

**AUGUSTA TOWNSHIP
AGENDA
C.O.W./REGULAR MEETING
January 13, 2025 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

I. Correspondence and Petitions

J. **REPORTS**

COMMITTEES REPORTS

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

STAFF REPORTS

Administration and Finance

Operations

- Report 2025 – 002 – Parks, Recreation & Facilities Year End Update

AUGUSTA TOWNSHIP

Planning and Building Services

- Report 2025 – 001 – Building Activity Report (December)

Protective Services

- Report 2025 – 003 – Fire Safety Grant
- Report 2025 – 004 – Purchase of Electric Tools for Station 2
- Report 2025 – 005 – One Ton Truck Purchase

K. Notice of Motions

L. By-Laws

- 3750-2025 – Road Maintenance Agreement (Edwardsburgh Cardinal)
- 3751-2025 – Road Maintenance Agreement (Merrickville Wolford)
- 3752-2025 – Repeal By-Law 3431-2019 (Drainage Inspector)
- 3753-2025 – Appoint a Municipal Enforcement Officer (Belanger)
- 3754-2025 – Fire Safety Grant Agreement
- 3755-2025 – Temporary Borrowing By-Law
- 3756-2025 – Interim Billing for 2025

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

- Labour Relations or Employee Negotiations
 - Staffing

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
December 16, 2024 at 6:00 P.M.
Municipal Office, 3560 County Road 26**

PRESENT

Mayor Shaver
Deputy Mayor Wynands
Councillor Bowman
Councillor Henry
Councillor Pape

PRESS

STAFF PRESENT

Shannon Geraghty, Vikki Werner-Mackeler, Mark McDonald, Chief Rob Bowman, Jon Stadig, Melissa Banford, Kathleen Cole

REGRETS

CALL TO ORDER

Mayor Shaver called the meeting to order at 6:00 p.m.

MAYOR'S OPENING REMARKS

APPROVAL OF AGENDA

Moved by Councillor Henry, seconded by Councillor Bowman
BE IT RESOLVED THAT the agenda for December 15, 2024 be adopted.
Carried

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Moved by Councillor Bowman, seconded by Councillor Henry
BE IT RESOLVED THAT Council approve the minutes of the November 25, 2024 Council meeting as distributed to all members.
Carried

DISCLOSURE OF INTEREST

BUSINESS ARISING FROM THE MINUTES

DELEGATIONS & PETITIONS

- Certificate of Appreciation Presentation – Glenn Mackey
- 100 Radon Test Kit Challenge Results – Pam Warkentin, CARST Executive Director

AUGUSTA TOWNSHIP

CORRESPONDENCE & PETITIONS

COMMITTEE/STAFF REPORTS

UCLG Council:	Mayor Shaver provided an update
SNCA/RVCA:	Deputy Mayor Wynands provided an update
Recreation:	
Library Board:	Councillor Bowman provided an update
EDTAC:	Mayor Shaver provided an update
PAC:	
SGODB:	Mayor Shaver provided an update
Administration:	CAO Geraghty provided an update

WHEREAS municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

WHEREAS the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

WHEREAS the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

WHEREAS the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

WHEREAS redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

WHEREAS a redistribution of a portion of the existing Land transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives] supporting local economic growth and improving the quality of life for residents.

NOW THEREFORE BE IT RESOLVED THAT the Township of Augusta Council formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and

FURTHER THAT the Township of Augusta Council calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and

AUGUSTA TOWNSHIP

FURTHER THAT this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and

FURTHER THAT copies of this resolution be forwarded to Prime Minister Justin Trudeau, Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, local Members of Parliament (MPs) and Members of Provincial Parliament (MPPs); and

FURTHER THAT copies of this resolution be forwarded to the Federation of Canadian Municipalities (ECM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

Carried

ADMINISTRATION AND FINANCE

Report 2024-139

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council accepts the attached statement of Revenue and Expenditures as of November 30, 2024 for information.

Carried

Report 2024-140

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council receive this report for information purposes.

Carried

Report 2024-152

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council approve Report 2024-152 recommending the new positions as outlined and the redistribution of responsibilities.

Carried

Report 2024-153

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council receive for information the renewal of the Township's Group Benefit plan with Desjardins Insurance Company with an annualized premium of \$184,772.88 (\$15,397.74/month) including sales tax, beginning January 1, 2025.

Carried

AUGUSTA TOWNSHIP

OPERATIONS

Report 2024-142

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council enacts the new Winter Maintenance Policy.

Carried

Report 2024-143

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council enacts the new Salt Management Plan Policy.

Carried

Report 2024-144

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council enacts the new Proper Care and Maintenance of Township Issued Safety Equipment Policy.

Carried

Report 2024-145

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council enacts the new Full Body Harness Inspections, Storage and Maintenance Policy.

Carried

Report 2024-146

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council enacts the new Lockout Tag Out Policy.

Carried

Report 2024-147

Moved by Councillor Bowman, seconded by Councillor Henry

BE IT RESOLVED THAT Council enacts the new Working at Heights Policy.

Carried

Report 2024-148

Moved by Councillor Henry, seconded by Councillor Bowman

BE IT RESOLVED THAT Council authorizes the Mayor and the Deputy Clerk to enter into an agreement with the Township of Edwardsburgh Cardinal for the winter maintenance of shared and boundary roadways.

Carried

Report 2024-149

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT Council authorizes the Mayor and the Deputy Clerk to enter into an agreement with the Village of Merrickville-Wolford for the winter maintenance of shared and boundary roadways.

Carried

AUGUSTA TOWNSHIP

PLANNING AND BUILDING SERVICES

Report 2024-141

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

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

Carried

Report 2024-151

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT Council receive report2024-151 for information.

Carried

PROTECTIVE SERVICES

Report 2024-150

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT Council receives report 2024-150 for information on the Emergency Management Program Review for 2024.

Carried

NOTICE OF MOTIONS

Mayor Shaver vacated his seat at 6:54 pm in order to bring forward a motion. Deputy Mayor Wynands assumed the chair at 6:54 pm.

Moved by Mayor Shaver, seconded by Councillor Pape

WHEREAS in March 2021, the United Counties of Leeds and Grenville completed a study (Pomax Consulting) on the possibility of a regional fire service within the county; and

WHEREAS this study was not advanced to proceed due to members of council not being in favour of a regional fire service; and

WHEREAS recently the Town of Gananoque brought forward to the Joint Services Committee a resolution to conduct a study on the possibility of a regional fire service;

NOW THEREFORE, BE IT RESOLVED THAT the Township of Augusta does not wish to participate in a regional fire service for the counties; and

AUGUSTA TOWNSHIP

FURTHERMORE, the Township of Augusta will continue to collaborate with other municipalities in reference to fire service agreements, purchasing incentives, mutual aid, future sites of new fire stations, training and assisting where it is feasible for the township.

Recorded Vote

For: Mayor Shaver, Deputy Mayor Wynands, Councillor Bowman, Councillor Henry, Councillor Pape

Against:

Approved

Deputy Mayor Wynands vacated the chair at 7:08 pm and Mayor Shaver assumed the chair.

BY-LAWS

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT By-Law Numbered 3747-2024 being a By-Law to stop up, close and sell part of a road allowance legally described as road allowance between Concession 1 & 2, Township of Augusta, County of Grenville. designated as Part 7 on 15R-1 2483 being part of PIN 68148-0320(LT) be read a first time, a second time, a third time, and be enacted as read.

Carried

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT By-Law Numbered 3748-2024 being a By-Law to repeal By-Laws 3227-2016, 3262-2016 and 3629-2023 be read a first time, a second time, a third time, and be enacted as read.

Carried

ANNOUNCEMENTS

- The South Grenville Food Bank Challenge Cup presentation will be on Saturday, December 21, 2024 at the Food Bank in Prescott starting at noon.
- The Township office will be closed at noon on Friday, December 20, 2024 for the staff Christmas party.

QUESTION PERIOD FOR THE PUBLIC

QUESTION PERIOD FOR THE PRESS

AUGUSTA TOWNSHIP

CLOSED SESSION AS PER SECTION 239 OF THE MUNICIPAL ACT 2001

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT this Council move to a closed meeting at 7:25 pm., as per the Municipal Act c25, S.O. 2001 section 239 (2) to discuss:

- Personal Matters about an Identifiable Individual, including Municipal or Local Board Employees
 - Board Appointments
- Proposed or Pending acquisition or Disposition of Land by the Municipality
 - Land Purchase and Sale Agreement Update

Carried

RISE FROM COMMITTEE OF THE WHOLE IN CAMERA

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT the closed session is adjourned at 7:56 pm and that Council resumed the open meeting to report out.

Carried

REPORTING OUT OF CLOSED SESSION

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT the Council met in closed session to discuss the personal matters about an identifiable individual, including municipal or local board employees.

Council

- Provided Instruction to Staff

Carried

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT Council appoint Brian Purcell as the Augusta Township community representative to the South Grenville OPP Detachment board for the remainder of the term of Council.

Carried

Moved by Councillor Pape , seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT the Council met in closed session to discuss the proposed or pending acquisition or disposition of land by the municipality.

Council

- Provided Instruction to Staff

Carried

AUGUSTA TOWNSHIP

BY-LAW TO CONFIRM PROCEEDINGS OF COUNCIL

Moved by Deputy Mayor Wynands, seconded by Councillor Pape

BE IT RESOLVED THAT By-Law No. 3749-2024 confirm the proceedings of Council of the Township of Augusta at its meeting held on December 16, 2024 be read a first time, a second time, a third time, and be enacted as read.

Carried

ADJOURNMENT

Moved by Councillor Pape, seconded by Deputy Mayor Wynands

BE IT RESOLVED THAT this Council do now adjourn at 7:58 pm until January 13, 2025 at 6:00 p.m. or until the call of the Mayor subject to need.

Carried.

AUGUSTA TOWNSHIP

REPORT NUMBER: 2025-002

REPORT TO COUNCIL: January 13, 2025

RE: Parks, Recreation and Facilities Year End Report

AUTHOR: Kathleen Cole, Parks, Recreation & Facilities Manager

RECOMMENDATION:

THAT Council receive the Parks, Recreation and Facilities 2024 Year End Report.

PURPOSE:

To update Council of the activities and operations of the Parks, Recreation and Facilities Department for year 2024.

BACKGROUND:

Building Partnerships:

- Met with Dane Fellows, Owner of Hyundai Brockville regarding a partnership with the Township of Augusta. The CAO was in attendance for this meeting also. Dane has facilitated a partnership with the Township regarding travel for the Parks, Recreation & Facilities Department.
- Continued active participation with the Township Recreation Committees.
- The manager and coordinator will be setting up meetings to meet with social organizations to increase awareness of the Summer Day Camp.

RECREATION & FACILITIES

North Augusta:

- New roof installed
- Leak in storage room resolved
- New siding on west side of building for remediation of storage room leak
- Angled parking lot completed around masonic site
- Angled parking lot in front of community hall
- Bleachers for baseball diamond installed
- Bleachers for soccer field installed
- Levelling of masonic lot
- Holding tank removed from property
- Existing well dug and 1: poly pipe installed to take the overflow to ditch
- New Crawford shed delivered and installed
- Installation of dry fire hydrant in ditch to use for flooding installed
- Snowblower purchased

AUGUSTA TOWNSHIP

- Garden furniture purchased
- Fence with gate installed
- Armour rocks across northwest side and west side of parking lot
- Security Camera at new Masonic site waiting to be installed
- Electrical work in Crawford shed complete
- Crawford shed spray insulated
- LED Digital sign has been installed
- New LED lights were installed at the ball diamond
- Benches for dugout will be installed in Spring 2025 at a cost of \$5500

Domville

- Renovation of concession complete
- Eaves troughing repaired
- Repointing of the foundation complete
- Playground installed
- New sunscreen for baseball diamond home plate

Maynard

- Playground installed
- Pickleball courts are up and running
- Tournament held in July with 177 participating
- No Parking signs installed along east side of Robert Road
- Grand opening held on August 11th
- Grant application for the Community Sport and Recreation Infrastructure Fund submitted October 29, 2024
- Lease signed – however, this committee is in the process of dissolving their incorporation and becoming a “Committee of Council”. This is due to the fact that they do not have avenues other than Pickle Ball to raise money to cover costs associated with insurance coverage. The insurance for 2025 would cost \$8,000 which they do not have, nor do they want to fund raise to cover costs for items such as this. Their concern is to raise funds to meet the needs of the community they are serving.

Maitland

- Remediation work is being undertaken in the basement at MERC. A leak was found in the basement, and it was found to be an inground drain from the roof. This has been dug up and repaired. The basement was insulated with Trusscore and new dehumidifier to keep moisture in check.
- The Augusta Fire Department completed an inspection of the building for safety and liability. Work was completed to be in compliance with the fire inspection. Remediation was completed in the furnace room, new self-closing doors were installed, new walls, and the ceiling and walls were spray insulated in accordance with the requirements of the fire inspection.
- The committee had the bar renovated by a local contractor.
- The Disc Golf volunteers cleared the bush in October to expand from 11-hole course to 18-holes. The volunteers gathered every Sunday to clear trees and brush, carve out new disc golf trails, and build the updated course layout. In November, eleven new baskets were purchased by Gord White, Geoff Graves

AUGUSTA TOWNSHIP

with MERC contributing \$2,500 towards the cost. Elevated tee pads, course signage, and a detailed course map were installed. Four regional tournaments were held in the Winter and Spring. Players from Brockville, Kingston, Cornwall, Kemptville and Ottawa attended.

Roebuck

- The Augusta Fire Department completed an inspection of the building for safety and liability. Work will need to be completed to be in compliance. Monies have been requested in the departmental capital budget for 2025.
- The War Amps filmed another commercial at Roebuck on June 10.
- New steps were installed at the entrance of the building.
- The CEMC completed and submitted an application for a grant to cover the cost of a generator for the building as it has been designated as an emergency response site.
- A local director from Spencerville filmed a movie during the month of July at the Roebuck Community Hall. This involved the landing of a helicopter for one of the scenes on the baseball diamond.

Township Office

- Landscaping by Coleman Landscaping was completed in July.
- Remediation work at the entrance was not completed at the Township Office. Monies have been put into the operation budget to have this completed in 2025.
- Sheds were stained by the students hired for the Summer Day Camp.

The Volunteer Handbook was distributed to the committees with no negative feedback received. Leases have been signed by Maitland Recreation Committee, Maynard Recreation Committee and the Domville Recreation Committee. On-going discussions with the Roebuck Committee will be held on January 16. A lease agreement with the North Augusta Recreation Committee has yet to be presented and signed.

Summer Day Camp

- Registration for the Summer Day Camp was strong for the program's first year.
- Five individuals were hired to support the camp:
 - Registered Early Childhood Educator – Willow Anderson
 - Four Summer Day Camp Workers – Emily Wright, Maddy Hutt, Dylan Popejoy and Ethan Stefura (all University/College students).
 - Additional university student hired in July for support – Cassie Brunton
 - All students have shown interest in returning for 2025.
- MERC was very supportive of allowing the use of the building during the summer months.
- The approved PA/Winter Break camps were a success with full registration. However, due to some viruses the winter break had 8 children attending. The PA Day Camp has had full registration and attendance.

AUGUSTA TOWNSHIP

Volunteer Appreciation

- The volunteer appreciation event was held on October 24 at the Roebuck Community Hall. Challenge coins and a thank you box of chocolates were given to each volunteer. Forty volunteers attended the event.
- Laurie King was presented with the 2024 Dreamers and Doers certificate from the Algonquin Library on October 17.

General Information

- Attended the Fall Recreation Summit in Smiths Falls on November 14.
- Elected to board for the Rural Recreation Association.
- Madison Moore and Connor Cunningham attended the Water Testing Course in Ottawa at the end of July. Madison and Connor both passed the exam and are certified to water test our facilities.
- Connor Cunningham attended the Playground Practitioner Course the week of May 20 in Havelock, Ontario. Connor passed the final exam and is now certified to inspect our playgrounds.



Kathleen Cole, Parks, Recreation
& Facilities Manager



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2025-001

REPORT TO COUNCIL: January 13, 2025

RE: Building Department Activity Summary

AUTHOR: Karen Morrell, CBO, CBCO

RECOMMENDATION:

THAT Council receive the Building Department Activity Report for December 2024 for information.

BUILDING DEPARTMENT ACTIVITY SUMMARY:

December 2024	Permit Number	Cost of Project	Permit Cost	Type of Permit
11/12/2024	2024-0116	\$ 70,000.00	\$ 3945.00	SFD
09/12/2024	2024-0117	\$ 58,000.00	\$ 640.00	Detached Garage
11/12/2022	2024-0118	\$ 2,000.00	\$ 164.00	Renovation
December 2024 TOTAL		\$ 760,000.00	\$ 4,749.50	
2024 TOTAL		\$ 9,961,552.00	\$ 89,699.07	

December 2023	Permit Number	Cost of Project	Permit Cost	Type of Permit
*17/05/2023 Conditional permit issued	2023-7807	\$ 35,000.00	\$ 4,823.00	Detached garage – (conditional to dwelling fee being paid upfront & signing agreement to construct dwelling within 2yrs)
07/12/2023	2022-7800	\$ 150,000.00	\$ 576.00	Warehouse expansion
08/12/2023	2023-7858	\$ 660,000.00	\$ 10,993.00 waived	Ice rink & tennis court
December 2023 TOTAL		\$ 845,000.00	\$ 16,392.00	
2023 TOTAL		\$ 36,148,801.00	\$ 140,332.63	

AUGUSTA TOWNSHIP

Inspections performed in December; 18
MPAC Finals for December; 5

Permits issued in December; 3
MPAC Occupancies for December; 2


Monthly reports submitted to MPAC, Statistics Canada, Tarion and CMHC for December 2024.

Permits issued in 2024; 121

Permits issued in 2023; 126



Karen Morrell, CBO



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2025-003
REPORT TO COUNCIL: January 13, 2025
RE: Ontario Fire Marshal Office- Fire Protection Grant
AUTHOR: Fire Chief Rob Bowman

RECOMMENDATION:

THAT Council accept this report for information.

PURPOSE:

To keep Council informed on the grant status of Augusta Fire Rescue.

BACKGROUND:

In December 2024, we received notification that Augusta Fire Rescue was awarded \$16,460.90 for the Ontario Fire Marshal Office - Fire Protection Grant.

This grant provides all provincial fire departments with funding to support projects targeting cancer prevention initiatives for firefighters. This is the first year of 3 that the grant will be offered to fire departments.

We will be applying for the grant in the next two years as well.

ANALYSIS:

While we applied for funding for 50 particulate blocking balaclavas and 16 spare SCBA straps and padding for a total of \$35,154.30, we were only approved for \$16,460.90.

After speaking with our Officers, we will be using the grant money to purchase the SCBA straps and padding. While the additional balaclavas would be beneficial, we believe the SCBA straps and padding are more beneficial right now.

Our new SCBA that we purchased in 2022 came with removable straps and padding to allow our firefighters to wash them to remove any dirt/debris and cancer-causing particulates that may be on them from use. Purchasing a new set of SCBA straps and padding will allow us to remove the straps and padding when dirty and replacing them with clean ones right away, ensuring that our SCBA are not out of service and ready to be used.

AUGUSTA TOWNSHIP



FINANCIAL CONSIDERATIONS:

New straps are: \$1,225.00 each and new padding is: \$110.00 for a total of \$1,335.00 per set.

While this grant will assist us in purchasing 12 straps and padding, we will be asking for additional funding (\$4,899.10) as part of the 2025 budget process to purchase the remaining 4 required so that all SCBA straps are able to be replaced.

Handwritten signature of Robert Bowman in black ink.

Robert Bowman, Fire Chief

Handwritten signature of Shannon Geraghty in black ink.

Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2025-004

REPORT TO COUNCIL: January 13, 2025

RE: Purchase New Electric Extrication Tools

AUTHOR: Robert Bowman, Fire Chief

RECOMMENDATION:

THAT Council set aside the Procurement Policy, By-Law 3423-2019, to sole source new electric extrication tools (cutter, spreader, and ram) for Station 2 from Code 4 with an upset limit of \$55,485 plus HST.

PURPOSE:

To replace our extrication tools at Station 2 with new electric jaws of life tools, to match those purchased for Station 1 last year.

BACKGROUND:

Hydraulic extrication tools were purchased 20 years ago as that was what was available, however today we have many more options to choose from. Hydraulic extrication tools use fluid under high pressure, which can pose a safety risk in the event of a leak or rupture and could cause environmental contamination. Our current tools operate at 10,500psi and even a small pin hole could cause serious injury to a firefighter, patient or other first responder that may be at a scene.

Electric extrication tools do not have hoses or pumps that need to be started making them easier to transport and handle during emergency situations. This can contribute to faster response times and more efficient extrication efforts. Electric extrication tools also operate more quietly than hydraulic ones. Reduced noise levels can improve communication on the rescue scene, enhance the rescuers' ability to hear important instructions or signals, and minimize potential hearing damage.

Electric extrication tools do not require as much maintenance as hydraulic extrication tools, which can reduce maintenance costs and avoid extend downtime for maintenance, ensuring that equipment is ready for use when needed.

Electric tools offer improved performance in terms of speed, strength, precision, and control. This can be crucial in emergency situations where quick and precise action is required for successful extrication.

Purchasing new electric extrication tools will enhance safety, efficiency, and environmental responsibility while addressing the specific challenges posed by the much stronger materials used in new vehicles and growing prevalence of electric vehicles on the road.

AUGUSTA TOWNSHIP

We have had discussions with the manufacturer and maintenance company of our current hydraulic tools, and they feel that we could sell our current tools for approximately \$5,000.

ANALYSIS:

Schedule A to By-Law 3423-2019, being the Township Procurement Policy, under General Conditions states;

k)Notwithstanding the provisions in this By-Law, where a Department Head or Manager or Council deems it necessary or in the best interests of the Township to acquire goods or services from a particular source, where a good or service is available from one source only or the extension of an existing contract would prove more cost-effective or beneficial, Council may pass a resolution to approve the procurement of the goods or services from that particular source, without using any of the procurement processes.

We are asking to set aside the Procurement Policy for a sole source as the company that sells the equipment is expecting a very large price increase in early 2025. They have acquired 10 sets to sell at the previous price. This price is locked in until January 31, 2025.

We are asking to purchase the same units that we did last year for Station 1 to allow for seamless transition, ease of use, minimal training required and prevent any delays due to familiarization issues at emergency vehicle extrication incidents.



AUGUSTA TOWNSHIP

POLICY IMPLICATIONS:

An exemption from the Procurement Policy is required to allow this purchase to be sole sourced.

FINANCIAL CONSIDERATIONS:

The Augusta Firefighters Association will be donating \$23,000 towards the purchase of these tools as well as Chevron Construction has donated \$5,000. The current equipment should sell for approximately \$5,000. This leaves approximately \$24,000 for the Township portion, which is included in the capital budget for the Fire Service in 2025.

OPTIONS:

Option 1: THAT Council set aside the Procurement Policy, By-Law 3423-2019, to sole source new electric extrication tools (cutter, spreader, and ram) for Station 2 from Code 4 with an upset limit of \$55,485 plus HST

Option 2: THAT Council requests the Chief go to RFP for new electric extrication tools.

CONSULTATION:

Code 4



Robert Bowman, Fire Chief



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP

REPORT NUMBER: 2025-005
REPORT TO COUNCIL: January 13, 2025
RE: Award – New ½ Ton Truck RFP 2024-011
AUTHOR: Rob Bowman, Fire Chief

RECOMMENDATION:

THAT Council authorize the CAO to proceed with the purchase of a new 2024 F-150 Crew Cab 4X4, Gas Engine truck from James Braden Ford LTD as per RFP No. 2024-011 prior to approval of the 2025 Budget in the amount of \$61,474.50 plus H.S.T.

BACKGROUND:

This vehicle is for the new Municipal Enforcement Officer position.

ANALYSIS:

We received four submissions for the new ½ ton truck.

The following bids were submitted:

- Myers Kemptville Chevrolet Buick GMC LTD
\$53,790.00 plus H.S.T.
- James Braden Ford
\$61,474.50 plus H.S.T.
- Riverside Motors Prescott- did not meet the requirements.
\$55,245.00 plus H.S.T.
- Gananoque Motors LTD
\$54,083.52 plus H.S.T.

According to the proposal submitted and confirmed, the F-150 from James Braden Ford is available for immediate possession, which would save us in mileage expenses while waiting for a new vehicle to be delivered and allow us to get the equipment installed to assist in allowing our new employee to commence his position in the safest possible way.

Should Council not approve the recommendation, based on costs the vehicle from Myers Kemptville would be the cheapest, in addition meet all the requirements but would not be available until April 2025.

AUGUSTA TOWNSHIP

While the proposal asked for pricing on new and used half tons and full-size SUV's, we only received pricing on new half tons, and we can only assume that is because it is the best deal for municipalities due to the discounts and warranty available. Staff looked online for used vehicles that met our requirements and while there was a few that met our requirements, they had higher mileage, very limited warranty remaining, no municipal discounts and the additional warranty purchase would have put them priced nearly equal or higher than the new vehicles.

FINANCIAL CONSIDERATIONS:

As part of the 2025 budget process, we are asking Council for \$35,000 in the Fire budget and \$35,000 in the By-Law budget to be allocated towards the purchase of the new truck. The net cost of either purchase is below the estimate in the budget.



Robert Bowman, Fire Chief



Shannon Geraghty, CAO

AUGUSTA TOWNSHIP



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3750-2025

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF ROAD MAINTENANCE AGREEMENT WITH THE TOWNSHIP OF EDWARDSBURGH CARDINAL

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29 provides that local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highways forming the boundary line; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29.1 (1) provides that if municipalities having joint jurisdiction over a boundary line highway enter into any agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29.1 (2) provides that if municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

WHEREAS the Council of the Corporation of the Township of Augusta deems it advisable to enter into an agreement for road maintenance with the Township of Edwardsburgh Cardinal;

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

1. The Mayor and Deputy Clerk are hereby authorized to execute the Road Maintenance Agreement attached hereto as Schedule "A" on behalf of the Township of Augusta, and it shall form part of this By-Law.
2. That all other By-Laws previously passed that are inconsistent with the provisions of this By-Law are hereby repealed.
3. That this By-Law shall come into force and take effect upon passing.

Read a first, second and third time this 13th day of January, 2025.

MAYOR

DEPUTY CLERK

AUGUSTA TOWNSHIP



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3751-2025

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF ROAD MAINTENANCE AGREEMENT WITH THE TOWNSHIP OF MERRICKVILLE WOLFORD

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29 provides that local municipalities on either side of a boundary line between municipalities have joint jurisdiction over any highways forming the boundary line; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29.1 (1) provides that if municipalities having joint jurisdiction over a boundary line highway enter into any agreement under which each municipality agrees to keep any part of the highway in repair for its whole width and to indemnify the other municipality from any loss or damage arising from the lack of repair for that part, the agreement and a copy of the by-law authorizing the agreement may be registered in the proper land registry office for the area in which the highway is located; and

WHEREAS the Municipal Act 2001, SO 2001, c. 25, Section 29.1 (2) provides that if municipalities enter into an agreement under subsection (1), each municipality has jurisdiction over that part of the highway that it has agreed to keep in repair and is liable for any damages that arise from failure to keep the highway in repair and the other municipality is relieved from all liability in respect of the repair of that part.

WHEREAS the Council of the Corporation of the Township of Augusta deems it advisable to enter into an agreement for road maintenance with the Township of Merrickville Wolford;

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

1. The Mayor and Deputy Clerk are hereby authorized to execute the Road Maintenance Agreement attached hereto as Schedule "A" on behalf of the Township of Augusta, and it shall form part of this By-Law.
2. That all other By-Laws previously passed that are inconsistent with the provisions of this By-Law are hereby repealed.
3. That this By-Law shall come into force and take effect upon passing.

Read a first, second and third time this 13th day of January, 2025.

MAYOR

DEPUTY CLERK

AUGUSTA TOWNSHIP



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3752-2025

A BY-LAW TO REPEAL BY-LAW 3431-2019

WHEREAS on July 15, 2019 Council passed a By-Law to appoint a drainage inspector;

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

1. That By-Law 3431-2019 is hereby repealed.
2. This By-Law shall come into force and effect upon the date of the final passing thereof.

Read a first and second time this 13th day of January, 2025.

Read a third time and passed this 13th day of January, 2025.

MAYOR

DEPUTY CLERK

AUGUSTA TOWNSHIP



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3753-2025
BEING A BY-LAW TO APPOINT A MUNICIPAL ENFORCEMENT OFFICER FOR THE
TOWNSHIP OF AUGUSTA**

WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 11 (2) (7) allows for a municipality to pass By-Laws for services and things that the municipality is authorized to provide under subsection (1);

AND WHEREAS the Police Services Act, RSO 1990 authorizes the Council of any municipality to appoint a municipal By-Law Enforcement Officer to enforce the By-Laws of the municipality;

AND WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 11 (3) (9) allows for a municipality to pass By-Laws pertaining to Animals under the spheres of jurisdiction;

WHEREAS Part III section 27 of By-Law 2399-2000 requires that a Property Standards Officer be appointed for the administration and enforcement of By-Law 2399-2000 for Residential Rental Property in the Township of Augusta

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

1. Chad Belanger is hereby appointed as a By-Law Enforcement Officer, Canine Control Officer and Rental Property Standards Officer (collectively known as the Municipal Enforcement Officer) for the Township of Augusta.
2. That this By-Law shall be in full force and effect upon the date of passing.
3. That By-Laws 3680-2024, 3683-2024 and 3727-2024 are hereby repealed.
4. That any and all By-Laws or portions thereof conflicting with this By-Law are hereby repealed.

Read a first, second, and third time and finally passed this 13th day of January, 2025.

MAYOR

DEPUTY CLERK

AUGUSTA TOWNSHIP



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3754-2025

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE OFFICE OF THE FIRE MARSHAL

WHEREAS the Municipality of Augusta wishes to enter into an Agreement in order to participate in the Fire Protection Grant;

AND WHEREAS the Municipality acknowledges that funds received through the Agreement must be used for firefighter health and safety, specifically cancer prevention measures and minor infrastructure updates;

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

1. **THAT** the Mayor and the Deputy Clerk are hereby authorized to execute on behalf of the Township of Augusta this Municipal Funding Agreement for the Transfer of Ontario Fire Safety funds between His Majesty the King in Right of Ontario as represented by the Office of the Fire Marshal and Augusta Township as in Schedule A attached hereto.
2. **THAT** Schedule A shall form part of this By-Law.

READ a first, second, and third time and finally passed this 13th day of January, 2025

MAYOR

DEPUTY CLERK

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “Province”)

- and -

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clarke

Title: Deputy Fire Marshal

Date

Name:

Title:

I have authority to bind the Recipient

Date

Name:

Title:

I have authority to bind the Recipient

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

- A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
 - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

TP Agreement – Shortened

Page 16 of 25

amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position:</p> <p>Address:</p> <p>Fax:</p> <p>Email:</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

SCHEDULE "D"

BUDGET

Funding will be provided to the
upon execution of this Agreement.

Funding will be provided to the
explicitly for the purchase of one, or a combination of, the items prescribed within the
listed summary in Schedule "C". Copies of all invoices and receipts for said items will
be provided to the Office of The Fire Marshal as part of the Report Back described in
Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025.
Subsequently, the funds must be spent by the municipality by the end of Provincial
Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE "F" REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.

AUGUSTA TOWNSHIP



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NO. 3755-2025

BEING A BY-LAW TO AUTHORIZE TEMPORARY BORROWING FROM TIME TO TIME TO MEET CURRENT EXPENDITURES DURING THE FISCAL YEAR ENDING DECEMBER 31, 2025

WHEREAS Section 407 of the Municipal Act, 2001, as amended, provides authority for a council by By-Law to authorize the head of council or the treasurer or both of them to borrow from time to time, such sums as the council considers necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year; and

WHEREAS the total amount which may be borrowed from all sources at any one time to meet the current expenditures of the Municipality, except with the approval of the Municipal Board, is limited by Section 407 of the Municipal Act, 2001;

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

1. The Head of Council or the Treasurer or both of them are hereby authorized to borrow from time to time during the fiscal year (hereinafter referred to as the current year) such sums as may be necessary to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the current year.
2. The lender(s) from whom amounts may be borrowed under authority of this By-Law shall be ROYAL BANK OF CANADA and such other lender(s) as may be determined from time to time by By-Law of Council.
3. The total amount which may be borrowed at any one time under this By-Law plus any outstanding amounts of principal borrowed and accrued interest under Section 407 together with the total of any similar borrowings that have not been repaid, shall not exceed from January 1st to September 30th of the current year, 50 percent of the total estimated revenues of the Municipality as set out in the budget adopted for the current year, and from October 1st to December 31st of the current year, 25 percent of the total of the estimated revenues of the Municipality as set out in the budget adopted for the current year or \$1,000,000, whichever is less.
4. The Treasurer shall, at the time when any amount is borrowed under this By-Law, ensure that the lender is or has been furnished with a certified copy of this By-Law, (a certified copy of the resolution mentioned in section 2 determining the lender,) if applicable, and a statement showing the nature and amount of the estimated revenues for the current year and also showing the total of any other amounts borrowed from any and all sources under authority of section 407 of the Municipal Act, 2001 that have not been repaid.
5. a) If the budget for the current year has not been adopted at the time an amount is borrowed under this By-Law, the statement furnished under section 4 shall show the nature and amount of the estimated revenues of the Municipality as set forth in the budget adopted for the previous year and the nature and amount of the revenues received for and on account of the current year.

AUGUSTA TOWNSHIP

- b) If the budget for the current year has not been adopted at the time an amount is borrowed under this By-Law, the limitation on borrowing set out in section 3 shall be calculated for the time being upon the estimated revenues of the Municipality as set forth in the budget adopted for the previous year less all revenues received for and on account of the current year.
- 6. For purposes of this By-Law the estimated revenues referred to in section 3, 4, and 5 do not include revenues derivable or derived from a) any borrowing, including through any issue of debentures; b) a surplus, including arrears of taxes, fees or charges; or c) a transfer from the capital fund, reserve funds or reserves.
- 7. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed under this By-Law, together with interest thereon, all or any of the moneys hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.
- 8. Evidence of indebtedness in respect of borrowings made under section 1 shall be signed by the Head of Council or the Treasurer or both.
- 9. The Bank shall not be responsible for establishing the necessity of temporary borrowing under this By-Law or the manner in which the borrowing is used.
- 10. This By-Law shall take effect at time of passing.

Read a first and second time this 13th day of January, 2025.

Read a third time and passed this 13th day of January, 2025.

MAYOR

DEPUTY CLERK

AUGUSTA TOWNSHIP



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3756-2025

BEING A BY-LAW TO AUTHORIZE AN INTERIM LEVY IN ADVANCE OF THE ADOPTION OF THE ESTIMATES FOR 2025

WHEREAS Section 317 (1) of the Municipal Act, S.O. 2001, c.25, provides that the Council of a local municipality, before the adoption of the estimates for the year, may pass a By-Law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes;

AND WHEREAS Section 317(3) of the Municipal Act, S.O. 2001, c.25, provides that the total amount levied on a property shall not exceed the prescribed percentage, or 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year, and that for the purposes of calculating the total amount of taxes for the previous year, if any taxes for municipal and school purposes were levied on a property for only part of the previous year because assessment was added to the tax roll during the year, an amount shall be added equal to the additional taxes that would have been levied on the property if the taxes for municipal and school purposes had been levied for the entire year;

AND WHEREAS the Council of the Corporation of the Township of Augusta deems it advisable to authorize an interim levy in advance of the adoption of the estimates for 2025.

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

1. A separate tax rate equal to fifty per cent of the 2024 tax rate is hereby imposed upon the assessment in each property tax class for the purposes of collecting the 2025 interim levy, provided that taxes billed for any property will not exceed fifty per cent of taxes billed in 2024, except in accordance with Section 317 (3) of the Municipal Act, S.O. 2001, c.25.
2. The due date for payment of taxes under this By-Law shall be the last working day in March 2025, specifically Monday, March 31, 2025.
3. The Treasurer, not later than 21 days prior to the date that the Interim Installment is due, shall mail or cause to be mailed to the address of the residence or place of business of each person a notice setting out the tax payment or payments required to be made pursuant to this By-Law, the date by which they are to be paid to avoid penalty and the particulars of the penalties imposed by this By-Law for late payments.
4. A failure to receive the aforesaid notice in advance of the date for payment of the interim levy or any installment does not affect the timing of default or the date from which interest shall be imposed.
5. A percentage charge of 1.25% per month shall be imposed as a penalty for non-payment of and shall be added to every tax installment or part thereof remaining unpaid on the first day following the last day for payment of each such installment and thereafter an additional charge of 1.25% shall be imposed and shall be added to every tax installment or part thereof remaining unpaid on the first day of

AUGUSTA TOWNSHIP

each calendar month in which default continues up to and including December, 2025. Interest on arrears of taxes is at the rate of 1.25% per month.

- 6. Where arrears of taxes exist, any payment toward taxes received shall first be applied against penalty and interest and then arrears until fully paid, before being applied to current taxes.
- 7. Taxes shall be payable to the Township of Augusta and shall be paid to the Treasurer at the Township Office, 3560 County Road 26, Prescott, Ontario, by mail or in person. Taxes may also be paid through a financial institution, to the credit of the Township of Augusta, either directly, by telephone, internet, or the preauthorized payment plan.
- 8. This By-Law shall come into force and take effect upon final reading.

Read a first and second time this 13th day of January, 2025.

Read a third time and passed this 13th day of January, 2025

MAYOR

DEPUTY CLERK

AUGUSTA TOWNSHIP



THE CORPORATION OF THE TOWNSHIP OF AUGUSTA BY-LAW NUMBER 3757-2025

A BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL OF THE TOWNSHIP OF AUGUSTA AT ITS MEETING HELD ON JANUARY 13, 2025

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 January 13, 2025 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 13th day of January, 2025.

MAYOR

DEPUTY CLERK