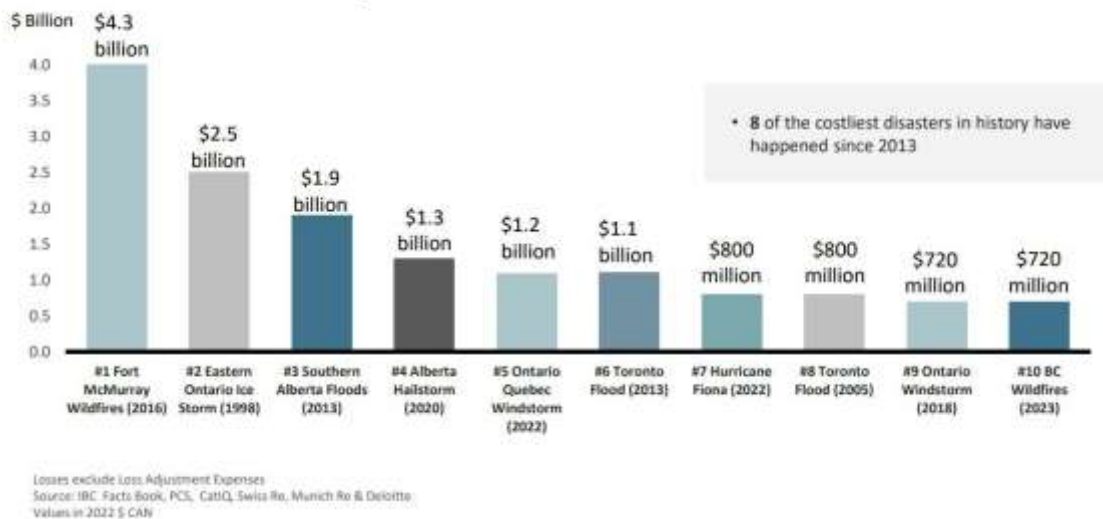
AUGUSTA TOWNSHIP

- Increasingly litigious society with higher frequency where municipalities are named in the claim.
- Joint & Several Liability – Negligent Act

The first is the impact of the COVID-19 pandemic on business and the economy in general. And the second is “a prolonged period of increasing claims, lower returns, lower profits within the industry, and a much greater scrutiny amongst multinational insurers about where and how they put their capital to work in markets around the world.”

We are seeing encouraging signs that the commercial market is stabilizing in certain industries and coverage. However, according to Canadian Underwriter a series of summer storms in Ontario caused over \$340 million of insured losses. In addition, the 2022 ‘derecho’ windstorm in Eastern Ontario is the 5th largest catastrophic loss in Canadian history. Climate change trends are having a significant impact on the insurance industry, as the insurance Bureau of Canada notes 8 of the costliest disasters in Canadian history have occurred since 2013. As such, rates and deductibles are continuing to increase which is being driven due to restrictions to insurers reinsurance capacity and risk appetite with insurers hoping to regain profitability.

Canada: Top 10 Natural Disasters for Insurance Payouts



Renewal Proposal

We will take this opportunity to point out the following changes from the expiring policy:

Municipal General Liability

- Increased Primary Liability by 5% due to market inflationary changes.
- Increased Environmental Impairment Liability by 5% due to market inflationary changes.
- Please note the Retroactive Date for Errors & Omissions and Environmental Impairment Liability have changed from Unlimited to November 15, 1993, on all

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Marsh's Municipal Accounts moving forward. This now matches the Incidental Medical Malpractice retroactive date.

- Wanted to point out that Environmental Liability is not covered at the Closed Landfills as there is known leachate. The policies exclude closed landfill operations, unless ongoing/active monitoring is in place and there is no known leachate.

OPTIONS:

- Approve the renewal as presented in the report. (Recommended)
- Defer back to staff for further information.
- Terminate the coverage with Marsh Canada Limited.

CONSULTATION:

Matthew White & Jousette Giffen – Halpenny Insurance Brokers Ltd., Township Staff.

LINK TO MUNICIPAL PLANS:

N/A

FINANCIAL CONSIDERATIONS:

The renewal from February 17, 2024, to February 17, 2025, has been reflected in the 2024 budget. The premiums have increased 6.8% or \$12,112 from 2023/2024 which was at \$177,764.



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-018

REPORT TO COUNCIL: February 26, 2024

RE: Zoning By-Law Amendment Z-10-23
7000 County Road 18
Con. 6, Pt. Lot 6
(Nuisance Wildlife Control Inc. property)

AUTHOR: Melissa Banford, Planner

RECOMMENDATION:

THAT Council receive the Planner's Report 2024-018 for information.

PURPOSE:

The Planning Advisory Committee (PAC) met on February 7, 2024, and considered a staff report on the proposed Zoning By-Law Amendment Z-10-23 related to 7000 County Road 18.

By-Law No. 3689-2024, the related By-Law to amend Zoning By-Law 2965, as amended, will also appear on Council's February 26, 2024, regular meeting agenda.

BACKGROUND:

This Zoning By-Law Amendment application has been filed by the owner Darcy Alkerton of Nuisance Wildlife Control Inc. in relation to this 1.6 ha (3.95 ac.) +/- property located at 7000 County Road 18. The property includes one (1) existing 4240 sq. ft. main building and is currently zoned CR, Rural Commercial Zone under Zoning By-Law 2965, as amended, Schedule D.

The property owner seeks to have the property rezoned to a Special Exception CR-X2 zone to permit a Wildlife Conservation and Management Contractor Service – Retail Store, which includes a new definition proposed to be added to the Zoning By-Law.

The amendment also proposes to address parking as, if the existing and proposed structures were assessed under the parking requirements for "retail store" use, an extensive number of parking spaces would be required. A maximum of eighteen (18) parking spaces and one (1) loading space are being recommended for this amendment, limited to the wildlife conservation and management contractor service – retail store use only.

Finally, a new 4480 sq.ft. (416 sq.m.) accessory storage building is proposed with a 24 ft. (7.3 m) +/- height (mean height). This exceeds the accessory maximum building height in the CR zone, and also to clarify/confirm the proposed square footage

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permitted for this new structure, these provisions have been included in the CR-X2 amendment.

A Public Meeting was held before Council on January 15, 2024. The Notice of Public Meeting was advertised in the Brockville Recorder and Times on December 23, 2023 to provide public notice as required under the *Planning Act* and related regulations. Notice was also provided to prescribed agencies as required and circulated internally to the Township Departments.

In addition, the Notice of Public Meeting was mailed to all property owners within 120m (400 ft.) of the subject property on December 15, 2023.

No concerns have been raised in relation to this amendment to date.

The Planning Advisory Committee (PAC) reviewed the rezoning application and a staff report at their meeting on February 7, 2024. PAC concurred in recommending the proposed amendment to Council for approval.

As no concerns have been expressed regarding the proposed Zoning By-Law Amendment, a By-Law has been prepared for Council's consideration/approval.

After approval of the Zoning By-law Amendment request, the property will be subject to Site Plan Control for the new accessory building.

POLICY CONSIDERATIONS:


There are no implications for current policies.

FINANCIAL CONSIDERATIONS:

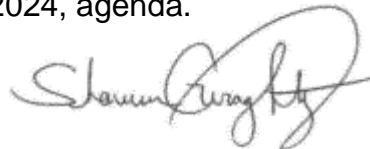
None. All costs related to the proposed amendment will be paid by the applicant.

LINK TO MUNICIPAL PLANS:

The proposed Zoning By-Law Amendment appears to align with the Rural policies of Augusta's Official Plan and is **recommended for approval**, as detailed in By-Law 3689-2024 appearing on Council's February 26, 2024, agenda.



Melissa Banford, Planner



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3689-2024**

**BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2965, AS AMENDED
(7000 County Road 18, Roll 0706 000 020 12601)**

WHEREAS pursuant to the provisions of the Planning Act, Section 34, the Council of a Municipality may enact By-Laws to regulate the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

AND WHEREAS By-Law No. 2965, as amended regulates the use of land and the use and erection of buildings and structures within the Township of Augusta;

AND WHEREAS the Municipal Council of the Corporation of the Township of Augusta deems it desirable to amend Zoning By-Law No. 2965, as amended, under Section 34 of the Planning Act, R.S.O. 1990, as amended;

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

1. **THAT** Section 7.9.4 Exception Zones is amended by adding the following sub-section:

7.9.4.2 Rural Commercial Exception Two Zone (CR-X2)

Notwithstanding the Permitted Uses stated in Section 7.9.1, on lands zoned Rural Commercial – Exception 2 (CR-X2), the following use shall also be permitted:

- (a) Wildlife Conservation and Management Contractor Service – Retail Store, defined as follows: means a building used by a wildlife conservation and nuisance wildlife management contractor business and includes facilities for staff administration or management of the business and may include the wholesale and retail sales of goods, wares, merchandise, substances, articles or things related to wildlife conservation and management. Accessory use may include a storage facility building for related goods and wares storage.
- (b) Notwithstanding the provisions of Section 6 and 7.9 the following provisions shall be applicable:
- | | | |
|-------|--|---------------------------------|
| (i) | Maximum Accessory Building Height: | 7.5 m |
| (ii) | Maximum Accessory Building Gross Floor Area: | 418 sq.m. |
| (iii) | For the Wildlife Conservation and Management Contractor Service – Retail Store use, the following shall apply: | |
| | Parking Spaces: | Eighteen (18) (minimum) |
| | Loading Space: | One (1) loading space (minimum) |

2. **THAT** Schedule D of By-Law 2965, as amended, is hereby amended by changing the zone symbol of the subject lands located at 7000 County Road 18, from Rural Commercial Zone – CR to Special Exception Rural Commercial Two Zone – CR-X2, as shown on Schedule A of this By-Law.

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3. **THAT** Zoning By-Law 2965 is amended hereby to give effect to the foregoing but Zoning By-Law 2965 shall remain in all other respects, in full force and effect save as may be amended otherwise or dealt with hereafter.

4. **THAT** this By-Law shall come into force on the date it is passed by the Council
of the Corporation of the Township of Augusta subject to:

- (a) The expiration of the time period specified for the filing of objections by the Notice of Passing of this By-Law, provided that no Notice of objection has been filed within the time period specified; or
- (b) The approval of the By-Law by the Ontario Land Tribunal, where an objection to the approval of this By-Law has been filed within the time period specified in the Notice of Passing of this By-Law.

Read a first, second, and third time and finally passed this 26th day of February, 2024.

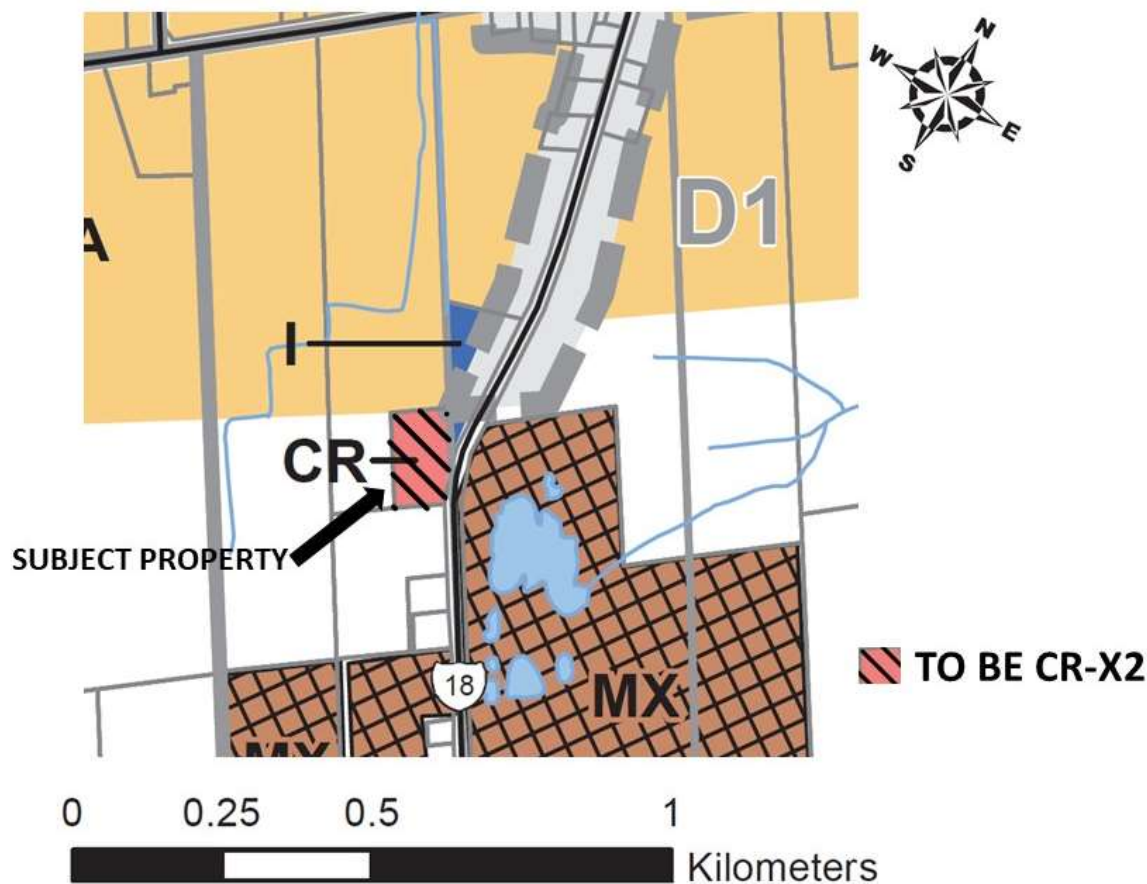
MAYOR

CLERK

AUGUSTA TOWNSHIP
SCHEDULE A to BY-LAW 3689-2024

To amend Schedule D of Zoning By-Law 2965, as amended

Applicable to Current Roll No. 0706 000 020 12601, 7000 County Road 18
(CR zone to be CR-X2 zone)



AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-019

REPORT TO COUNCIL: February 26, 2024

RE: Severance Application B-157-23 (New Lot)
Con. 9, Pt. Lot 8, Roll 0706 000 030 02100
9655 County Road 18
Owner: Robert & Elizabeth Streight

AUTHOR: Melissa Banford, Planner

RECOMMENDATION:

THAT Augusta Council recommend to the United Counties of Leeds and Grenville Consent Granting Authority that consent application B-157-23 be approved, subject to four (4) conditions of approval and a note, as detailed in Staff Report 2024-019.

CONDITIONS OF APPROVAL:

1. That the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) (Assessment Roll 0706 000 030 02100) shall be paid to Augusta Township.
2. That an acceptable reference plan, survey or legal description of the severed lands be submitted to Augusta Township.
3. That the severed lands be rezoned to a site-specific Agricultural (A) zone to permit hobby farm use with a minimum lot area of 1.83 ha (4.5 ac.) +/-, and; that the retained lands be rezoned to a site-specific Agricultural (A) zone to prohibit any dwelling use or any type of residential occupancy. (The applicant should consult with the Township regarding fulfilling this condition / related application fee).
4. That all costs associated with fulfilment of conditions are at the applicant's sole expense.

PURPOSE:

The Planning Advisory Committee (PAC) met on February 7, 2024 and considered a Staff Report on Severance Application B-157-23. Council's recommendation is required to provide Township requested conditions of approval on the severance to the United Counties of Leeds and Grenville.

BACKGROUND:

The subject property is a 40 ha (99 acre) +/- lot, which has an existing dwelling, barn, and accessory structures located at 9655 County Road 18.

The existing dwelling, barn and a workshop are to be severed with 1.83 ha (4.5 ac.) +/- as a surplus dwelling to an area farmer, for residential and hobby farm use. The 38.87

AUGUSTA TOWNSHIP

ha (96 ac.) +/- retained vacant lot is to be used for agricultural/crop use. There are two existing agricultural-use sheds on the retained lands which are proposed to be removed.

ANALYSIS:

PAC discussed application B-157-23 and concurred in recommending the severance, subject to conditions of approval, as detailed in this Staff Report.

The application was also circulated internally by Township staff and no concerns were raised with the application.

This severance application, subject to the recommended conditions of approval, appears to conform with the intent of the Provincial Policy Statement (2020), the United Counties of Leeds and Grenville Official Plan, the Augusta Official Plan and the Augusta Zoning By-Law. The recommended conditions capture policy considerations and current standard conditions of approval by the Township for severances.

POLICY IMPLICATIONS:

There are no implications for current policies, subject to recommended conditions of approval.

FINANCIAL CONSIDERATIONS:

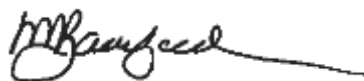
There are no budgetary requirements for the Township.

OPTIONS:

1. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with conditions as written.
2. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with revisions as may be deemed appropriate by Council.

LINK TO MUNICIPAL PLANS:

The recommendations on Severance Application B-157-23, with stated conditions, appear to align with the Agricultural severance policies of Augusta's Official Plan and will meet zone provisions of Augusta's Zoning By-Law, pending the finalization of the Zoning By-Law amendment required as a condition of approval.



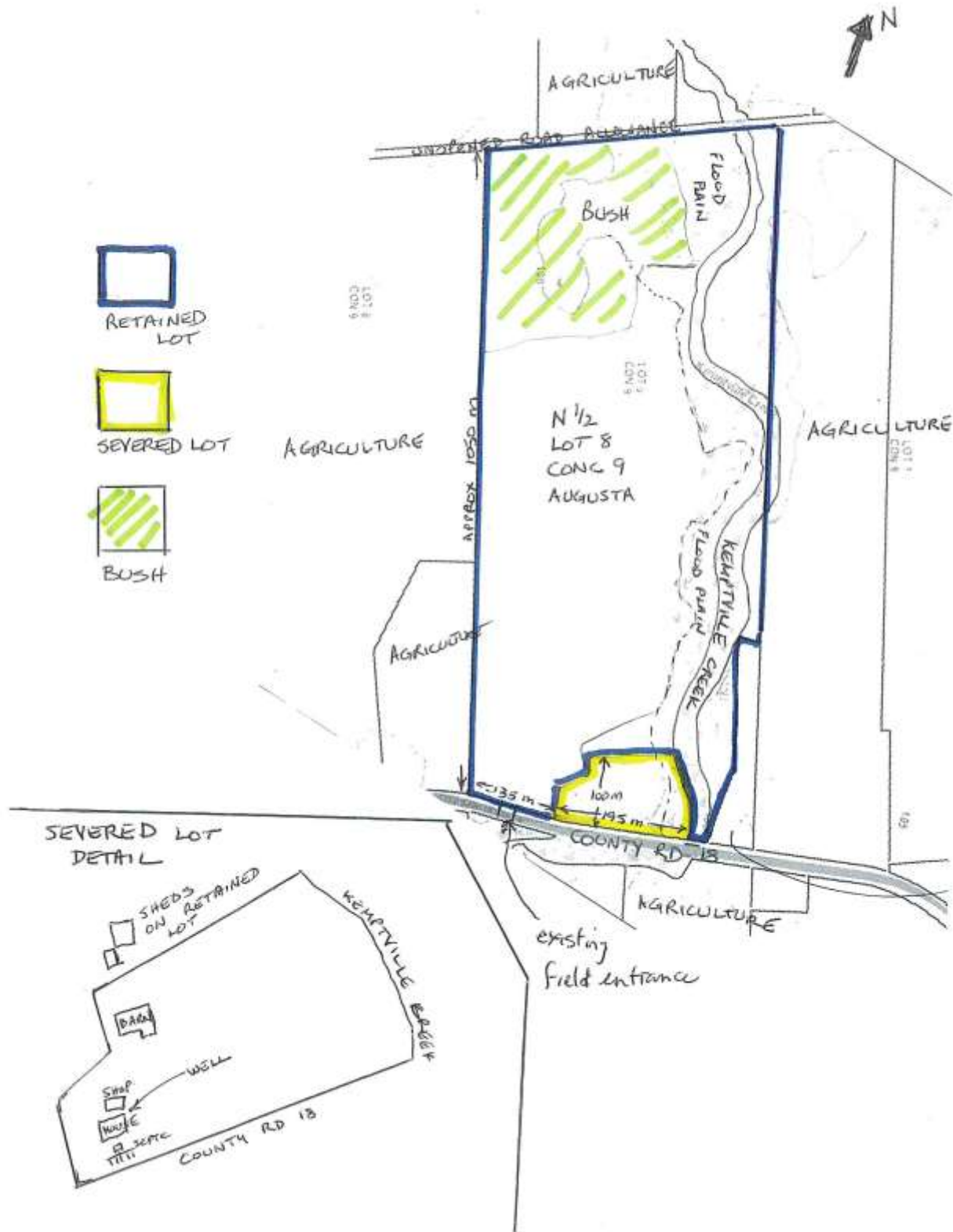
Melissa Banford, Planner



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

Attachment – B-157-23 Site Sketch



AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-020

REPORT TO COUNCIL: February 26, 2024

RE: Severance Application B-155-23 (New Lot)
Con. 5, Pt. Lot 23, 24, 25, Roll 0706 000 045 01500
Vacant Lands Algonquin Road
Owner: Frank & Elsie DeJong

AUTHOR: Melissa Banford, Planner

RECOMMENDATION:

THAT Council recommend to the United Counties of Leeds and Grenville Consent Granting Authority that consent application B-155-23 be approved, subject to six (6) conditions of approval, as detailed in Staff Report 2024-020.

CONDITIONS OF APPROVAL:

1. That the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) (roll no. 0706 000 045 01500) shall be paid to Augusta Township.
2. That an acceptable reference plan, survey or legal description of the severed lands be submitted to Augusta Township.
3. That the road allowance of Algonquin Road be widened if required to provide for 10 metres from the centreline of the travelled road, across the frontage of the severed lands and retained lands and that a Transfer/Deed conveying the said land to Augusta Township be prepared and executed and such lands be confirmed free/clear of any encumbrances, in consideration of the payment of \$1.00. If such widening already exists, a surveyor shall confirm such with the Township.
4. That a cash-in-lieu of parkland levy of \$500.00 be paid to Augusta Township, as a new building lot is resulting.
5. That all costs associated with fulfilment of conditions are at the applicant's sole expense.
6. That the following note be placed on the Decision, to read as follows:
Note: The Township of Augusta advises that it is the responsibility of the property owner to ensure an adequate supply and quality of potable water to service the severed lot (new building lot).

PURPOSE:

The Planning Advisory Committee (PAC) met on February 7, 2024 and considered a Staff Report on Severance Application B-155-23. Council's recommendation is required to provide Township requested conditions of approval on the severance to the United Counties of Leeds and Grenville.

AUGUSTA TOWNSHIP

BACKGROUND:

The subject property is a 40 ha (100 acre) + lot, which is currently vacant and is comprised of some agricultural fields and brush. A new 1.17 ha (2.89 ac.) vacant residential building lot is proposed to be created on Algonquin Road, to the east of 5333 Algonquin Road.

ANALYSIS:

PAC discussed application B-155-23 and concurred in recommending the severance, subject to conditions of approval, as detailed in this Staff Report.

The application was also circulated internally by Township staff and no concerns were raised with the application.

This severance application, subject to the recommended conditions of approval, appears to conform with the intent of the Provincial Policy Statement (2020), the United Counties of Leeds and Grenville Official Plan, the Augusta Official Plan and the Augusta Zoning By-Law. The recommended conditions capture policy considerations and current standard conditions of approval by the Township for severances.

POLICY IMPLICATIONS:

There are no implications for current policies, subject to recommended conditions of approval.

FINANCIAL CONSIDERATIONS:

There are no budgetary requirements for the Township.

OPTIONS:

1. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with conditions as written.
2. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with revisions as may be deemed appropriate by Council.

LINK TO MUNICIPAL PLANS:

The recommendations on Severance Application B-155-23, with stated conditions, appear to align with the Rural severance policies of Augusta's Official Plan and will meet zone provisions of Augusta's Zoning By-Law.



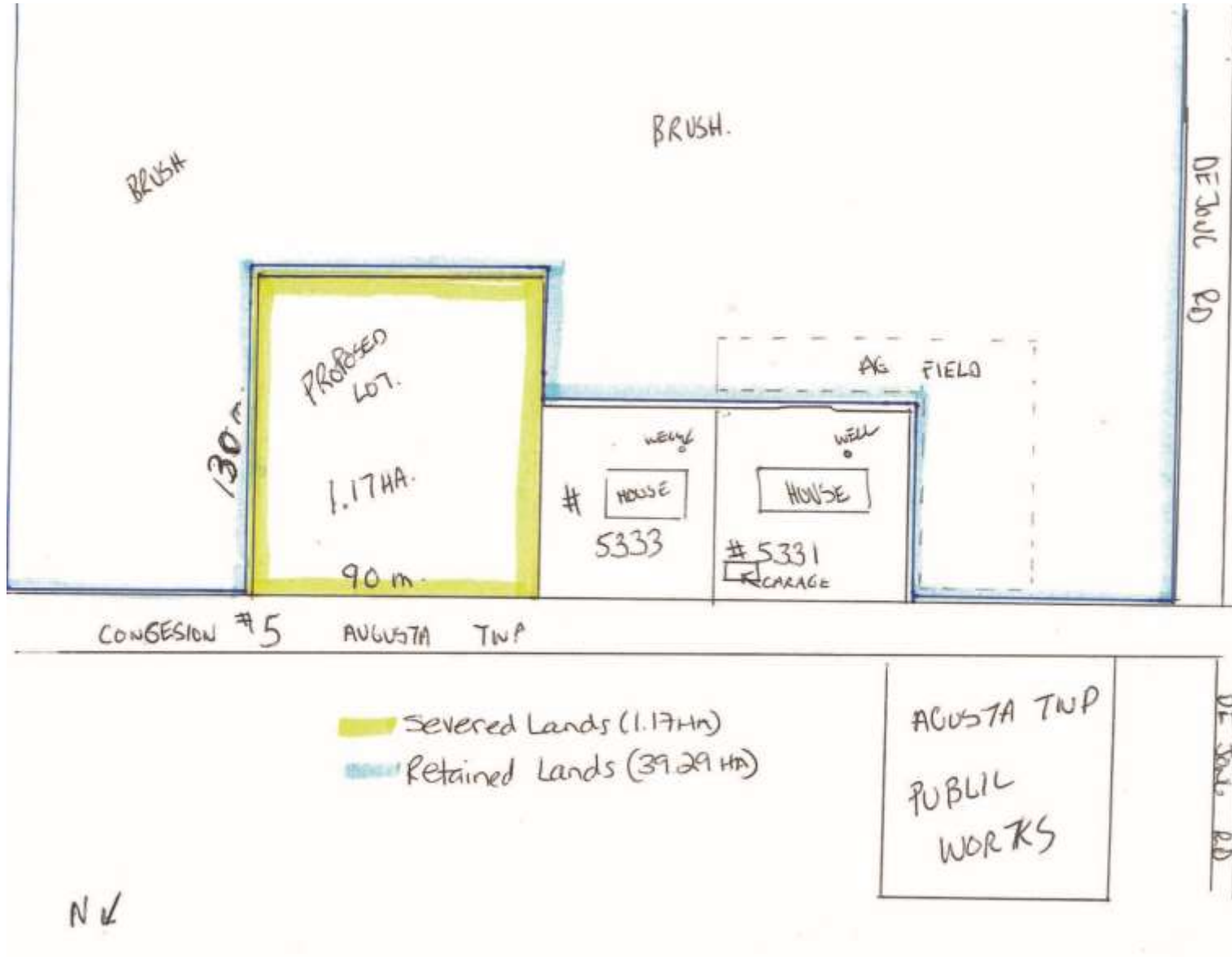
Melissa Banford, Planner



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

B-155-23 SITE SKETCH



AUGUSTA TOWNSHIP

REPORT NUMBER: 2024-021

REPORT TO COUNCIL: February 26, 2024

RE: Severance Applications B-135-23 & B-136-23 (2 New Lots)
Con. 9, Pt. Lot 19, Roll 0706 000 030 04400
9424 South Branch Road
Owner: 14345371 Canada Inc.

AUTHOR: Melissa Banford, Planner

RECOMMENDATION:

THAT Augusta Council recommends to the United Counties of Leeds and Grenville Consent Granting Authority that consent applications B-135-23 and B-136-23 be approved, subject to seven (7) conditions of approval, as detailed in Staff Report 2024-021.

CONDITIONS OF APPROVAL:

1. That the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) (roll no. 0706 000 030 04400) shall be paid to Augusta Township.
2. That an acceptable reference plan, survey or legal description of the severed lands be submitted to Augusta Township.
3. That the road allowance of Kyle Road be widened if required to provide for 10 metres from the centreline of the travelled road, across the frontage of the severed lands and the retained lands and that a Transfer/Deed conveying the said land to Augusta Township be prepared and executed and such lands be confirmed free/clear of any encumbrances, in consideration of the payment of \$1.00. If such widening already exists, a surveyor shall confirm such with the Township.
4. That a cash-in-lieu of parkland levy of \$500.00 for each application B-135-23 and B-136-23 (\$1,000.00 total) be paid to Augusta Township, as two (2) new building lots are resulting.
5. That the owner/applicant enter into a Development Agreement with the Township in relation to the severed lands under B-135-23 and B-136-23, be registered on title to:
 - implement the mitigation recommendations of the Environmental Impact Statement completed by Kilgour & Associates Ltd., dated August 24, 2023; and
 - implement a development setback of 200m to any new residential dwelling (excludes accessory structures) on the severed lands under B-135-23 and B-136-23 to the existing dog kennel located at 9401 Kyle Road (0706 000 030 04609).

AUGUSTA TOWNSHIP

Any applicable fee for the Development Agreement shall be confirmed by the applicant with the Township.

6. That all costs associated with fulfillment of conditions are at the applicant's sole expense.
7. That the following note be placed on the Decision, to read as follows:

Note: The Township of Augusta advises that it is the responsibility of the property owner to ensure an adequate supply and quality of potable water to service the severed lots (new building lots).

PURPOSE:

The Planning Advisory Committee (PAC) met on December 6, 2023 and considered a Staff Report on Severance Applications B-135-23 and B-136-23. The applications were deferred by PAC, to allow staff an opportunity to discuss a potential setback for the new residential dwellings on the severed lots, to an existing dog kennel located across the road at 9401 Kyle Road. The matter was brought back to PAC at their meeting on February 7, 2024 for further consideration.

Council's recommendation is required to provide Township requested conditions of approval on the severance to the United Counties of Leeds and Grenville.

BACKGROUND:

The subject property is currently a 14.2 ha (35 acre) +/- lot, which has an existing dwelling and accessory structures, including a small barn, located at 9424 South Branch Road. Two (2) 4.05 ha (10 ac.) vacant lots are proposed to be created. The existing dwelling and structures are to be retained on a 6.07 ha (15 ac.) +/- lot.

ANALYSIS:

PAC discussed applications B-135-23 and B-136-23 and concurred in recommending the severances, subject to conditions of approval, as detailed in this Staff Report. In their consideration of the applications, PAC considered the comments received from the kennel owner located at 9401 Kyle Road, as well as additional comments received on December 7, 2023, from the property owner at 9420 Kyle Road.

The application was also circulated internally by Township staff. The Public Works Department, Fire Chief and Chief Building Official have not raised any concerns with the application.

This severance application, subject to the recommended conditions of approval, appears to conform with the intent of the Provincial Policy Statement (2020), the United Counties of Leeds and Grenville Official Plan, the Augusta Official Plan and the Augusta Zoning By-Law. The recommended conditions capture policy considerations and current standard conditions of approval by the Township for severances.

AUGUSTA TOWNSHIP

POLICY IMPLICATIONS:

There are no implications for current policies, subject to recommended conditions of approval.

FINANCIAL CONSIDERATIONS:

There are no budgetary requirements for the Township.

OPTIONS:

1. Support the severance application proceeding to the Counties Consent Granting Authority based on PAC's recommendation with conditions as written.
2. Support the severance application proceeding to the Counties Consent Granting Authority based on PAC's recommendation with revisions as may be deemed appropriate by Council.

LINK TO MUNICIPAL PLANS:

The recommendations on Severance Applications B-135-23 and B-136-23, with stated conditions, appear to align with the Rural severance policies of Augusta's Official Plan and will meet zone provisions of Augusta's Zoning By-Law.



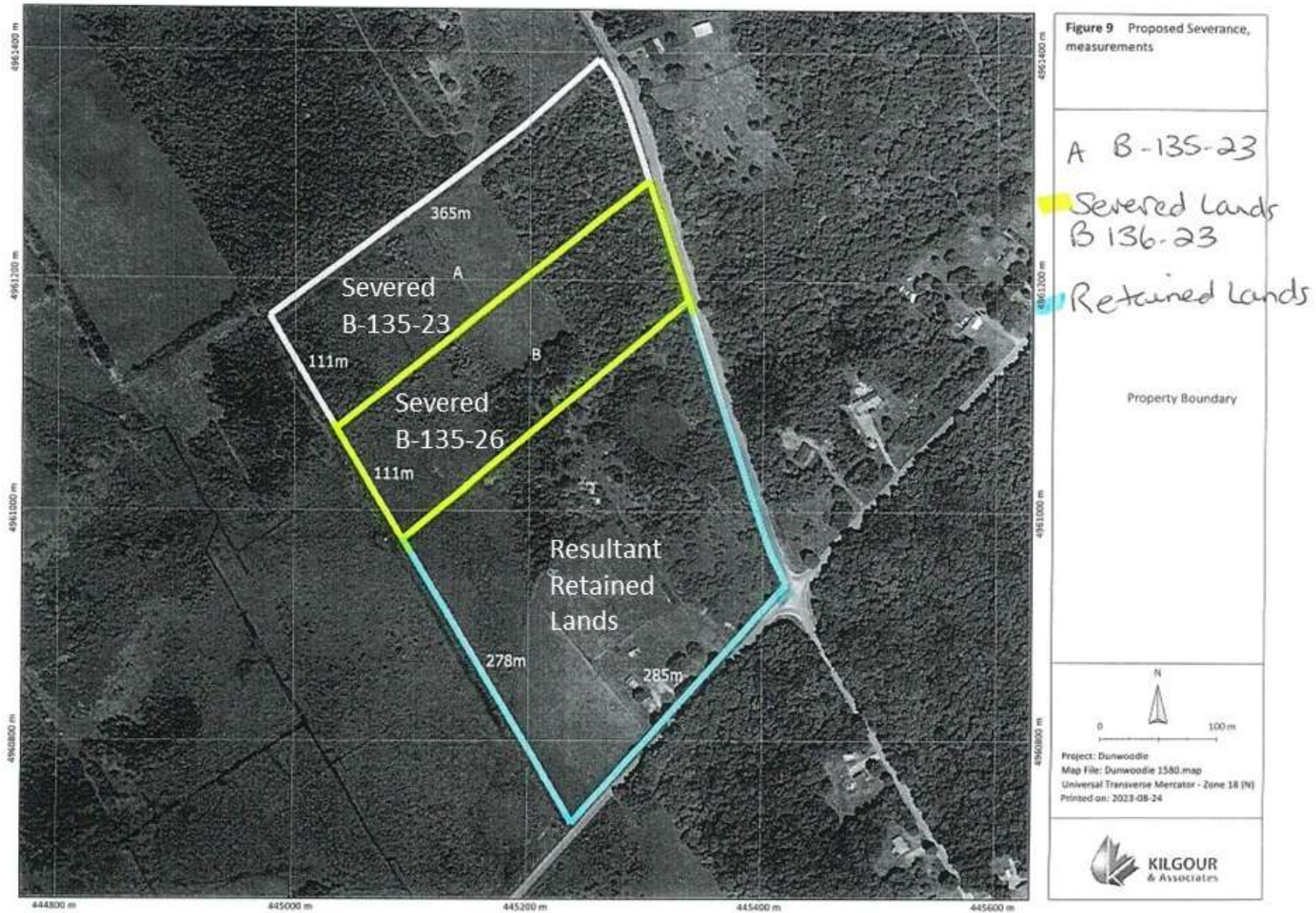
Melissa Banford, Planner



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

B-135-23 and B-136-23 SITE SKETCH



THE TOWNSHIP OF AUGUSTA

REPORT NUMBER: 2024-022

REPORT TO COUNCIL: February 26, 2024

RE: Severance Application B-167-23 (New Lot)
Con. 2, Pt. Lot 33, Roll 0706 000 040 12200
Vacant Lands 2nd Concession Road
Owner: Harold & Judith Schroeder

AUTHOR: Melissa Banford, Planner

RECOMMENDATION:

THAT Council recommend to the United Counties of Leeds and Grenville Consent Granting Authority that consent application B-167-23 be approved, subject to nine (9) conditions of approval, and one (1) note, as detailed in Staff Report 2024-022.

CONDITIONS OF APPROVAL:

1. That the balance of any outstanding taxes, including penalties and interest, (and any local improvement charges, if applicable) (Roll 0706 000 040 12200) shall be paid to Augusta Township.
2. That an acceptable reference plan, survey or legal description of the severed lands be submitted to Augusta Township.
3. That the road allowance of 2nd Concession Road be widened, if required, to provide for 10 metres from the centreline of the travelled road, across the frontage of the severed lands and the retained lands and that a Transfer/Deed conveying the said land to Augusta Township be prepared and executed and such lands be confirmed free/clear of any encumbrances, in consideration of the payment of \$1.00. If such widening already exists, a surveyor shall confirm such with the Township.
4. That a cash-in-lieu of parkland levy of \$500.00 be paid to Augusta Township, as one (1) new building lot is resulting.
5. (a) That the owner/applicant receive a favourable assessment by LRL Associates regarding the revised dwelling location as per Seaway Design dated July, 2023 to ensure no impact on the hydraulic function of the wetland. Any added conditions or recommendations to the EIS would be implemented through a Development Agreement with the Township.
(b) That the owner/applicant enter into a Development Agreement with the Township, to be registered on title to the severed lands, to implement the mitigation recommendations and building envelope identified respectively in the Environmental Impact Study (EIS) completed by LRL Associates Ltd., dated June 13, 2023, with the revised dwelling location as per the Site Plan prepared by Seaway Design, dated July, 2023 and any subsequent comments received regarding this revised development location.

(Note: There is a \$750.00 fee for a Development Agreement payable to the Township to complete this condition, plus the applicant will be responsible for any legal cost for registration on title).

THE TOWNSHIP OF AUGUSTA

6. A geotechnical review for soil bearing capacity, to confirm the stability of the soils for the new dwelling location will be required by the Township, to the satisfaction of the Chief Building Official (CBO), prior to the transfer/deed being stamped with consent and the severance finalized.
7. Minor Variance approval is granted in relation to the retained lands to permit a reduced lot frontage of 22.86m (75 ft.) +/- where the RU, Rural Zone requires a minimum lot frontage of 30m (98.4 ft.) for residential use and 100m (328.08 ft.) for agricultural use. (Note: there is a \$1,000.00 fee to the Township to apply for a Minor Variance, plus agency review fees, if any).
8. That a groundwater assessment/opinion, by a qualified hydrogeological consulting firm, shall be provided to the Township to confirm acceptable groundwater quantity and quality. This condition is deemed required as the severance is being considered as an infill lot and would also result in being more than the fifth (5th) lot within a 5 ha area to be serviced by groundwater and/or is in a rural area where there is concentrated existing development.
9. That all costs associated with fulfillment of conditions are at the applicant's sole expense.

Note (provided for the benefit/awareness of the applicant):

- 1) Permitting from the Ministry of Transportation (MTO) may be required for any construction on this property as it is located within the MTO-regulated corridor permitting area. The applicant should consult directly with MTO regarding this.

PURPOSE:

The Planning Advisory Committee (PAC) met on February 7, 2024 and considered a Staff Report on Severance Application B-167-23. Council's recommendation is required to provide Township requested conditions of approval on the severance to the United Counties of Leeds and Grenville.

BACKGROUND:

The subject property is a vacant 40.28 ha (99.5 acre) +/- lot, with split frontage onto 2nd Concession Road.

A 1.42 ha (3.5 ac.) +/- new lot is proposed to be created on the eastern portion of frontage on 2nd Concession Road (to the east of 2190 2nd Concession Road) for the purpose of a residential building lot. The existing storage shed/garage structures are to be retained on a 38.86 ha (96 ac.) +/- lot, with the balance of frontage on 2nd Concession Road, on the west side (between 2190 and 2178 2nd Concession Road).

ANALYSIS:

PAC discussed application B-167-23 and reviewed the comments received from South Nation Conservation on January 25, 2024. PAC concurred in recommending the severance, subject to conditions of approval, as detailed in this Staff Report.

The application was also circulated internally by Township staff and no concerns were raised with the application.

THE TOWNSHIP OF AUGUSTA

This severance application, subject to the recommended conditions of approval, appears to conform with the intent of the Provincial Policy Statement (2020), the United Counties of Leeds and Grenville Official Plan, the Augusta Official Plan and the Augusta Zoning By-Law. The recommended conditions capture policy considerations and current standard conditions of approval by the Township for severances.

POLICY IMPLICATIONS:

There are no implications for current policies, subject to recommended conditions of approval.

FINANCIAL CONSIDERATIONS:

There are no budgetary requirements for the Township.

OPTIONS:

1. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with conditions as written.
2. Support the severance application proceeding to the Counties' Consent Granting Authority based on PAC's recommendation with revisions as may be deemed appropriate by Council.

LINK TO MUNICIPAL PLANS:

The recommendations on Severance Application B-167-23, with stated conditions, appear to align with the Rural severance policies of Augusta's Official Plan and will meet zone provisions of Augusta's Zoning By-Law.



Melissa Banford, Planner



Shannon Geraghty, CAO

THE TOWNSHIP OF AUGUSTA

B-167-23 SITE SKETCH

070600004012200



2023-10-06, 10:21:00 a.m.

Parcel
LG_RoadNetwork

Municipal Road

Severed Lands
Retained Lands

1:2,257
0 0.01 0.02 0.03 0.04 0.05 0.06 mi
0 0.02 0.04 0.06 0.08 km
Source: Geo. Municipal Property Assessment Corporation (MPAC), and
Geographic Information System (GIS) the United Counties of Leeds and

070600004012200



2023-10-06, 10:22:38 a.m.

Roll Number _Query result LG_RoadNetwork
Parcel County Road Provincial Highway
Municipal Road

1:18,056
0 0.1 0.2 0.3 0.4 mi
0 0.17 0.35 0.52 0.7 km
Source: Geo. Municipal Property Assessment Corporation (MPAC), and
Geographic Information System (GIS) the United Counties of Leeds and

THE TOWNSHIP OF AUGUSTA

REPORT NUMBER: 2024-023

REPORT TO COUNCIL: February 26, 2024

RE: Sale of Surplus Equipment

AUTHOR: Robert Bowman, Fire Chief

RECOMMENDATION:

Council declares old SCBA Packs, Cylinders and Masks as surplus equipment and authorizes the Fire Chief to sell the equipment to Leeds and Thousand Islands Township in as in condition for a value of \$6,000.00.

PURPOSE:

To sell old SCBA Packs, cylinders, and masks that were replaced in 2022.

BACKGROUND:

At the April 25, 2022, Council meeting, Council approved the purchase of new SCBA packs, cylinders, and masks as they were 15 years old and multiple National Fire Protection Association (NFPA) Standards behind.

The new SCBA packs, cylinders and masks arrived in November 2022 and were placed into service once all firefighters completed the required training in late November 2022.

As per the Township's Procurement Policy, the SCBA's was offered to the Public Works Department and our Acting Public Works Manager has notified us that Public Works is not interested.

The procurement policy states:

"The Department Manager shall obtain the approval of Council for the disposal and/or sale of surplus assets. Other departments should be offered the chance to reuse surplus assets before they are offered for sale. Surplus goods may be offered to other municipalities for fair market value."

The Township of Leeds and the Thousand Islands has expressed interest in our old SCBA packs, cylinders, and masks to assist with their training centre programming.

Augusta Fire Rescue has been a huge supporter and user of the Leeds Thousand Islands Emergency Services Training Center (LTIESTC) since its inception and sent our firefighters on multiple courses. More recently Augusta Fire Rescue has contracted LTIESTC to offer courses at our own station in Maitland. This partnership has assisted Augusta Fire Rescue Firefighters in meeting the new Provincial Mandatory Training Standards for all Firefighters.

THE TOWNSHIP OF AUGUSTA

These breathing apparatus will assist LTIESTC in continuing to offer NFPA courses to not only Augusta Firefighters, but firefighters from across Eastern Ontario.

Fire Chief Bowman has researched the value of this equipment and believes \$6,000.00 is fair value for the sale of all this equipment.

OPTIONS:

Option 1: Council declare old SCBA Packs, Cylinders and Masks as surplus equipment and authorize the Fire Chief to sell the equipment to Leeds and Thousand Islands Township in as in condition for a value of \$6,000.00.

Option 2: Council declare old SCBA Packs, Cylinders and Masks as surplus equipment and authorize the Fire Chief to sell the equipment by sealed bid without a reserve bid and in as in condition.



Robert Bowman, Fire Chief



Shannon Geraghty, CAO

THE TOWNSHIP OF AUGUSTA

REPORT NUMBER: 2024 - 024
REPORT TO COUNCIL: February 26, 2024
RE: Sale of Surplus Vehicle
AUTHOR: Robert Bowman, Fire Chief

RECOMMENDATION:

THAT Council declares old Tanker 7 surplus equipment and authorizes the Fire Chief to sell the tanker in “as in” condition to Battleshield Industries Limited for \$65,000.00. Purchase agreement from Battleshield Industries is attached.

PURPOSE:

To sell Tanker 7.

BACKGROUND:

At the January 29, 2024, Council meeting, Council approved the purchase of a New Tanker to replace Tanker 7 as it was too old to be used in our Tanker Shuttle Accreditation process, causing Augusta Fire Rescue to lose its accreditation which would cause residents fire insurance rates to increase.

The new Tanker has a tentative delivery date of July 26, 2024, and will be placed into service immediately following delivery. As per the Township’s Procurement Policy, the Tanker was offered to the Public Works Department and our Acting Public Works Manager has notified us that Public Works is not interested in obtaining Tanker 7. We are now requesting Council approval for the disposal of Tanker 7.

The procurement policy states:

“The Department Manager shall obtain the approval of Council for the disposal and/or sale of surplus assets. Other departments should be offered the chance to reuse surplus assets before they are offered for sale. Surplus goods may be offered to other municipalities for fair market value.”

The tanker could be offered to other municipalities, but their Fire Services must also follow the same rules for tanker shuttle, therefore the tanker would be too old.

Battleshield Industries is interested in purchasing our tanker for \$65,000.00 and will pick up the tanker the same day that they deliver our new one.

THE TOWNSHIP OF AUGUSTA

Should Council request that we sell the Tanker via sealed bid, we would be taking a chance on the value received and potentially needed to borrow more money from taxes. As per the report on January 29th, 2024, \$65,000.00 is the amount needed to complete the purchase of the new tanker.

OPTIONS:

Option 1: Council declare old Tanker 7 surplus equipment and authorize the Fire Chief to sell the tanker in “as in” condition to Battleshield Industries Limited for \$65,000.00.

Option 2: Council declares old Tanker 7 surplus equipment and authorizes the Fire Chief to sell the tanker in “as in” condition via sealed bid.



Robert Bowman, Fire Chief



Shannon Geraghty, CAO

THE TOWNSHIP OF AUGUSTA



BATTLESHIELD INDUSTRIES LIMITED

347 Corduroy Road

417 Industrial Park

Vars ON K0A 3H0

613-443-1911 • 1-855-539-1911

www.battleshield.ca

February 20th, 2024

Fire Chief Augusta Fire Rescue - Rob Bowman

RE : Purchase of 2002 GMC Topkick Tanker – 1GDT7H4C62J516433

We would like to extend an offer to purchase the 2002 GMC Topkick Tanker "as is" in the condition it sits on today's date for \$65,000.00 plus GST.

We propose the purchase date be the same day of delivery for the new Tanker which will be solidified closer to the date. A tentative delivery date of July 26th can be used for agreement purposes.

Price before tax: \$65,000.00

Taxes : \$8,450.00

Final price: \$73,450.00

Please feel free to reach out if you have any questions or concerns with this offer.

Thank you.

Tobias Hovey
Director of Sales

THE TOWNSHIP OF AUGUSTA



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3688-2024

BEING A BY-LAW TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF
LAND

WHEREAS the Municipal Act 2001, S.O. 2001, Chapter 25, Section 5(3) authorizes municipal power, including a municipality's capacity, rights, powers and privileges under Section 8, shall be exercised by By-Law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS Section 9 of the Municipal Act S.O. 2001 c.25, as amended, the Council of every municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Corey James Arcand and James Francis Arcand have agreed to transfer to the Township of Augusta the land legally described as:

Lot U Plan 19, Prescott; Part Lot 5, Concession 1, Augusta, as in PR144760 (secondly); S/T AG16176, AG9788, PD10480, PR984; Augusta/Prescott being all of PIN 68164-0147 (LT) and Part Lot 5, Concession 1, Augusta; Part Lot V, Plan 19, Prescott as in PR144760 (thirdly) except PR149223; S/T AG12861, AG13325; Augusta/Prescott being all of PIN 68163-0064 (LT).

AND WHEREAS the Council of the Municipality of Augusta deems it desirable to enter into an agreement to purchase land for development purposes;

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

1. **THAT** the land described above of this by-law be transferred to The Corporation of the Township of Augusta from Corey James Arcand and James Francis Arcand.
2. **THAT** the Mayor and the Clerk are hereby authorized to execute any and all documents and to do anything necessary to complete the sale and transfer of property described above.
3. **THAT** By-Law 3686-2024 is hereby rescinded.
4. **THAT** this By-Law shall come into force and effect upon the date of the final passing thereof.

Read a first, second, and third time and finally passed this 26th day of February, 2024.

MAYOR

CLERK

THE TOWNSHIP OF AUGUSTA



CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3690-2024

BEING A BY-LAW TO APPOINT BUILDING OFFICIALS
FOR THE TOWNSHIP OF AUGUSTA

WHEREAS 3(2) of the Building Code Act, 1992, SD. 1992, c. 23, as amended, provides that the Council of each municipality shall appoint a chief building official and such inspectors as are necessary for the enforcement of said Act.

AND WHEREAS the Council of the Township of Augusta deems it necessary and expedient to appoint Dwane Crawford and Roger Huttman to enforce the Building Code Act, as assigned by the Township.

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

1. **THAT** Dwane Crawford is hereby appointed as Building Inspector to act on behalf of the Chief Building Official and that as a Building Official, shall perform the duties of a Chief Building Official as set out in the Building Code Act, 1992, S.O. 1992, c. 23, as amended as directed by the Chief Building Official or the Chief Administrative Officer.
2. **THAT** Roger Huttman is hereby appointed as Building Inspector to act on behalf of the Chief Building Official and that as a Building Official, shall perform the duties of a Building Official as set out in the Building Code Act, 1992, S.O. 1992, c. 23, as amended as directed by the Chief Building Official or the Chief Administrative Officer.
3. **THAT** this By-Law come into full force and effect as of the date of passing.

Read a first and second time this 26th day of February 2024.

Read a third time and passed this 26th day of February 2024.

MAYOR

CLERK

THE TOWNSHIP OF AUGUSTA



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3691-2024

BEING A BY-LAW TO AMEND BY-LAW 3645-2023 BEING A BY-LAW RESPECTING
THE REGULATION, CONTROL, PROTECTION, AND IDENTIFICATION OF DOGS IN
THE TOWNSHIP OF AUGUSTA

WHEREAS By-Law 3645-2023 being a By-Law respecting The Regulation, Control, Protection, And Identification of Dogs in The Township of Augusta was passed on August 14, 2023; and

AND WHEREAS it is deemed advisable and expedient to amend such By-Law;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the Township of Augusta enacts as follows:

1. **THAT** Section 10.3 Schedules “A” and “B” shall constitute part of this By-Law be removed and be replace with Schedules “A”, “B” and “C” shall constitute part of this By-Law.
2. **THAT** the remainder of the By-Law shall remain in full force and effect.
3. **THAT** this By-Law shall come into full force and effect at the time of passing.

Read a first, second, and third time and finally passed this 26th day of February, 2024.

MAYOR

CLERK

THE TOWNSHIP OF AUGUSTA
THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW 3691-2024
THE REGULATION AND CONTROL, PROTECTION, AND IDENTIFICATION OF DOGS BY-LAW
SCHEDULE C – SITE SPECIFIC EXEMPTIONS

Address	Owners First Name	Owners Last Name	Exemption
6951 Charleville Road	Diane	Biggar	Kennel license prior to By-Law
9270 South Branch Road	Jennifer	Stephenson	Kennel license prior to By-Law
1648 County Road 2	Michael	Kamoff-Nicolsky	Kennel license prior to By-Law
9601 Hall Road	Anabelle	Morin	Kennel license prior to By-Law
2689 McIntosh Road	Barbara	Johnson	Kennel license prior to By-Law
8150 County Road 15	Carl	Fenlong	Kennel license prior to By-Law
5270 Algonquin Road	Michael	Guy	Kennel license prior to By-Law
8136 Wiltsie Road	Darlene	Helliker	Kennel license prior to By-Law
6368 6th Concession Road	Larry & Nancy	Molson	Kennel license prior to By-Law
4512 Lords Mills Road	Gary	Elliott	Kennel license prior to By-Law
2612 McIntosh Road	Barbara	Robinson	Kennel license prior to By-Law
3400 County Road 15	Art & Sheryl	Chillson	Kennel license prior to By-Law
3800 Blue Church Road	Keith	Wardrop	Kennel license prior to By-Law
2801 Rocky Road	Iwona	Sobierj	Kennel license prior to By-Law
9401 Kyle Road	Sherry	Curran	Kennel license prior to By-Law
2850 Rocky Road	Kathryn	Masson	Kennel license prior to By-Law

THE TOWNSHIP OF AUGUSTA



CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3692-2024

BEING A BY-LAW TO APPOINT AN EMERGENCY INFORMATION OFFICER (EIO), AN ALTERNATE EMERGENCY INFORMATION OFFICER, A COMMUNITY EMERGENCY MANAGEMENT OFFICER (CEMC), AND AN ALTERNATE COMMUNITY EMERGENCY MANAGEMENT COORDINATOR FOR THE CORPORATION OF THE TOWNSHIP OF AUGUSTA

WHEREAS subsection 10(1) of the Emergency Management and Civil Protection Act, Ontario Regulation 380/04, states every municipality shall designate an employee of the municipality or a member of council as its Emergency Management Program Coordinator;

AND WHEREAS subsection 14(1) of the Emergency Management and Civil Protection Act, Ontario Regulation 380/04, states every municipality shall designate an employee of the municipality as its Emergency Information Officer;

AND WHEREAS Council deems it desirable and expedient to appoint an Emergency Information Officer, Alternate Emergency Information Officer, a Community Emergency Management Coordinator and an Alternate Community Emergency Management Coordinator for the Township of Augusta;

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

1. **THAT** Ashleigh Trickey is hereby appointed Emergency Information Officer for the Township of Augusta effective February 26, 2024
2. **THAT** Madison Moore is hereby appointed Alternate Emergency Information Officer for the Township of Augusta effective February 26, 2024.
3. **THAT** Rob Bowman is hereby appointed Community Emergency Management Coordinator for the Township of Augusta effective February 26, 2026.
4. **THAT** Ashleigh Trickey is hereby appointed Alternate Community Emergency Management Coordinator for the Township of Augusta effective February 26, 2024.
5. **THAT** the CAO shall notify the Office of the Fire Marshal and Emergency Management of these designations.
6. **THAT** all other By-Laws inconsistent herewith are hereby repealed.
7. **THAT** this By-Law shall come into full force and effect at the time of passing.

THE TOWNSHIP OF AUGUSTA

Read a first and second time this 26th day of February, 2024

Read a third time and passed this 26th day of February, 2024

MAYOR

CLERK

THE TOWNSHIP OF AUGUSTA



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3693-2024

BEING A BY-LAW TO SET THE 2024 GENERAL OPERATING AND CAPITAL
BUDGETS FOR MUNICIPAL PURPOSES ONLY

WHEREAS *the Municipal Act, 2001*, as amended, provides for each year, a local municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS it is deemed expedient to adopt the budget outlining the Corporation's yearly estimates in accordance with relevant legislation.

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

8. That the 2024 estimates of revenue and expenditures for Municipal purposes only, attached hereto as Schedule "A" and Departmental Budget Summaries are hereby adopted.
9. If a surplus exists as of December 31, 2024, all funds shall be transferred to reserves for working capital, fire, and building or as Council otherwise directs.
10. This By-Law shall come into force and effect on the date of passing.

Read a first time and second time this 26th day of February 2024.

Read a third time and passed this 26th day of February 2024.

MAYOR

CLERK

**THE TOWNSHIP OF AUGUSTA
SCHEDULE A
BY-LAW 3693-2024**

The sum of yearly estimates to be adopted by the Council of the Corporation of the Township of Augusta for the 2024 Budget Year are \$9,937,904 and are broken down as follows:

a) General Government

Council	\$161,310
Administration	\$1,261,831

b) Protection to Persons and Property

Fire	\$964,768
CEMP	\$10,250
Policing	\$958,424
Conservation Authority	\$51,962
Building Inspection	\$183,033
By-Law Enforcement	\$45,088

c) Transportation Services

Roads	\$1,826,781
Street Lighting	\$18,865

d) Environmental Services

Waste Management	\$508,711
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e) Health Services

Cemeteries	\$6,500
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f) Recreation and Cultural Services

Recreation Programs	\$489,580
Library	\$60,959
Donations	\$26,666

g) Planning

Planning	\$195,152
Economic Development	\$188,430
Agriculture & Drainage	\$22,000

<u>Capital Expenditures</u>	\$2,857,594
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THE TOWNSHIP OF AUGUSTA



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3694-2024

BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN AUTOMOTIVE
MATERIALS STEWARDSHIP INC. AND THE CORPORATION OF THE TOWNSHIP
OF AUGUSTA

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 Council of the Township of Augusta wishes to enter into an agreement with Automotive Materials Stewardship Inc.;

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

1. **THAT** the Mayor and Clerk are hereby authorized to sign the Municipal & First Nations Automotive Materials Services Amending Agreement.
2. **THAT** Schedule A shall form part of this By-Law.
3. **THAT** this By-Law will come into force and take effect on its passing.

Read a first, second, and third time and finally passed this 26th day of February, 2024.

MAYOR

CLERK

AUGUSTA TOWNSHIP

MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 1st day of January, 2024 (the "**Effective Date**").

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")

- and -

CORPORATION OF THE TOWNSHIP OF AUGUSTA ("COLLECTOR")

(collectively, the "Parties")

WHEREAS AMS and the Collector entered into a Municipal & First Nations Automotive Materials Services Agreement effective October 1, 2021 (the "**Agreement**"); and

AND WHEREAS AMS and the Collector are mutually desirous of making changes to the Agreement.

NOW, THEREFORE in consideration of the promises and the mutual obligations and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMS and the Collector hereby agree as follows:

1. Amendment

- a. Schedule "B" to the Agreement is hereby replaced with the new Schedule "B" attached hereto this Amending Agreement as Appendix A.
- b. Except for this change, all other terms of the Agreement remain the same.
- c. The Agreement is modified only by the express provisions of this Amending Agreement, and, except as so modified, the Agreement shall remain unchanged and in full force and effect.

2. Miscellaneous

- a. This Amending Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- b. If any provision of this Amending Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Amending Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

AUGUSTA TOWNSHIP

- c. This Amending Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- d. In the event of any inconsistency between the terms of this Amending Agreement and the terms of the Agreement, the terms of this Amending Agreement shall prevail to the extent of any such inconsistency.
- e. This Amending Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto, whether written or oral, and whether made prior to the date first written above.
- f. This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

[the rest of this page is left intentionally blank]

AUGUSTA TOWNSHIP

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

By:  _____

Name: David Pearce

Title: Executive Director

Corporation of the Township of Augusta

By: _____

Name:

Title:

By: _____

Name:

Title:

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Amendment to AMS, Collector and the first signatory represent that no additional signatories are required).

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APPENDIX A

SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

1. AMS will pay the Collector for Automotive HSP Collection Services as follows:
 - (a) For Material Management Services – Depot, AMS will pay the Collector the rate of \$0.66 per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in 12 equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by 12 and multiplied by the Hourly Rate.
 - (b) For Material Management Services – Event, AMS will pay the Collector a rate of \$0.00 per tonne of Automotive HSP plus applicable taxes.
 - (c) For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of \$0.00 per tonne of Automotive HSP plus applicable taxes.
2. Notwithstanding Section 16.1, AMS may increase a payment rate, as identified above, without requiring an amendment. Collector will be notified of any increase to a payment rate a minimum of thirty (30) days in advance through written notice, as per Section 9.0.

AUGUSTA TOWNSHIP

MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 2021 (the "Effective Date").

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")

- and -

CORPORATION OF THE TOWNSHIP OF AUGUSTA ("COLLECTOR")

collectively, the "Parties"

Reporting Contract #: _____ *(completed by AMS)*

WHEREAS:

- A. AMS will be offering services as a producer responsibility organization ("**PRO**") under the Hazardous and Special Products Regulation ("**HSP Regulation**") made under the *Resource Recovery and Circular Economy Act, 2016* (the "**RRCEA**") (collectively, the "**AMS Program**").
- B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or or oil filters (collectively, "**Automotive Hazardous and Special Products**" or "**Automotive HSP**") as more particularly defined below.
- C. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP.

AUGUSTA TOWNSHIP

NOW THEREFORE in consideration of the premises, the parties hereto agree as follows:

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in the RRCEA or the HSP Regulation or the *Municipal Act, 2001* (Ontario), as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **"Agreement"** means this Agreement and includes all schedules and amendments thereto;
 - (b) **"Automotive HSP"** means one or more of the following as defined under the Regulation:
 - (i) **"Oil Container"** means a container that is used for the supply of new lubricating oil and that has a capacity of 30 litres or less;
 - (ii) **"Oil Filter"** means a fluid filter, other than a gasoline filter, and includes,
 - a. a spin-on style filter or element-style fluid filter that is sold separately or as part of a product, that is used in hydraulic, transmission or internal combustion engine applications,
 - b. a filter used for oil, diesel fuel, storage tank fuel, coolant, household furnace fuel, and
 - c. a sump type automatic transmission filter
 - (iii) **"Antifreeze"** means a product containing ethylene or propylene glycol that is used or intended for use as a vehicle engine coolant and includes,
 - a. the initial antifreeze supplied with a new vehicle, and
 - b. antifreeze that is premixed and concentrated.

"Antifreeze" includes the product's primary packaging where that packaging is less than 30 litres.
 - (c) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
 - (d) **"Claims Submission"** means submission to AMS of data required to validate claim for payment;
 - (e) **"Collection Services"** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Collector, for the purpose of receiving, classifying, packing, storing and transferring Automotive HSP onto transportation vehicles, including the manifesting of the Automotive HSP prior to transportation from the Event or Depot;

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- (f) **"Depot"** means a collection and transfer facility/location operated by or on behalf of the Collector for receiving Automotive HSP from the public and transferring to Haulers for processing or recycling;
- (g) **"Diversion Report"** means invoices, Automotive Material tonnage reports, or other such documents in the form and format specified by AMS as may reasonably be required from time to time for the validation of Claims Submissions;
- (h) **"Event"** means a one-day or other collection event, operated by or on behalf of a Collector to collect, pack, transport, weigh, and process Automotive HSP from the public;
- (i) **"FOB"** means free on board;
- (j) **"Generator"** means the final user who generates waste which will be reused, recycled or disposed;
- (k) **"Hauler"** means a Service Provider that transports collected Automotive HSP to a Processor;
- (l) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (m) **"Material Management Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (n) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "C" as amended by AMS from time to time;
- (o) **"Post-Collection Services"** means the management of Automotive HSP after transfer of such Automotive HSP to a Hauler FOB the Event or Depot location, including but not limited to transportation of Automotive HSP from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;
- (p) **"Processor"** means a Service Provider that processes collected Automotive HSP;
- (q) **"Service Provider"** means a Hauler and/or Processor, approved by AMS as posted in a secure location on the AMS website accessible to Collector, that provides Material Management Services to AMS or the Collector as the case may be; and
- (r) **"WeRecycle Portal"** means AMS's online system for uploading Claims Submissions.

Q Material Management Services

1. This Agreement is for three different service location types for the provision of Material Management Services by the Collector to AMS. These are as follows:

AUGUSTA TOWNSHIP

(a) Depot

- (i) The Collector or the Collector's Service Provider provides Depot Collection Services for Automotive HSP. AMS pays the Collector an hourly rate for the Collection Services of Automotive HSP.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by approved AMS hauler.
- (iii) Depots must accept, at a minimum, all types of HSP that are in the same category as that type of HSP as defined in the Regulation.
- (iv) Depots must accept from a person, at a minimum, up to 25 kilograms per day of each type of Automotive HSP.
- (v) If a Depot accepts more than 50 kilograms of Automotive HSP from a person on a single day, Collector shall make reasonable efforts to record the person's name, contact information, any unique identifier assigned by the Registrar and the weight of Automotive HSP accepted.

(b) Event

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP. The Collector may combine Events with other activities, including collection of non-Automotive HSP. AMS pays the Collector a cost per tonne of Automotive HSP as per Schedule "B" for the Collection and Post-Collection Services.
- (ii) An Event must accept antifreeze, oil containers and oil filters.
- (iii) An Event must operate for a minimum of four (4) consecutive hours.

(c) Event (and transportation to Depot)

- (i) The Collector or the Collector's Service Provider provides Event Collection Services for Automotive HSP and transports the collected Automotive HSP to a Depot. AMS pays the Collector a cost per tonne.
- (ii) Automotive HSP are to be separately sorted by material as per Packing Standards by the Collector at its Depots and made ready for pick-up by an approved AMS Hauler.

For the purpose of this Agreement, AMS and the Collector have agreed that the service location types marked with an "X" below will be the ones under which the Collector will provide Material Management Services to AMS.

☒ Depot

☐ Event

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- ☐ Event (and transportation to Depot)

- 2.2. AMS and Collector may agree in writing at any time to change the service location type under which Collector is providing Material Management Services to AMS herein to the other service location type listed or to add another service location type and this Agreement shall be deemed to have been amended accordingly.

3.0 Price and Payment

3.1. Price

- (a) Material Management Services – Depot. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector the hourly rate as set out in Schedule "B" for the Total Reimbursable Hours of Operation as specified in Schedule "A" for the Collection Services.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Depots.

- (b) Material Management Services - Event. AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule "B" for the Collection Services and Post-Collection Services for each of the approved Events that are submitted as outlined in Schedule "A". The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.

- (c) Material Management Services – Event (and transportation to Depot). AMS will pay for Material Management Services provided by the Collector as follows:

- (i) AMS will pay the Collector an amount per tonne as set out in Schedule "B" for the Collection Services and transportation of Automotive HSP to a Depot for each of the approved Events that are submitted as outlined in Schedule "A". The actual weight of the Automotive HSP as determined by the Service Provider providing the Post-Collection Services will be used.
- (ii) AMS will pay Service Providers directly for Post-Collection Services for Automotive HSP collected at Events and transported to Depots.

3.2. Payment

- (a) Material Management Services – Depot.

- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the end of each calendar month.

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(b) Material Management Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the Diversion Report(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

(c) Material Management Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of Automotive HSP to a Depot, the Collector must upload a Claims Submission via the WeRecycle Portal and send AMS a copy of the shipping manifest(s) with respect to the Automotive HSP. The Claims Submission is to be submitted by Collector to AMS within thirty (30) days of Collector receiving the related manifest(s) but no later than the end of the following calendar quarter. AMS will validate the Claims Submission with the manifest(s) received from Collector within thirty (30) days of receipt and AMS will pay the Collector pursuant to this Agreement within thirty (30) days of the date on which AMS determines the claim to be correct and accurate. If any errors or omissions are found, AMS will issue a payment adjustment and AMS may require a corrected Claims Submission from the Collector.

3.3. Collector will provide any additional back-up/supporting information reasonably requested by AMS to verify the accuracy of the Claims Submissions from time to time.

3.4. The Collector will not charge residential Generators of Automotive HSP for collection of Automotive HSP at its Depots or Events.

3.5. Late Submission Penalties

- (a) AMS may reduce amounts payable under Claims Submissions which are not submitted to AMS within the time periods set out in section 3.2 (b) and (c) by five (5%) per cent per month.
- (b) AMS will have no responsibility to pay and Collector will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by AMS by January 31 of the following calendar year.

4.0 Supplemental Reporting

In addition to all other reporting requirements in this Agreement, Collector will provide information to AMS as required to satisfy AMS' reporting obligations to the Authority in the Regulation and the Hazardous and Special Products Verification and Audit Procedure

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document, each of which can be found on the Government of Ontario and the Authority websites respectively. AMS will make no more than two (2) requests per calendar year.

5.0 Facility Access and Audit Rights

- 5.1. Collector will grant AMS (or its authorized representative) or the Authority access to Collector's Depots used in the provision of Material Management Services to monitor Collector's performance in the delivery of Material Management Services. Such access will be during normal business hours and on a minimum of 48 hours' notice.
- 5.2. AMS or its representative will have the right to perform composition audits of Automotive HSP in the possession or control of the Collector and to review any documentation or other work product resulting from Material Management Services ("Audit Rights") at AMS' expense.
- 5.3. Collector will co-operate with AMS to allow AMS or its representative, to exercise its Audit Rights, and make reasonable efforts to provide access to adequate, indoor space and weighing devices, if available, at Collector's facilities at no charge to AMS.
- 5.4. All parties acting on behalf of AMS are bound by strict confidentiality agreements.

6.0 Term

- 6.1. This Agreement will commence on the Effective Date and its initial term will continue until December 31, 2022. This Agreement will automatically renew for successive one (1) year terms unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the "Term".

7.0 Exclusivity

- 7.1 The Collector will collect Automotive HSP exclusively on behalf of AMS and not for any other entity. In particular, Collector agrees not to enter into any other collection agreement for Automotive HSP with another producer responsibility organization or producer.

8.0 Title and Compliance with Laws

- 8.1. Title to all Automotive HSP collected by Collector at Events and Depots will belong to Collector from the time of collection until transfer of the collected Automotive HSP to an approved Hauler. At no time will AMS have title to Automotive HSP unless handled directly by AMS employees. Any contract entered into between Collector and a Service Provider for Automotive HSP must provide that title transfers to the Service Provider.
 - (a) Notwithstanding the foregoing, if the Collector operates a reuse program for any Automotive HSP, title to the Automotive HSP being reused shall transfer to Collector one (1) second prior to being given to the person or entity requesting it for reuse purposes.
- 8.2. In performing Material Management Services hereunder, Collector represents and warrants that it will at all times, and will require its Service Providers to, have all Certificates of Approval (also known as an Environmental Compliance Approval), and any other approvals required and that it will otherwise comply at all times and require its Service

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Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment and the Ontario Ministry of Labour.

9.0 AMS Policies, Standards and Guidelines

- 9.1. Collector will at all times comply with the HSP Regulation and the HSP Verification and Audit Procedure document as applicable.
- 9.2. AMS may develop from time to time, policies, standards and guidelines relative to the provision of Material Management Services or make amendments thereto.
- 9.3. The AMS Waste Packing Standards in effect at the time of entering into this Agreement are included in Schedule "C" for convenience.
- 9.4. Collector will use best efforts to comply with, and will require that any of its contractors supplying Material Management Services use best efforts to comply with the provisions of all such policies, standards and guidelines as they pertain to the provision of Material Management Services. AMS will communicate any new or amended such policies, standards and guidelines to Collector via email.
- 9.5. Collector may provide written notice within thirty (30) days of receiving such communication that it does not wish to comply with a new or amended policy, standard or guideline, and in the event that the Collector provides such written notice either Party may exercise the termination provisions of 22.5(b).

10.0 Promotion and Education

- 10.1. Promotion and education of the proper end of life management of Automotive HSP is essential. The Collector will work cooperatively with AMS in undertaking such promotion and education activities with respect to Automotive HSP and collection of the Automotive HSP by the Collector as may be reasonably requested by AMS from time to time.
- 10.2. If a Collector provides Material Management Services for an Event or an Event (and transportation to Depot), the Collector will promote each Event in the local municipality, territorial district or First Nations community where it will be held for at least one week prior to the date of the Event using a combination of two or more forms of media, including but not limited to:

- local print publications
- local print media
- local radio
- local signage, or
- social media.

Collector will submit a report to AMS in a form and format specified by AMS that indicates how the Collector promoted each Event.

- 10.3. The Collector must submit to AMS draft copies of all publications that make use of AMS trademarks and logos for approval, which AMS may withhold for any reason.

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- 10.4. The Collector, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Automotive Materials Stewardship or any brand owned or used under license by AMS.

11.0 Indemnity and Insurance

- 11.1. Each party (the "Indemnifying Party") hereby indemnifies and saves harmless the other party (the "Indemnified Party") on its behalf and as trustee for, its respective directors, officers, contractors, employees and agent, from and against any and all manner of actions or causes of actions, damages (but not including consequential damages), costs, loss or expenses of whatever kind (including related legal fees on a full indemnity basis) which the Indemnified Party, its directors, officers, contractors, employees and agents may sustain, incur or be put to by reason of or directly or indirectly arising out of any breach of this Agreement by the other party or any wilful misconduct or negligence of the Indemnifying Party or any person for whom the Indemnifying Party is, at law, responsible, in relation to matters arising out of this Agreement.
- 11.2. The Collector will, during the Term of the Agreement, self-insure, maintain at its expense and/or require any Service Provider to maintain at either the Collector's or Service Provider's expense Comprehensive General Liability coverage with limits of not less than \$5,000,000 (five million dollars) per occurrence. For clarity, only the Collector can self-insure.
- 11.3. The Comprehensive General Liability policy of insurance referred to in this section will include AMS as an additional insured.
- 11.4. Unless the Collector wholly self-insures, the Collector will deliver a copy of Certificate(s) of Insurance maintained by the Collector or a Service Provider pursuant to this Agreement, upon the effective date of this Agreement, and annually upon renewal of the Collector or Service Provider's insurance, naming AMS as an additional insured with the following language:

"Automotive Materials Stewardship and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insureds for Comprehensive General Liability. Such coverage is primary and non-contributing."

If the Collector wholly self-insures, the Collector will deliver a letter stating such self-insurance to AMS upon the effective date of this Agreement, and annually upon each automatic renewal of this Agreement.

- 11.5. The Certificate(s) of Insurance, referred to in subsection 11.4, must also provide that AMS will be provided with thirty (30) days advance written notice of cancellation, termination, non-renewal or material change.

12.0 Assignment

- 12.1. The Collector may not subcontract or assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of AMS.

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12.2. Notwithstanding subsection 12.1, the Collector may assign any of its rights or obligations under this Agreement or any part thereof without the prior written consent of, but with written notice to, AMS:

- (a) from a Lower-tier Municipality to an Upper-tier Municipality or vice versa;
- (b) to a municipal service board pursuant to sections 194 to 202 of the Municipal Act, 2001, as amended; or
- (c) to a municipal business corporation pursuant to section 203 of the Municipal Act, 2001, as amended.

13.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either AMS or the Collector will be in writing and sufficiently given if delivered personally, by facsimile transmission or other electronic means of written communication tested prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to AMS will be delivered to:

Operations Officer
Automotive Materials Stewardship
1 St. Clair Avenue West, Suite 701
Toronto, ON M4V 1K6

Email: operations@autostewardship.ca

Notices to the Collector will be delivered to:

Steve McDonald, Acting CAO
Township Of Augusta
1022 County Road 15
Maitland, ON K0E 1P0

Email: smcdonald@augusta.ca

Any such notice if delivered personally, by facsimile transmission or by other electronic means will be conclusively deemed to have been given on the day of personal delivery, or facsimile transmission or electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either party may, at any time, give written notice to the other of any change of address (postal and/or email) of the party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such party for the giving of notices thereafter.

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14.0 No Partnership or Joint Venture

- 14.1. This Agreement does not create and will not in any circumstances create or be deemed to create a partnership or joint venture between the parties. For all purposes Collector will be an independent Collector.

15.0 Severability

- 15.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination will not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the parties hereto will act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

16.0 Amendment and Waivers

- 16.1. No amendment or waiver of any provision of this Agreement will be binding on any party unless consented to in writing by such party. No waiver of any provision of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver unless otherwise provided.

17.0 Further Acts

- 17.1. Each party will execute all such documents and do all such other acts and things as may be necessary or desirable from time to time in order effectively to carry out the provisions of this Agreement and will not to take any action, or omit to take any action, that would constitute a breach of this Agreement.

18.0 No Third Party Beneficiaries

- 18.1. No person or entity which is not a party hereto will have any rights or obligations pursuant to this Agreement or be permitted to place any reliance on anything in this Agreement or on the continuation of this Agreement.

19.0 Counterparts and Facsimile

- 19.1. This Agreement may be executed in counterparts, and may be transmitted by facsimile or secure electronic document (PDF) each of which will constitute an original and all of which taken together will constitute one and the same instrument.

20.0 Force Majeure

- 20.1. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of Acts of God, riots, insurrection, war or other reasons of a like nature not the fault of such party (an "Event of Force Majeure"), then the performance of such act will be excused for the period of the delay and the period for performance of any such act will be extended for a period equivalent to the period of such delay. The party whose performance of this Agreement is or may reasonably be expected to be affected

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by an Event of Force Majeure will promptly notify the other party of the existence of such circumstances and will use its best efforts to resume and complete performance. Whenever a party is reasonably certain that such an Event of Force Majeure is likely to occur, it will notify and consult with the other party as soon as practicable. All time periods for the performance of obligations hereunder will be extended by a period corresponding to the time period of any delay caused by the occurrence of an Event of Force Majeure.

21.0 Dispute Resolution

- 21.1. All disputes arising out of in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, that cannot be resolved within thirty (30) days by a senior representative of each party, will upon written notice by any party to the others be arbitrated and finally resolved by one (1) arbitrator qualified by education, experience or training to render a decision upon the issues in dispute and who has not previously been employed by any party or any of their affiliates, and does not have a direct or indirect interest in any party or the subject matter of the arbitration. Such arbitrator will either be mutually agreed upon by the parties within thirty (30) days after written notice from any party requesting arbitration or, failing agreement, the Resource Productivity and Recovery Authority may appoint the arbitrator on behalf of the Parties after receiving written submission from both.

22.0 Termination

- 22.1. Upon execution of this Agreement by the Collector and acceptance by AMS, any prior agreement between the same Collector and AMS is automatically terminated with immediate effect, except for the provisions in the prior agreement which are expressly stated as surviving termination.
- 22.2. If, in the reasonable opinion of either party, there has been a breach of this Agreement (which, in the case of a Collector, includes the Collector's compliance with the policies, standards, and guidelines described in section 9.0) by the other party (the "defaulting party"), the Collector or AMS (the "party giving notice") may give the defaulting party written notice to remedy the breach or default within sixty (60) days, failing which the Agreement may be terminated. In the event that the remedy of such breach reasonably requires more than sixty (60) days, the defaulting party will so advise the party giving notice forthwith and provide a revised timetable for remedying the breach. The party giving notice will notify the defaulting party in writing as to whether the revised time line is acceptable and, if it is, the revised time line to remedy such breach will apply.
- 22.3. On the date of termination neither party shall have any obligations, financial or otherwise, hereunder save and except for matters and payment obligations arising prior to the date of termination.
- 22.4. Either Party may terminate this Agreement for any reason whatsoever save and except for matters arising from sections 22.2 & 22.5, without cause, cost or penalty, save and except for matters arising prior to termination, upon providing the other Party with ninety (90) days prior written notice of its intention to terminate this Agreement.
- 22.5. Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:

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- (a) Either Party assigns or subcontracts any of its rights or obligations under this Agreement or any part thereof except as expressly provided for herein; or
- (b) the Collector provides written notice that it will not comply with any new or amended policies, standards and guidelines developed by AMS as per section 9.0; or
- (c) the Collector fails to keep the terms of this Agreement confidential as per section 29.0, in such instances only AMS may terminate this agreement; or
- (d) a receiver or trustee is appointed for any part of the assets of AMS; or
- (e) AMS ceased to provide services as a PRO.

23.0 Survival

- 23.1. Articles 11, 22.3 and 29 of this Agreement will survive termination or expiry and continue in full force and effect.

24.0 Additional Conditions

- 24.1. The parties shall execute such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

25.0 Entire Agreement

- 25.1. This Agreement constitutes the entire agreement between the parties with respect to all of the matters herein and supersedes and replaces all previous agreements, whether oral or written, concerning the same or similar subject matter.

26.0 Headings for Convenience Only

- 26.1. The division of this Agreement into articles and sections is for convenience of reference only and will not affect the interpretation or construction of this Agreement.

27.0 Governing Law

- 27.1. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

28.0 Legislation References

- 28.1. Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body will be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

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29.0 Confidentiality

- 29.1. Subject to any legal requirements, including those included in the *Municipal Act, 2001* and the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), Collector will at all times treat Schedule "B" and the financial terms contained therein as private and confidential information.

To the extent permitted under MFIPPA, Collector will inform AMS of any request made of Collector under MFIPPA for any records related to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by AMS to Collector so that AMS will have an opportunity to make representations to Collector with respect to the proposed disclosure.

30.0 Rights and Remedies

- 30.1. The rights, remedies and privileges in this Agreement given to the Parties:
- (a) are cumulative and any one or more may be exercised;
 - (b) are without prejudice to and are in addition to and apply notwithstanding any other provisions in this Agreement; and
 - (c) are not dependent or conditional upon, or in any way lessened, restricted or affected by any other provisions of this Agreement.

31.0 Schedules

- 31.1. Schedules "A" through "C" are attached hereto and incorporated in and form part of this Agreement.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first set out above.

AUTOMOTIVE MATERIALS STEWARDSHIP

by: _____

Name: Kathleen Kennedy

Title: CFO

CORPORATION OF THE TOWNSHIP OF AUGUSTA

by: _____

Name: *Brad Thake*

Title: *Public Works Manager*

by: _____

Name:

Title:

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Agreement to AMS, Collector and the first signatory represent that no additional signatories are required).

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SCHEDULE "A" – COLLECTION ACCESSIBILITY SCHEDULES

Collector will collect all Automotive HSP from its residents according to the following Collection Accessibility Schedules.

Depots

Depot Name	Address	Days & Hours of Operation	Operating Season	Operating Hours	Reimbursable Hours
Manyard	3618 County Rd #26 Augusta, ON K0E 1T0	Monday 9am - 5pm Tuesday 9am - 5pm Wednesday 9am - 5pm Thursday 9am - 5pm Friday 9am - 5pm Saturday 8am - 4pm	Year Round	2,416	2,416
TOTAL REIMBURSABLE HOURS					2,416

Events

Collector will use commercially reasonable efforts to submit Event Collection Accessibility Schedules in the format below to AMS for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Collection Accessibility Schedules not less than sixty (60) days prior to the next planned Event. Once approved by AMS, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

Event Collection Accessibility Schedule - Example

Event #	Collector	Date	Location	Address	Collection Hours	Service Provider
1	Collector name	Event date	Location name	Full address	ex. 9am - 2pm	SP Name

INITIALLED BY COLLECTOR: _____

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SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES

AMS will pay the Collector for Automotive HSP Collection Services as follows:

For Material Management Services – Depot, AMS will pay the Collector the rate of **\$0.57** per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For Material Management Services – Event, AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.

For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of **\$0.00** per tonne of Automotive HSP plus applicable taxes.

INITIALLED BY COLLECTOR: _____

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SCHEDULE "C" – AMS WASTE PACKING STANDARDS

The following are AMS Waste Packing Standards applicable to this Agreement as of the date of this Agreement. Revisions to these standards will be posted in a secure location on the AMS website accessible to Collector.

Waste Packing Protocols

All collection site operators shall:

- 1.1 Pack waste according to the Ministry of the Environment and Climate Change waste classes and AMS Waste Packing Standards as outlined in Appendix A.
- 1.2 Ensure that Automotive HSP are handled and stored as follows:
 - In accordance with the conditions laid out in their respective Environmental Compliance Approval and all applicable laws and regulations.
 - Have the ability to receive wastes from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area, as applicable;
 - Have adequate infrastructure to shelter material from inclement weather in a consolidation storage area;
 - Have sufficient space to receive, sort, store and prepare transportation containers for shipment;
 - As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
 - Be accessible to transport vehicles for pick-up of Automotive HSP; and
 - Have adequate security measures in place to prevent Automotive HSP from being tampered with by anyone at the site or using the collection facility at unauthorized times.
- 1.3 All waste must be packed in an approved UN container and all HSP transported must be contained in accordance with TDGA requirements.
- 1.4 Bulky items must be stored in an upright position in a secure area, and in accordance with Technical Standards & Safety Authority (TSSA) requirements.
- 1.5 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval Storage Requirements. Waste material collected at event days is an exception since it may not always be possible to fill a transport container of a given waste class to capacity.
- 1.6 Make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport:

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- 1.7 Place large pails (20 litres or more) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used.
- 1.8 Contamination allowances:
 - Reasonable efforts must be taken to minimize contamination.
 - The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual transport containers for a given waste class.
 - Contamination levels in transport containers (mis-packed Automotive HSP, non-program wastes as identified in Appendix A) will be monitored by AMS through random sampling. Collection site operators will be required to take corrective action if contamination allowances are exceeded. AMS reserves the right to revoke the collection site's approval status if corrective action is not taken as requested by AMS.

Appendix A – Waste Packing Standards

Please note: Automotive Materials Stewardship requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
1	Antifreeze Bulked – 212 Or Antifreeze Lab Pack – 212	<ul style="list-style-type: none"> • Antifreeze returned in containers with a volume of 30 litres or less. • Antifreeze recovered from vehicles at automotive service centres. 	<ul style="list-style-type: none"> • Plumbing antifreeze; • Vehicle windshield antifreeze; • Product marketed as industrial heat transfer fluid; • Fuel (gasoline & diesel) antifreeze; Lock de-icer; • Air brake antifreeze; • Antifreeze which does not contain ethylene or propylene glycol; • Containers used to deliver Antifreeze with a capacity greater than 30 litres. 	<ul style="list-style-type: none"> • Residential • All IC&I
2	Empty Auto Containers Or Empty Auto Containers - Shredded	<ul style="list-style-type: none"> • Antifreeze containers that are 30 litres or less; • Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil. • Note: Lubricating oil includes: Synthetic crankcase or engine oil; Hydraulic fluid; Polyester fluids; Circulating oil or turbine oil; Paper machine oil; Transmission fluid; Power steering fluid; Gear oil; Vegetable oil for lubrication; Re-refined oil; Electrical insulating oil; Refrigeration system oil; Compressor oil; Mineral heat transfer fluid; Marine engine oil for vessels operating domestically; Metal working oil; Form release oil; Textile oil; Chain oil; Rock drill oil; 2-cycle engine oil; Gasoline / 2-cycle engine oil mixes; Saw guide oil; Drawing, stamping and shaping oil; Process oil; Deducting oil; Marine cylinder oil; Machine tool and sideways lubricant; Natural gas compressor oil; Conveyor lube; Dripless lube; Quenching oil; Pneumatic system oil; Rustproof oil; Food grade white mineral oil. 	<p>Containers from any of the following: Oil treatment; Diesel fuel treatment; Cleaning/flushing fluids for motors/equipment; Winter start fluid; Brake fluid; Undercoating; Penetrating oil; Hydraulic jack oil; 3-in-1 household oil; Aerosol propelled lubricant; Gun oil; Kerosene; Urethane coating; Sewing machine oil; Cooking oil; Windshield washer fluid; Emulsified oil.</p>	<ul style="list-style-type: none"> • Residential • All IC&I

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#	Waste Class / UN#	Examples of Inclusions	Examples of Exclusions	Eligible Generators
3	Oil Filters - 252	<ul style="list-style-type: none"> • Spin-on or element style filters that are used in hydraulic, transmission or internal combustion engine applications; • Diesel fuel filters; • Household furnace fuel filters; • Coolant filters; • Storage tank diesel fuel filters; • Plastic & paper element style filters; • Diesel fuel filters used at retail commercial pump islands 	<ul style="list-style-type: none"> • Gasoline fuel filters; • Air filters (automotive or non-automotive); • Household furnace air filters; • Sock-type filters 	<ul style="list-style-type: none"> • Residential • All IC&I

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THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3695-2024

A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL OF THE TOWNSHIP
OF AUGUSTA AT ITS MEETING HELD ON FEBRUARY 26, 2024

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 February 26, 2024 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 26th day of February, 2024.

MAYOR

CLERK