



Corporation of The Nation Municipality

Agenda, Regular Council Meeting #2024-15

August 12, 2024, at 4:30 p.m., at the Town Hall, 958 route 500 West, Casselman, ON

Chair: Francis Brière, Mayor

Video: streamed live on [The Nation's YouTube channel](#).

Scheduled agenda items:

- 4:30 p.m.: Closed session
- 5:00 p.m.: Public zoning meeting

Agenda

1. Roll Call

2. Additions and Modifications

3. Adoption of the Agenda

Motion to approve the agenda as presented.

4. Disclosure of Pecuniary Interest

5. Adoption of Council Minutes

5.1 Minutes of the following Council meetings:

- Special Council meeting held on June 24, 2024, meeting to consider the Engineer's report for the Donat Laflèche Municipal Drain
- Regular Council meeting held on June 24, 2024

Motion to approve the following Minutes as presented.

6. Presentations, Delegations, and Petitions

7. Consent Items

All items listed under the Consent Items will be enacted by one motion. A majority vote is required for the adoption of consent items. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion that a consent item is to be separated from the motion. The separated item(s) shall be considered immediately thereafter.

Motion that all items listed under 7. Consent Items be received and approved as presented.

7.1 Clerk

7.1.1 South Nation Conservation, Minutes of Board of Directors meetings held on May 16th and June 20th, 2024

7.1.2 Heritage and Culture Steering Committee, Minutes of meeting held on May 21, 2024

7.2 Drains

7.2.1 Dignard Municipal Drain, Recommendation to appoint an engineer under section 78(1) of the Drainage Act

7.2.2 Report of the Superintendent of Drainage for the month of June 2024

7.2.3 Report TP-05-2024 Request for Maintenance on Rémi Gauthier Municipal Drain

7.2.4 Resolution to appoint a representative to the Court of Revision for the Louis Claude Municipal Drain

7.3 Fire Department

7.3.1 Report NFD-06-2024 Community Risk Assessment

7.3.2 Report NFD-08-2024 Update on the purchase of a pumper/rescue truck

7.4 Finance

7.4.1 Report F-18-2024 Results for the months of January to July 2024

7.5 Recreation

7.5.1 Report RE-11-2024 Limoges Community Day Bar Profits

7.5.2 Request of support for a liquor licence application for an event to be held at the Rodolphe Latreille Park

7.6 Accounts payable voucher

Motion to approve accounts payable from July 1st, 2024 to August 15th, 2024, voucher 21, for the total amount of **\$4,055,221.08**.

7.7 Other

7.7.1 South Nation Conservation Authority, Drinking Water Source Protection Annual Update

7.7.2 AMO's request for a motion regarding the current health care crisis in Ontario

7.7.3 Noise exemption request, Denis Champagne

7.7.4 Request for support for a liquor licence application, *Ferme Albert Forgues*

8. Reports from Departments and Council Committees

8.1 Clerk

8.1.1 Report CL-13-2024 Fireworks By-law update

Motion to receive report CL-13-2024 as presented.

8.1.2 Report CL-11-2024 Special Events on Roadways Policy

Motion to approve the report as presented and to adopt the policy PW-2024-01, regarding Road Use/Closures for Special Events, as presented.

8.2 Fire Department

8.2.1 Report NFD-07-2024 Automatic Aid Agreement with the City of Clarence-Rockland

Proposed motion:

Whereas The Nation council approved a plan to relocate the equipment and personnel from the Fournier Fire Station,

And whereas it is necessary to design a new response area to provide fire services to the residents of the affected areas,

And whereas the Nation municipality and the City of Clarence-Rockland already have signed an automatic aid agreement to cover the area north of the Belanger bridge for a period of 5 years,

Be it resolved that the Mayor and Clerk of The Nation Municipality be authorized to sign an automatic aid agreement with the City of Clarence-Rockland as per attached by-law number 114-2024.

8.3 Water and Sewer

8.3.1 Report WS-11-2024 Private connection on transmission watermain

Proposed motion:

Whereas a Policy regarding private connection on the Transmission Watermain will provide clarity and consistency in the administration of private connections, benefiting both the municipality and the residents;

Be it resolved that Council formally adopt and implement the newly developed Policy concerning private connections to the Transmission Watermain withing The Nation Municipality.

8.4 Finance

8.4.1 Report F-16-2024 St-Isidore Loan Renewal for New Water Source Debenture

Motion That Council approves the renewal of PR11 with Desjardins Ontario for a final 5-year term at a rate of 5.29%.

8.4.2 Report F-17-2024 Policy overview, procurement of goods and services, sale of land and disposal of non-land assets

Motion to receive report F-17-2024 as presented.

8.5 Planning

8.5.1 Report ENG-03-2024 Modification to resolution #250-2024 regarding a noise exemption by-law #65-2000 for mandatory night construction work for Via Rail

Motion to approve the amendment to resolution #250-2024 to allow the extension of authorized period for night construction up to August 31st, 2024.

8.6 Recreation

8.6.1 Report RE-12-2024 Update on Public Consultation Meeting regarding the Mural in St-Isidore.

Motion to receive report RE-12-2024 as presented.

9. Reports from an Investigator or the Ombudsman

10. Notices of Motion

11. Resolutions

11.1 Motion that Council approve all recommendations listed on the agenda under item #8. Reports from departments and Council Committees, as presented.

11.2 Sponsorship Invitation, Bruno Gendron Open Golf Tournament

Motion that Council approves giving a sponsorship of \$_____ to the Bruno Gendron Open Golf Tournament.

11.3 Donation request, Precott-Russell Victim Services Touch-a-Truck event

Motion that Council approves giving a donation of \$_____ to Prescott-Russell Victim Services.

11.4 Donation request, Limoges ball tournament Breast Cancer Fund Raiser

Motion that Council approves giving a donation of \$_____ to the Limoges ball tournament Breast Cancer Fund Raiser

11.5 Sponsorship Invitation, Limoges Fire Association Golf Tournament

Motion that Council approves giving a sponsorship of \$ _____ to the Limoges Fire Association Golf Tournament.

12. By-laws

12.1 By-law #103-2024 Procurement policy

12.2 By-law #104-2024 Disposal of assets policy

12.3 By-law #105-2024 Sale of land policy

12.4 By-law #106-2024 To appoint an engineer for the Dignard Municipal Drain

12.5 By-law #107-2024 Amendment to zoning By-law #2-2006, 3853 Concession Rd. 20, Former Township of Plantagenet

12.6 By-law #108-2024 Amendment to zoning By-law #2-2006, 2080 Concession Rd. 10, Former Township of Plantagenet

12.7 By-law #109-2024 Fireworks and Flying Lanterns By-law, repeal 115-2021 and 27-2022

12.8 By-law #111-2024 To appoint Guy Prévost as Lottery Licensing Officer

12.9 By-law #113-2024 Part lot control, several lots in the County of Russell

12.10 By-law #114-2024 Automatic aid agreement with Clarence-Rockland Fire Services

Motion that the By-laws below, as described on the August 12, 2024 agenda, be read and adopted in first, second and third reading:

- By-law #103-2024 Procurement policy
- By-law #104-2024 Disposal of assets policy
- By-law #105-2024 Sale of land policy
- By-law #106-2024 To appoint an engineer for the Dignard Municipal Drain
- By-law #107-2024 Amendment to zoning By-law #2-2006, 3853 Concession Rd. 20, Former Township of Plantagenet
- By-law #108-2024 Amendment to zoning By-law #2-2006, 2080 Concession Rd. 10, Former Township of Plantagenet
- By-law #109-2024 Fireworks and Flying Lanterns By-law, repeal 115-2021 and 27-2022
- By-law #111-2024 To appoint Guy Prévost as Lottery Licensing Officer
- By-law #113-2024 Part lot control
- By-law #114-2024 Automatic aid agreement with Clarence-Rockland Fire Services

13. New Business Reports

14. Other Business presented by Council Members

15. Public Consultations & Hearings

16. Announcements

17. Strategic Discussion

18. Closed Session

18.1 Minutes of Closed Session held on June 24, 2024

18.2 Report PLA-10-2024 regarding labour relations involving an identifiable individual

Section 239(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

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

(d) labour relations or employee negotiations;

18.3 Verbal report regarding labour relations

Section 239(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(d) labour relations or employee negotiations;

18.4 Verbal report regarding a potential litigation with a corporation

Section 239(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

18.5 Verbal report regarding a potential land disposition

Section 239(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

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

19. Confirming By-law

20. Notice of public meeting

21. Adjournment



**The Corporation of The Nation Municipality
Special Council Meeting**

*Meeting to Consider the Engineer's Report
Donat Laflèche Municipal Drain*

Minutes

Meeting Information

Meeting Number: 2024-14.1

Type: Special

Date: June 24, 2024

Time: 3:30 p.m.

Location: Town Hall, 958 route 500 West, Casselman, Ontario

Chair: Francis Brière, Mayor

Prepared by: Julie Langlois-Caisse, Administrative Assistant

Revised by: Aimée Roy, Clerk

Video: The recording of the meeting is available for viewing on [The Nation's YouTube channel](#).

Scheduled Agenda Items: None

Presence of Council Members

Mayor Francis Brière, yes

Councillor ward 1 Tim Stewart, yes

Councillor ward 2 Alain Mainville, yes

Councillor ward 3 Danik Forgues, yes

Councillor ward 4 Raymond Lalande, yes

Councillor ward 5 Daniel Boisvenue, yes

Councillor ward 6 Marjorie Drolet, yes

Presence of Municipal Staff

Pierre Leroux, CAO
 Aimée Roy, Clerk
 Julie Langlois-Caisse, Administrative Assistant
 Marc-Olivier Gratton, Civil Engineer
 Marc Legault, Director of Public Works

Presences of Guests

Monica Shade, Engineer, Shade Group Inc.

Agenda Items

1. Call to order

Resolution: 253-2024

Moved by: Tim Stewart

Seconded by: Daniel Boisvenue

Be it resolved that the present meeting be opened.
 Carried

2. Changes and Additions to Agenda

3. Adoption of Agenda

Resolution:254-2024

Moved by: Marjorie Drolet

Seconded by: Danik Forgues

Be it resolved that the agenda be accepted, including the modifications made forthwith, as applicable.

Carried

4. Disclosure of Conflict of Interest

None

5. Closed session

6. Consent items

7. Receiving of Monthly Reports from the Appointed Municipal Officials

7.1 Engineer's Report, Donat Laflèche Drain

8. Notice of Proposed Motions

9. Unfinished Business from Previous Meetings

10. Delegations

11. Municipal By-laws

11.1 By-law 89-2024, Engineer's Report, Donat Laflèche Drain

Resolution:255-2024

Moved by: Alain Mainville

Seconded by: Tim Stewart

Be it resolved that By-law #89-2024, to adopt the Engineer Report regarding the Donat Laflèche Municipal Drain proposed partial realignment, under section 78(5) of the Drainage Act, as presented on the June 24, 2024 agenda, be read a first and second reading.

Carried

12. Other Business

13. Confirming By-law

Resolution:256-2024

Moved by: Raymond Lalande

Seconded by: Danik Forgues

Be it resolved that By-law no.101-2024 to confirm the proceedings of Council at its special meeting of June 24, 2024, be read and adopted in 1st, 2nd and 3rd reading.

Carried

14. Adjournment

Resolution:257-2024

Moved by: Alain Mainville

Seconded by: Marjorie Drolet

Be it resolved that the present meeting be adjourned at **3:43 p.m.**

Carried

Francis Brière, Mayor

Aimée Roy, Clerk



The Corporation of The Nation Municipality Minutes

Meeting Information

Meeting Number: 2024-14.2

Type: Regular

Date: June 24, 2024

Time: 4:30 p.m.

Location: Town Hall, 958 route 500 West, Casselman, Ontario

Chair: Francis Brière, Mayor

Prepared by: Julie Langlois-Caisse, Administrative Assistant

Revised by: Aimée Roy, Clerk

Video: The recording of the meeting is available for viewing on [The Nation's YouTube channel](#).

Scheduled Agenda Items:

4:30 p.m.: Closed session

5:00 p.m.: 10.1 Delegation Prescott Russell Recreational Trail

5:30 p.m.: Public Zoning Meeting

Presence of Council Members

Mayor Francis Brière, yes

Councillor ward 1 Tim Stewart, yes

Councillor ward 2 Alain Mainville, yes

Councillor ward 3 Danik Forgues, yes

Councillor ward 4 Raymond Lalande, yes

Councillor ward 5 Daniel Boisvenue, yes

Councillor ward 6 Marjorie Drolet, yes

Presence of Municipal Staff

Pierre Leroux, CAO

Aimée Roy, Clerk

Julie Langlois-Caisse, Administrative Assistant

Nicholas Pigeon, Director of Water and Wastewater

Marc-Olivier Gratton, Civil Engineer

Nadia Knebel, Treasurer

Amélie Deschamps, Communications and marketing coordinator

Guylain Laflèche, Director of Planning

Marc Legault, Director of Public Works

Mario Villeneuve, Fire Chief

Justin Lafrance, Deputy Director of Recreation

Carol Ann Scott, Director of Recreation

Presence of guests

Eric Collard, Prescott-Russell Recreational Trail

Agenda Items

1. Call to order

Resolution:258-2024

Moved by: Raymond Lalande

Seconded by: Danik Forgues

Be it resolved that the present meeting be opened.

Carried

2. Changes and Additions to Agenda

Additions:

6.3.6 Chantal Brisson, Request for an exemption to the noise by-law

7.6.1 Report TP-10-2024 Land Clearing Innovation Phase 2

12.1 Fun Run Request, Boboul Family Day committee

Item removed from consent items:

6.5.5 South Nation Conservation, Memo regarding Wetland Mapping, Ontario Regulation 41/24

3. Adoption of Agenda

Resolution:259-2024

Moved by: Marjorie Drolet

Seconded by: Alain Mainville

Be it resolved that the agenda be accepted, including the modifications made forthwith, as applicable.

Carried

4. Disclosure of Conflict of Interest

None

5. Closed session

Adjournment for closed session

Resolution:260-2024

Moved by: Raymond Lalande

Seconded by: Tim Stewart

Be it resolved that the present meeting be adjourned at **4:32 p.m.** for a closed session under the following section(s) of the municipal Act, 2001:

Section 239(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

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

(d) labour relations or employee negotiations;

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

Carried

Re-opening after closed session

Resolution:261-2024

Moved by: Danik Forgues

Seconded by: Marjorie Drolet

Be it resolved that the present meeting be re-opened at **5:13 p.m.**

Carried

5.1 Minutes of Closed session held on June 3, 2024

5.2 Pierre Leroux, CAO

5.2.1 Verbal report regarding an identifiable individual

Section 239(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

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

(d) labour relations or employee negotiations;

5.2.2 Update on a negotiation

Section 239(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

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

6. Consent items

6.1 Minutes of previous Council meetings

6.1.1 Minutes of the following council meetings:

- Regular Council meeting held on June 3, 2024
- Special Council meeting held on June 13, 2024

6.2 Minutes of Council committee meetings

6.3 Reports from municipal staff and third parties

Building

6.3.1 Building permit statistics report, May 2024

Drains

6.3.2 Report of the Superintendent of Drainage, May 2024

6.3.3 Report Drainage-04-2024 Request for maintenance on the McLeod Creek Municipal Drain

Other

6.3.4 Request for an exemption to the noise By-law, Penny Collier

6.3.5 Request for an exemption to the noise By-law, Paul Sauvé

6.3.6 Request for an exemption to the noise By-law, Chantal Brisson

6.4 Accounts payable voucher

6.5 Correspondence

6.5.1 AMO Watchfile

6.5.2 Prescott-Russell Homelessness prevention Newsletter

6.5.3 Resolutions regarding Sustainable infrastructure funding for small rural municipalities

6.5.4 South Nation Conservation, Board of Directors meeting minutes, April 18, 2024

6.5.6 Town of Cochrane, Resolution regarding a return to combined ROMA and OGRA Conference

6.5.7 City of Belleville, Resolution in support of family doctors

6.5.8 Municipality of Mattawan, Resolution regarding the possession, breeding and use of non-native (“exotic”) wild animals and license zoos

6.5.9 Resolutions regarding Increased funding to libraries and museums

Resolution:262-2024

Moved by: Danik Forgues

Seconded by: Daniel Boisvenue

Be it resolved that the following items, as identified under the consent items category on the regular meeting agenda of June 24, 2024 be received and adopted:

- **6.1.1** Resolution to adopt the minutes of the following Council meetings:
 - Regular Council meeting held on June 3rd, 2024
 - Special Council meeting held on June 13, 2024
- **6.3.1** Resolution to receive the building permit statistics report for the month of May 2024
- **6.3.2** Resolution to receive the report of the Superintendent of drainage for the month of May 2024.
- **6.3.3** Resolution to approve the owner’s request, at part of lot 9, Concession 9, in the former Township of Caledonia, for the maintenance of the McLeod Creek Municipal Drain, under section 74 of the Drainage Act.
- **6.3.4** Resolution to approve an exemption to the noise By-law at the address mentioned in Penny Collier’s request for the following period:
 - **Starting on July 13, 2024 at 2:00 p.m. and ending on July 14, 2024 at midnight.**
- **6.3.5** Resolution to approve an exemption to the noise By-law at the address mentioned in Paul Sauvé’s request for the following period:
 - **Starting on July 20, 2024 at 2:00 p.m. and ending on July 21, 2024 at 1 a.m.**
- **6.3.6** Resolution to approve an exemption to the noise By-law at the address mentioned in Chantal Brisson’s request for the following period:
 - **Starting on July 27, 2024 at 8:00 p.m. and ending on July 28, 2024 at 1 a.m.**
- **6.4** Resolution to approve the accounts payable up to June 30th, 2024, voucher 20, for the total amount of **\$6,155,682.48**.
- **6.5** Resolution to receive all correspondence listed under item 6.5, exempt for item 6.5.5

Item removed from consent items:

6.5.5 South Nation Conservation, Memo regarding Wetland Mapping, Ontario Regulation 41/24

Adjournment for public zoning meeting

Resolution:263-2024

Moved by: Raymond Lalande

Seconded by: Alain Mainville

Be it resolved that the Council meeting be adjourned at 5:45 p.m. for a public meeting for zoning.

Carried

Reopening after public zoning meeting

Resolution:263-2024

Moved by: Raymond Lalande

Seconded by: Alain Mainville

Be it resolved that the Council meeting be re-convened at 5:53 p.m.

Carried

7. Receiving of Monthly Reports from the Appointed Municipal Officials

7.1 Nadia Knebel, Treasurer

7.1.1 Report F-15-2024 Budget Planning Process

Resolution:267-2024

Moved by: Danik Forgues

Seconded by: Daniel Boisvenue

Be it resolved that Council receives the report F-15-2024 regarding the 2025 budget process;

Be it also resolved that the following dates be approved for public meetings, as presented in the report, and added to the meeting calendar:

- September 16, 2024, public meeting for residents to present requests.
- October 21, 2024, delivery of preliminary budget
- November 6 and 7, 2024: public meetings for Council deliberations

Carried

7.1.2 Finalization and signature of 2023 Consolidated Financial Statements

Resolution:268-2024

Moved by: Alain Mainville

Seconded by: Marjorie Drolet

Whereas the draft audited consolidated financial statements for the year 2023 were presented to Council at its meeting of May 27, 2024;

And whereas Council had no questions on said report and the auditors made no changes to said report;

Now, therefore, be it resolved that Council receives the draft financial statements as presented to the May 27, 2024 Council meeting and approves the final report of the 2023 financial statements as submitted by the auditors.

Be it further resolved that Council approves the signing of the 2023 Consolidated Financial Statements for The Nation Municipality Corporation by the Mayor and Clerk as of June 4, 2024.

Carried

7.2 Nicholas Pigeon, Director of Water and Sewer

7.2.1 Report WS-10-2024, Water Masterplan

Resolution:269-2024

Moved by: Daniel Boisvenue

Seconded by: Marjorie Drolet

Be it resolved that Council receive report WS-10-2024 and approve that we award the contract for the preparation of the water master plan for the Village of Limoges to EXP Services Inc. for the total amount of \$101,743.56.

Be it also resolved that Council authorize the Mayor and the Clerk to sign the said agreement.

Carried

7.3 Guylain Laflèche, Director of Planning

7.3.1 Report ZBL-7-2023-3, zoning amendment 113-119 Ottawa Street

7.4 Aimée Roy, Clerk

7.4.1 Report CL-12-2024, Marriage Solemnization Services

Resolution:270-2024

Moved by: Marjorie Drolet

Seconded by: Raymond Lalande

Be it resolved that Council approve the recommendation as presented by the Clerk in report CL-12-2024.

Carried

7.5 Pierre Leroux, CAO

7.5.1 Report CAO-03-2024, new Council procedural By-law

7.6 Marc Legault, Director of Public Works

7.6.1 Report TP-10-2024 Land Clearing Innovation Phase 2

Resolution:271-2024

Moved by: Raymond Lalande

Seconded by: Marjorie Drolet

Be it resolved that Council approve the recommendation presented in report TP-10-2024 regarding the land clearing for Innovation phase 2.

Carried

8. Notice of Proposed Motions

9. Unfinished Business from Previous Meetings

10. Delegations

10.1 Prescott Russell Recreational Trail

11. Municipal By-laws

11.1 By-law #20-2024 to adopt the Engineer's report for the Ranger Municipal drain under Section 78(1) of the Ontario Drainage Act, **third reading**

11.2 By-law #75-2024 to adopt the Engineer's report for the Cross Creek Municipal drain under section 78(5) of the Ontario Drainage Act, **third reading**

Resolution:272-2024

Moved by: Alain Mainville

Seconded by: Danik Forgues

Be it resolved that the following By-laws be read in third reading and adopted, as presented on the June 24, 2024 agenda:

- **By-law #20-2024** to adopt the engineer's report for the Ranger Municipal Drain under Section 78(1) of the Ontario Drainage Act.
- **By-law #75-2024** to adopt the engineer's report for the Cross Creek Municipal Drain, under Section 78(5) of the Ontario Drainage Act.

Carried

11.3 By-law #37-2024 Zoning amendment, 113-119 Ottawa Street

11.4 By-law #81-2024 to appoint an engineer for examination of the area requiring drainage and prepare a report under section 8 of the Ontario Drainage Act

11.5 By-law #91-2024 Council procedural By-law and repeal By-law #19-2024

11.6 By-law #92-2024 to appoint **Danik Forgues** as Acting Mayor for the term of office of the present Council

- 11.7 By-law #94-2024 zoning amendment, part lot 26, Concession 2, former Cambridge
- 11.8 By-law #95-2024 zoning amendment Part of lot 30, Concession 6, Former Cambridge
- 11.9 By-law #96-2024 zoning amendment Part of lot 27, Concession 10, former Cambridge
- 11.10 By-law #97-2024 Part lot control, Cypress Street
- 11.11 By-law #98-2024 to enter into an agreement with the Association of Municipalities of Ontario for the Canada Community Building Fund
- 11.12 By-law #99-2024 Wedding solemnization fee and delegation
- 11.13 By-law #100-2024 Nomination to Animal Control Tribunal

Resolution:273-2024

Moved by: Alain Mainville

Seconded by: Daniel Boisvenue

Be it resolved that the By-laws below, as described on the June 24, 2024 agenda, be read and adopted in first, second and third reading:

- **By-law #37-2024** Zoning amendment, 113-119 Ottawa Street
- **By-law #81-2024** to appoint an engineer for examination of the area requiring drainage and prepare a report under section 8 of the Ontario Drainage Act
- **By-law #91-2024** Council procedural By-law and repeal By-law #19-2024
- **By-law #92-2024** to appoint Danik Forgues as Acting Mayor for the term of office of the present Council
- **By-law #94-2024** zoning amendment, part lot 26, Concession 2, former Cambridge
- **By-law #95-2024** zoning amendment Part of lot 30, Concession 6, Former Cambridge
- **By-law #96-2024** zoning amendment Part of lot 27, Concession 10, former Cambridge
- **By-law #97-2024** Part lot control, Cypress Street
- **By-law #98-2024** to enter into an agreement with the Association of Municipalities of Ontario for the Canada Community Building Fund
- **By-law #99-2024** Wedding solemnization fee and delegation

- **By-law #100-2024** Nomination to Animal Control Tribunal

Carried

12. Other Business

12.1 Fun Run Request, Boboul Family Day committee

Resolution:274-2024

Moved by: Marjorie Drolet

Seconded by: Daniel Boisvenue

Be it resolved that Council approve the request from the Boboul Family Day Committee to hold their "Fun Run:" activity on August 18, 2024 beginning at 11:00 a.m. as per the itinerary indicated in the request submitted to Council on June 24, 2024.

Be it resolved that The Nation Municipality assumes no responsibility for any claims and/or lawsuits resulting from these activities.

Carried

13. Confirming By-law

Resolution:275-2024

Moved by: Danik Forgues

Seconded by: Daniel Boisvenue

Be it resolved that By-law no.102-2024 to confirm the proceedings of Council at its regular meeting of June 24, 2024, be read and adopted in 1st, 2nd and 3rd reading.

Carried

14. Adjournment

Resolution:276-2024

Moved by: Raymond Lalande

Seconded by: Alain Mainville

Be it resolved that the present meeting be adjourned at **6:54 p.m.**

Carried

Francis Brière, Mayor

Aimée Roy, Clerk



BOARD OF DIRECTORS MEETING

Meeting No. 05/24
Thursday, May 16th, 2024 – 9:00 a.m.

Watershed Room, SNC



Directors Present:

Steve Densham, Stormont Dundas Glengarry, Chair
George Darouze, City of Ottawa
Catherine Kitts, City of Ottawa
Genevieve Lajoie, Prescott Russell
Linda Payant, City of Ottawa
Bill Smirle, Stormont Dundas Glengarry
Tom Smyth, Stormont Dundas Glengarry
François St. Amour, Prescott Russell
Deb Wilson, Leeds Grenville (*electronic participation*)
Adrian Wynands, Leeds Grenville, Vice Chair

Regrets:

Pierre Leroux, Prescott Russell
Mathew Luloff, City of Ottawa

Staff Present:

Carl Bickerdike, Chief Administrative Officer
Johanna Barkley, Director of Finance
Ronda Boutz, Secretary-Treasurer
Michelle Cavanagh, Team Lead, Special Projects
James Holland, Senior Planner
Sandra Mancini, Managing Director, Natural Hazards and Infrastructure
Alison McDonald, Managing Director, Approvals
Eric McGill, Corporate Counsel
John Mesman, Managing Director, Property, Conservation Lands and Community Outreach
Pat Piitz, Team Lead Property
Erin Thorne, Communications Specialist

Guests:

Owen Murdoch, Councillor's Assistant, City of Ottawa
Amanda Kristalovich, Councillor's Assistant, City of Ottawa
(*electronic participation*)



TRADITIONAL LAND ACKNOWLEDGEMENT

John Mesman, Managing Director, Property, Conservation Lands and Community Outreach, read an Indigenous land acknowledgement.

CHAIRS REMARKS

Steve Densham, Chair, called the SNC Board of Directors meeting of May 16th, 2024 to order at 9:00 a.m.

Chair Densham congratulated Alison McDonald, Managing Director, Approvals, on her new position as General Manager of Raisin Region Conservation Authority effective June 3, 2024.

APPROVAL OF SNC BOARD OF DIRECTORS MEETING AGENDA

RESOLUTION NO. BD-083/24

Moved by: Bill Smirle
Seconded by: Catherine Kitts

RESOLVED THAT:

The Members approve the May 16th, 2024 Board of Directors main and supplemental agendas as submitted.

CARRIED

DECLARATION OF CONFLICT OF INTEREST

There were no Declarations of Conflict of Interest.

SNC PROJECT UPDATE – POWERPOINT PRESENTATION

Staff presented project and program updates.

REQUEST FOR APPROVAL:

A. BOARD OF DIRECTORS MEETING MINUTES OF APRIL 18TH, 2024

RESOLUTION NO. BD-084/24

Moved by: Adrian Wynands
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Members approve the Board of Directors Meeting Minutes of April 18th, 2024 as submitted.

CARRIED

B. SNC COMMITTEE MEETING HIGHLIGHTS AND MINUTES OF:

- i. Joint Occupational Health and Safety Committee meeting minutes of April 4th, 2024
- ii. Watershed Advisory Committee meeting minutes of April 17th, 2024



RESOLUTION NO. BD-085/24

RESOLVED THAT:

Moved by: Genevieve Lajoie

Seconded by: George Darouze

The Board of Directors approve the actions and recommendations of the following Committees meetings:

- iii. Joint Occupational Health and Safety Committee meeting minutes of April 4th, 2024.
- iv. Watershed Advisory Committee meeting minutes of April 17th, 2024.

CARRIED

NEW BUSINESS

**REQUEST FOR APPROVAL: LOCALLY SIGNIFICANT WETLANDS MAPPING
REGULATION IMPLEMENTATION PLAN**

RESOLUTION NO. BD-086/24

Moved by: François St. Amour

Seconded by: Tom Smyth

RESOLVED THAT:

The Board of Directors approve the Locally Significant Wetlands Mapping and Regulation Implementation Plan.

CARRIED

**UPDATE: MINISTER'S PERMIT AND REVIEW POWERS UNDER THE CONSERVATION
AUTHORITIES ACT**

RESOLUTION NO. BD-087/24

Moved by: Deb Wilson

Seconded by: George Darouze

RESOLUTION:

The Board of Directors receive and file the update on the Environmental Registry of Ontario Posting: "Regulation detailing new Minister's Permit and Review powers under the *Conservation Authorities Act*" (ERO 019-8320).

CARRIED



REQUEST FOR APPROVAL: NATURAL HAZARDS MAPPING

RESOLUTION NO. BD-088/24

Moved by: Adrian Wynands
Seconded by: Tom Smyth

RESOLVED THAT:

The Board of Directors approve the South Branch of the South Nation River, the Bear Brook, and the Castor River Natural Hazards Mapping reports and associated maps as the best information available to establish flood hazard and regulation limits along the three watercourses; and

FURTHER THAT:

The Reports and maps be used by South Nation Conservation's planning and regulations programs and other watershed management activities effective immediately.

CARRIED

REQUEST FOR APPROVAL: 2024 SNC EMERGENCY PREPAREDNESS PLANS

RESOLUTION NO. BD-089/24

Moved by: Catherine Kitts
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Board of Directors approve the 2024 South Nation Conservation Emergency Preparedness Plans.

CARRIED

The Board recessed for a break at 10:26 a.m.

The Board reconvened from break at 10:40 a.m.

REQUEST FOR APPROVAL: CANADA PROTECTED AND CONSERVED AREAS CONTRACT

RESOLUTION NO. BD-090/24

Moved by: Genevieve Lajoie
Seconded by: Linda Payant



RESOLVED THAT:

The Board of Directors approve entering into a contract with Environment and Climate Change Canada, to screen SNC properties for inclusion in the Canada Protected and Conserved Areas Database, at an approximate value of \$35,000.

CARRIED

REQUEST FOR APPROVAL: FUNDING SUBMISSION

RESOLUTION NO. BD-091/24

Moved by: François St. Amour
 Seconded by: George Darouze

RESOLVED THAT:

The Board of Directors approves the submission of a funding application to Ontario Power Generation's Regional Empowerments Grants Program, requesting \$15,000/year to support several South nation Conservation annual events.

CARRIED

REQUEST FOR APPROVAL: DISBURSEMENTS OF 2024 PARTNERSHIP PROGRAMS

RESOLUTION NO. BD-092/24

Moved by: Catherine Kitts
 Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Board of Directors approves undertaking and disbursement of funds for the following Partnership Programs in 2024, pending City of Ottawa Council approval:

Program	2024 Funds
1. City of Ottawa Special Levy Programs	
a) Ottawa Tree Replacement Program	\$200,000
b) Ottawa Rural Clean Water Program	\$200,000
c) Eastern Ontario Water Resources Program	\$50,000
d) Ottawa Baseline Monitoring Program	\$46,000
Total	\$496,000

CARRIED



REQUEST FOR APPROVAL: MONIES RECEIVED AND DISBURSEMENT REGISTER FOR APRIL 2024

RESOLUTION NO. BD-093/24

Moved by: Bill Smirle
Seconded by: Deb Wilson

RESOLVED THAT:

The Board of Directors receive and file the money received for April 2024; and

FURTHER THAT:

The Board approve the Disbursement Register of \$1,039,277.80 for April 2024.

CARRIED

UPDATE: PLANNING ACTIVITY

RESOLUTION NO. BD-094/24

Moved by: George Darouze
Seconded by: Tom Smyth

RESOLVED THAT:

The Board of Directors receive and file Planning Activity update for April 2024.

CARRIED

UPDATE: SECTION 28.1 PERMITS ISSUED

RESOLUTION NO. BD-095/24

Moved by: Tom Smyth
Seconded by: Geneveive Lajoie

RESOLVED THAT:

The Board of Directors receive and file the update on permits issued under Section 28.1 of the *Conservation Authorities Act* for April 2024.

CARRIED

UPDATE: ENFORCEMENT OF PARTS VI AND VII OF THE ACT

RESOLUTION NO. BD-096/24

Moved by: Bill Smirle
Seconded by: François St. Amour



RESOLVED THAT:

The Board of Directors receive and file the update on reported *Conservation Authorities Act* regulation concerns received in the month of April 2024.

CARRIED

UPDATE: ON-SITE SEWAGE PERMITS RECEIVED

RESOLUTION NO. BD-097/24

Moved by: George Darouze
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Board of Directors receive and file the on-site sewage permits received update for April 2024.

CARRIED

RECOGNITION: YEARS OF SERVICE

RESOLUTION NO. BD-098/24

Moved by: George Darouze
Seconded by: Adrian Wynands

RESOLVED THAT:

The Board of Directors recognize and thank Michelle Cavanagh for her years of service working with South Nation Conservation.

CARRIED

SUPPLEMENTAL AGENDA

UPDATE: ESTIMATED STATEMENT OF OPERATIONS FOR APRIL 30TH, 2024

RESOLUTION NO. BD-099/24

Moved by: Adrian Wynands
Seconded by: George Darouze

RESOLVED THAT:

The Board of Directors receive and file the Estimated Statement of Operations for the year ending December 31st, 2024, as of April 30th, 2024, update.

CARRIED



REQUEST FOR APPROVAL: 2024-2027 FLOOD FORECASTING IDENTIFICATION MAPPING PROGRAM: REGIONAL FLOOD MODELLING STREAM

RESOLUTION NO. BD-100/24

Moved by: George Darouze
 Seconded by: François St. Amour

RESOLVED THAT:

The Board of Directors approve entering into a funding agreement with Natural Resources Canada under the Flood Hazard Identification Mapping Program 2024-2027 the “Regional flood modelling and mapping in the South Nation River Basin: Using new and innovative tools to map floods and build knowledge of flood risk under different flood scenarios” project, at an approximate cost of \$617,905; and

FURTHER THAT:

The Board of Directors approves entering into a contract with Aquanty Inc. to undertake work related to this project at an approximate upset limit of \$502,000 (including applicable taxes).

CARRIED

CLOSED SESSION

RESOLUTION NO. BD-101/24

Moved by: George Darouze
 Seconded by: Bill Smirle

RESOLVED THAT:

The Board of Directors meeting move into Closed Session for the following reports below:

- i. Update: 2024 Land Acquisitions
- ii. Update: Property Appraisal
- iii. Request for Approval: Land Acquisition

CARRIED

**Deb Wilson left the meeting at 11:06 a.m.
 The Board of Directors convened closed session at 11:06 a.m.
 Deb Wilson rejoined the meeting virtually at 11:18 a.m.**

OPEN SESSION

RESOLUTION NO. BD-102/24

Moved by: George Darouze
 Seconded by: François St. Amour



RESOLVED THAT: The Board of Directors move into open Session.

CARRIED

The Board of Directors reconvened open session at 11:19 a.m.

UPDATE: 2024 LAND ACQUISITIONS

RESOLUTION NO. BD-103/24

Moved by: Genevieve Lajoie
Seconded by: Tom Smyth

RESOLVED THAT:

The Board of Directors receive and file the 2024 Land Acquisitions update.

CARRIED

UPDATE: PROPERTY APPRAISAL

RESOLUTION NO. BD-104/24

Moved by: Adrian Wynands
Seconded by: Bill Smirle

RESOLVED THAT:

The Board of Directors receive and file the appraisal for the potential North Grenville property acquisition.

CARRIED

REQUEST FOR APPROVAL: LAND ACQUISITION

RESOLUTION NO. BD-105/24

Moved by: Genevieve Lajoie
Seconded by: Linda Payant

RESOLVED THAT:

The Board of Directors approve the purchase of Property 1 (North Grenville) as discussed in the report.

CARRIED

DATES OF UCOMING MEETINGS, THIRD THURSDAY, AT 9:00 A.M. UNLESS INDICATED OTHERWISE:

- June 20th, 2024
- July 18th, 2024
- August – no schedule meeting
- September 19th, 2024 (OEMC: September 11th – 13th)
- October 17th, 2024 (Latornell: October 8th – 9th)



FUTURE MOTIONS OF THE BOARD AND/OR DISCUSSION OF SNC ISSUES

Genevieve Lajoie proposed the following notice of motion for future consideration by the Board:

The Board of Directors approve to collaborate with partners such as schools, Conservation Ontario and Municipalities to attempt breaking the Guinness World Record for “Most People Planting Trees Simultaneously” in 2025. This initiative will focus on water source protection by planting trees along waterways. Locally we will specifically target the South Nation River, to enhance water source protection.

ADJOURNMENT

RESOLUTION NO. BD-106/24

Moved by: Genevieve Lajoie
Seconded by: George Darouze

RESOLVED THAT:

The Board of Directors Meeting of May 16th, 2024 be adjourned at 11:27 a.m.

CARRIED

Steve Densham,
Chair.

Carl Bickerdike,
Chief Administrative Officer.

/rb



BOARD OF DIRECTORS MEETING

Meeting No. 06/24
Thursday, June 20th, 2024 – 9:00 a.m.

Watershed Room, SNC



Directors Present:

Steve Densham, Stormont Dundas Glengarry, Chair
Catherine Kitts, City of Ottawa (*electronic participation*)
Genevieve Lajoie, Prescott Russell
Mathew Luloff, City of Ottawa (*electronic participation*)
Linda Payant, City of Ottawa
Bill Smirle, Stormont Dundas Glengarry
Tom Smyth, Stormont Dundas Glengarry
François St. Amour, Prescott Russell
Deb Wilson, Leeds Grenville
Adrian Wynands, Leeds Grenville, Vice Chair

Regrets:

George Darouze, City of Ottawa, Past Chair
Pierre Leroux, Prescott Russell

Staff Present:

Carl Bickerdike, Chief Administrative Officer
Johanna Barkley, Director of Finance
Ronda Boutz, Secretary-Treasurer
Philip Dagenais, Water Resources Specialist
Caroline Goulet, Forester
James Holland, Senior Planner
Hannah Jackson, Accounting and Human Resources Specialist
Sandra Mancini, Managing Director, Natural Hazards and Infrastructure
Eric McGill, Corporate Counsel
Pat Piitz, Team Lead, Property
Katherine Watson, Coordinator, Early Warning Systems and Watershed Plans



TRADITIONAL LAND ACKNOWLEDGEMENT

Ronda Boutz, Secretary-Treasurer read an Indigenous land acknowledgement.

CHAIRS REMARKS

Steve Densham, Chair, called the SNC Board of Directors meeting of June 20th, 2024 to order at 9:00 a.m.

Matt Luloff joined the meeting virtually at 9:03 a.m.

APPROVAL OF SNC BOARD OF DIRECTORS MEETING AGENDA

RESOLUTION NO. BD-107/24

Moved by: Bill Smirle
Seconded by: Adrian Wynands

RESOLVED THAT:

The Members approve the June 20th, 2024 Board of Directors main and supplemental agendas with the following amendment:

- i. Item #5 Staff Update be moved to follow Item #12 Future Motions of the Board and/or Discussions on SNC Issues

CARRIED

DECLARATION OF CONFLICT OF INTEREST

Vice Chair, Adrian Wynands, declared a conflict of interest on Agenda Item #8c. Request for Approval: SNC Property 164 Hay Harvest Agreement.

REQUEST FOR APPROVAL:

A. BOARD OF DIRECTORS MEETING MINUTES OF MAY 16TH, 2024

RESOLUTION NO. BD-108/24

Moved by: François St. Amour
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Members approve the Board of Directors Meeting Minutes of May 16th, 2024 as submitted.

CARRIED

CLOSED SESSION

RESOLUTION NO. BD-109/24

Moved by: Genevieve Lajoie
Seconded by: Adrian Wynands



RESOLVED THAT:

The Board of Directors meeting move into
Closed Session for the following report below:

- i. Request for Approval: Land Exchange
Negotiation

CARRIED

The Board of Directors convened closed session at 9:07 a.m.

OPEN SESSION

RESOLUTION NO. BD-110/24

Moved by:

Bill Smirle

Seconded by:

Deb Wilson

RESOLVED THAT:

The Board of Directors move into Open Session.

CARRIED

The Board of Directors reconvened open session at 9:12 a.m.

REQUEST FOR APPROVAL: LAND EXCHANGE NEGOTIATION

RESOLUTION NO. BD111-/24

Moved by:

Adrian Wynands

Seconded by:

Genevieve Lajoie

RESOLVED THAT:

The Board of Directors approve entering into
negotiations with the United Counties of Prescott
and Russell for the exchange of property
parcels.

CARRIED

Catherine Kitts joined the meeting virtually at 9:17 a.m.

NEW BUSINESS

**REQUEST FOR APPROVAL: SNC PROPERTY 185 – NAVAN FOREST RESTORATION
PHASE 1**

RESOLUTION NO. BD-112/24

Moved by:

Deb Wilson

Seconded by:

Matt Luloff



RESOLVED THAT:

The Board of Directors approve restoration of the SNC Property 185 (Navan Forest) Phase 1 at an upset limit of approximately \$92,000 plus HST.

CARRIED

REQUEST FOR APPROVAL: FORESTRY SERVICES AGREEMENT

RESOLUTION NO. BD-113/24

Moved by: Genevieve Lajoie
Seconded by: Catherine Kitts

RESOLVED THAT:

The Board of Directors approve entering into Forestry Services Agreements with the Township of Edwardsburgh Cardinal and the Township of Augusta on a cost recovery basis.

CARRIED

REQUEST FOR APPROVAL: SNC PROPERTY 164 HAY HARVEST AGREEMENT

Vice Chair, Adrian Wynands, declared a conflict on this item.

RESOLUTION NO. BD-114/24

Moved by: François St. Amour
Seconded by: Deb Wilson

RESOLVED THAT:

The Board of Directors approve entering into a 3-year agreement with the Grenville Federation of Agriculture to harvest hay on SNC Property 164 (Edwardsburgh Cardinal).

CARRIED

REQUEST FOR APPROVAL: 2025 PRIVATE LAND STEWARDSHIP FEE SCHEDULE

RESOLUTION NO. BD-115/24

Moved by: François St. Amour
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Board of Directors approves the 2025 Private Land Stewardship Fee Schedule as presented.

CARRIED



REQUEST FOR APPROVAL: FUNDING SUBMISSION FOR 2024-2026 INFRASTRUCTURE PROJECTS

RESOLUTION NO. BD-116/24

Moved by: Adrian Wynands
 Seconded by: François St. Amour

RESOLVED THAT:

The Board of Directors approve a submission to the Ministry of Natural Resources and Forestry under the 2024-2026 Water and Erosion Control Infrastructure (WECI) program for the following projects:

Proposed Project	WECI Funding Request	Total Project Budget
2024-2025 Projects		
1. Chesterville Dam Safety Upgrades	\$19,000	\$38,000
2. Russell Weir Safety Upgrades	\$17,500	\$35,000
3. Crysler Dyke Infrastructure Upgrades	\$29,000	\$58,000
2025-2026 Projects		
4. Seguinbourg Berm Embankment Restoration	\$17,500	\$35,000
5. Plantagenet Weir Rehabilitation and Improvement Study	\$32,500	\$65,000
6. Crysler Dam Engineering Inspection	\$20,000	\$40,000
Total	\$135,500	\$271,000

CARRIED

REQUEST FOR APPROVAL: LETTER TO MINISTRY OF ENVIRONMENT, CONSERVATION AND PARKS REGARDING DUPONT PROVINCIAL PARK RESTORATION

RESOLUTION NO. BD-117/24

Moved by: Genevieve Lajoie
 Seconded by: Linda Payant

RESOLVED THAT:

The Board of Directors approve sending a letter to the Ministry of Environment, Conservation and Parks to request support for local efforts to restore and facilitate public access to DuPont Provincial Park.

CARRIED



UPDATE: TWO CREEKS FOREST CONSERVATION AREA RESTORATION

RESOLUTION NO. BD-118/24

Moved by: Genevieve Lajoie
Seconded by: Tom Smyth

RESOLVED THAT:

The Board of Directors receive and file the Two Creeks Forest Conservation Area Restoration update.

CARRIED

REQUEST FOR APPROVAL: MONIES RECEIVED AND DISBURSEMENT REGISTER FOR MAY 2024

RESOLUTION NO. BD-119/24

Moved by: Genevieve Lajoie
Seconded by: Bill Smirle

RESOLVED THAT:

The Board of Directors receive and file the money received for May 2024; and

FURTHER THAT:

The Board approve the Disbursement Register of \$628,411.82 for May 2024.

CARRIED

UPDATE: PLANNING ACTIVITY

RESOLUTION NO. BD-120/24

Moved by: Genevieve Lajoie
Seconded by: Linda Payant

RESOLVED THAT:

The Board of Directors receive and file Planning Activity update for May 2024.

CARRIED

REQUEST FOR APPROVAL: DELEGATION OF POWERS FOR THE ISSUANCE, EXTENSION, AND CANCELLATION OF PERMITS

RESOLUTION NO. BD-121/24

Moved by: Matt Luloff
Seconded by: Adrian Wynands



RESOLVED THAT:

The Board of Directors delegate the issuance, extension, and cancellation of permits under Part VI of the *Conservation Authorities Act* and Ontario Regulation 41/24 to Senior Planners and Corporate Counsel pursuant to section 28.4 of the *Conservation Authorities Act*.

CARRIED

UPDATE: SECTION 28.1 PERMITS ISSUED

RESOLUTION NO. BD-122/24

Moved by: Deb Wilson
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Board of Directors receive and file the update on permits issued under Section 28.1 of the *Conservation Authorities Act* for May 2024.

CARRIED

UPDATE: ENFORCEMENT OF PARTS VI AND VII OF THE ACT

RESOLUTION NO. BD-123/24

Moved by: Genevieve Lajoie
Seconded by: Bill Smirle

RESOLVED THAT:

The Board of Directors receive and file the update on reported *Conservation Authorities Act* regulation concerns received in the month of May 2024.

CARRIED

UPDATE: ON-SITE SEWAGE PERMITS RECEIVED

RESOLUTION NO. BD-124/24

Moved by: Linda Payant
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Board of Directors receive and file the on-site sewage permits received update for May 2024.

CARRIED



RECOGNITION: YEARS OF SERVICE

This item was deferred to a future meeting.

Matt Luloff and Catherine Kitts left the meeting at 10:00 a.m.

SUPPLEMENTAL AGENDA

SNC COMMITTEE MEETING HIGHLIGHTS AND MINUTES OF:

- i. Grants Sub-Committee meeting minutes of June 17th, 2024

RESOLUTION NO. BD-125/24

Moved by: Genevieve Lajoie
Seconded by: Deb Wilson

RESOLVED THAT:

The Board of Directors approve the actions and recommendations of the following Committee meeting:
i. Grants Sub-Committee meeting minutes of June 17th, 2024.

CARRIED

UPDATE: ESTIMATED STATEMENT OF OPERATIONS FOR MAY 31ST, 2024

RESOLUTION NO. BD-126/24

Moved by: Bill Smirle
Seconded by: Adrian Wynands

RESOLVED THAT:

The Board of Directors receive and file the Estimated Statement of Operations for the year ending December 31st, 2024, as of May 31st, 2024 update.

CARRIED

REQUEST FOR APPROVAL: DRONE PURCHASE

RESOLUTION NO. BD-127/24

Moved by: Genevieve Lajoie
Seconded by: Tom Smyth

RESOLVED THAT:

The Board of Directors approve the purchase of a drone to an upset limit of approximately \$37,000 plus HST.

**The Board recessed for a break at 10:15 a.m.
The Board reconvened from break at 10:25 a.m.**



DATES OF UCOMING MEETINGS, THIRD THURSDAY, AT 9:00 A.M. UNLESS INDICATED OTHERWISE:

- July 18th, 2024
- August – no schedule meeting
- September 19th, 2024 (OEMC: September 11th – 13th)
- October 17th, 2024 (Latornell: October 8th – 9th)
- November 21st, 2024 (2025 Draft Budget)
- December 12th, 2024 (Note: 2nd Thursday)

FUTURE MOTIONS OF THE BOARD AND/OR DISCUSSION OF SNC ISSUES

- Member, Linda Payant, requested a future report on tree seedling availability.
- Councillor Tom Smyth requested an update regarding public consultations. Staff provided a verbal update.

SNC PROJECT UPDATE – POWERPOINT PRESENTATION

Staff presented project and program updates.

ADJOURNMENT

RESOLUTION NO. BD-128/24

Moved by: François St. Amour
Seconded by: Genevieve Lajoie

RESOLVED THAT:

The Board of Directors Meeting of June 20th, 2024
be adjourned at 10:57 a.m.

CARRIED

Steve Densham,
Chair.

Carl Bickerdike,
Chief Administrative Officer.

/rb



Corporation of The Nation Municipality

Heritage and Culture Steering Committee

Minutes

Meeting number: 2024-03

Type: Committee

Date: May 21, 2024

Time: 10:30 a.m.

Location: Town Hall, 958 route 500 West, Casselman, Ontario

Prepared by: Julie Langlois-Caisse, Administrative Assistant

Present :

Michel-André Lavergne, President

Denis Gagnon, Membre

Tim Stewart, Councillor and member

Alain Mainville, Councillor and member

Guylain Laflèche, Director of Planning

Aimée Roy, Clerk

Julie Langlois-Caisse, Administrative Assistant

Carol Ann Scott, Director of Recreation, left at 11:16 a.m.

Justin Lafrance, Deputy Director of Recreation, left at 11:16 a.m.

Absent :

Evelyn Levac, Vice-president

1. Opening of the meeting

Opening at 10 :36 a.m.

2. Adoption of the agenda

Adopted as presented.

3. Adoption of minutes

- Minutes of the meeting held on February 6, 2024
- Minutes of the site visit held on April 15, 2024

Minutes adopted as presented

Moved by: Alain Mainville

Seconded by: Tim Stewart

4. Items

4.1 Aviation murale at the St-Isidore recreation centre

Justin Lafrance and Carol Ann Scott informed the committee of the steps taken to evaluate the possibility of restoring and conserving the 2 murals at the St-Isidore Arena.

The condition of the murals was assessed by local artists, who made their recommendations.

- **See Appendix A for the e-mail received by the artists.**

The committee recommended that the municipality hold a public consultation meeting to invite the St-Isidore community to get involved in this project.

The public meeting will be held on June 17 at 6:00 p.m. at the St-Isidore Recreation Centre.

Working group for the project: This project will be managed by the Recreation Department with the involvement of Alain Mainville and Michel-André Lavergne. A preparatory meeting will be held on 23 May at 10:00 a.m.

Steps to take :

Carol Ann Scott will prepare a report for the Council meeting.

Justin Lafrance will be preparing a presentation explaining the different options for each mural and inviting the community to form a sub-committee to carry out the project and raise funds, if they so wish.

Julie Langlois-Caisse will prepare an agenda for the meeting.

Work with the Communications and Marketing Coordinator to publicize the meeting.

4.2 Activities for National Heritage Week (18 to 24 February), update.

There were 54 participants in the YouTube presentation on Village Gagnon, organized to mark National Heritage Week.

- We will publish the video on The Nation's website
- The committee wishes to organize that type of event every other year

4.3 File "Call to all for the road Crosses », update:

The comments and photos that have been shared under the Facebook publication 'call to all' for the road crosses are being shared with the committee.

- Appendix B shows the comments and photos shared by the community.
- Mr Lavergne will be writing to the people who took the time to interact to thank them for their participation and to follow up.

4.4 File « Proulx cheese factory »

The application for the plaque was submitted to the Ontario Heritage Trust. They have confirmed that they have received our application and have informed us that the next round of application evaluation will take place in the autumn of 2024.

- The St-Albert cheese dairy is interested in sponsoring the event and has asked us to prepare a presentation for them.
- Ask the public works department for site options for installing the plaque
- Installation and inauguration potentially in spring
- See if we can talk to Stéphane Sarrazin about helping us apply to the Ontario Heritage Trust.

4.5 File « Hops houses »

There is an old hop drying shed on a property owned by The Nation. Tim Stewart is currently assessing the possibility of opening it to the public for tours.

A local artist would like to do a painting or drawing for a fee of \$350.

Todd Bayly, Chief Building Official, will visit the site to see if it is possible to move the building. He suggested that an engineer be contacted to view the building and address any potential safety issues.

Contact Molson and OMAFRA for a grant.

This could be the subject of the next National Heritage Week.

Option to raise funds, find grants and collect sponsorship from local breweries.

4.6 Election of the President and Vice-President of the Committee

Wait until the end of the recruitment period before proceeding with the election.

4.7 Recruiting of Committee members

The terms of reference state that the Committee must have a minimum of 5 members. There is no maximum.

The committee decided to open 2 additional seats on the committee and to recruit volunteers.

Process to follow

A publication will be prepared. We will advise the committee once it has been published. We open the recruitment period for 2 weeks. The committee can then appoint the two members.

4.8 Municipal Freedom of Information and Protection of Privacy Act

Aimée Roy explained to the committee what the Act is and how it affects committee members.

Aimée will send the presentation on the Act to inform committee members.

4.9 Finances

The municipality's travel expenses policy applies to committee members.

The committee must draw up a budget and find a process for approving expenditure.

Keep purchase invoices for submission to the finance department.

Assemble a library for the committee with the books purchased by members.

Aimée will prepare a draft budget and send the travel expense reimbursement form and policy to committee members.

Invite Jeanne to the next meeting to discuss collaboration with the library.

5. Varia

- We should also visit historic sites in the western part of the municipality: St-Albert, Longtinville, Grant, Gagnon, Mayerville. To be planned for the autumn.
- There will be an open house at St-Bernard Church in Fournier on Sunday, May 26.
- The launch of a novel by an author from Fournier will take place at 10 a.m. on Saturday 22 June at the St-Isidore library.
- 9 June: Annual picnic at Village Gagnon
- August 17: Corn roast at Village Gagnon

6. Next meeting

Thursday, June 20 at 10:00 a.m. at 958 Route 500 West, Casselman, Ontario

7. Adjournment

12 :00 p.m.

Julie Langlois-Caisse

From: Justin Lafrance
Sent: 18 juin 2024 09:26
To: Julie Langlois-Caisse
Subject: FW: Externe-External: Exterior murals St-Isidore Arena
Attachments: inspection La Victoire Mural.jpg; 125th right side.jpg; 125th mural left side.jpg



Justin Lafrance
Directeur adjoint des loisirs / Deputy Recreation Director
La Municipalité de La Nation / The Nation Municipality

St-Isidore, Ontario, K0C 2B0
Phone: 613-524-2522, 3



From: Tina Petrovicz [REDACTED]
Sent: Thursday, May 16, 2024 11:41 AM
To: Justin Lafrance <JLafrance@nationmun.ca>; Carol Ann Scott <CScott@nationmun.ca>
Cc: Shanna Steals [REDACTED]
Subject: Externe-External: Exterior murals St-Isidore Arena

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Hi Justin,

Again, I just want to say how sad I was to see what has happened to Victoire Mural at the St. Isidore Arena. It, along with the other mural on this building are amongst the best in the county, along with the Popsilos.

Victoire Mural - Assessment from the ground

At least 8 of the plywood pieces of the mural are delaminating due to moisture getting either behind or in the edges of the wood. The plywood has completely failed in 3 areas with loss of the painted surface with evident rot. (see attached image) Strong possibility of rot and/ or mould on all of the panels given how much of the mural is damaged. I am not sure looking at the framework that holds up the mural, if water/ snow/ ice entered behind the mural and if said moisture had a way of escaping allowing the back of the mural to dry.

Although initially I was thinking that larger areas of the mural could be saved by cutting it up in 3 areas that would consist of: part of the group portrait and open structure, 3 of the small planes, and part of the airmen on the right

side. After time to think and discussion with my colleague Shanna Steals, there are serious reservations going this route. Most are due to introducing mould from the existing mural to the inside of the building. Given the humidity that exists inside the skating arena of the building and the impossibility of neutralizing all of the existing mould that is most likely present in the mural plywood, there is a high risk both to further damage of the mural and the infrastructure of the building.

Sadly my conclusion is that the mural is not salvageable.

125th Mural -Assessment from the ground

Although older than the Victoire mural most of this mural is in very good condition. It does, however, need maintenance that would allow it to last several more years. There is mould and fading that needs attention. The mould that is evident in 2 areas (see attached images). I recommend the following remediation: treating these areas with a mould treatment solution and possibly caulking and priming the joints and touching up the painting as needed. There is also an area that looks like something wet was thrown at the mural, causing staining. This could hopefully be cleaned off, by washing and/ or careful removal of the top coat in that area. For the fading that is beginning to happen overall of the painting due to the age of its varnish, after testing the surface coating to determine if it is acrylic varnish or urethane (or asking the original artist), application with a roller over the entire surface with a new protective clear coating that includes UV protection.

Approximate labour and material costs for mould treatment, caulking, patch priming/ painting and revarnishing without tax is between 1500 and 2000\$. While some of this could be done from the ground with extension poles, some work would need a boom lift- this is not included in the above costs.

Before any painting work is done, inspection of the wood framing holding up the mural should be done, especially the top pieces to ensure that this frame is in good shape and is keeping the mural secure. I can't give any costs for the frame inspection as depending on how much wood needs to be replaced and lifting and replacement of mural panel pieces it is hard to add a figure to this, and this not my area of expertise. It would mean a boom/ scissor lift and at least 2 people if panels of the mural are lifted off to mitigate damage to the mural. If done carefully it could possibly be done by the crew of the township.

I will send you another email tomorrow with the approximate cost for interior murals and historic presentation pieces, to aid your committee discussions for funding requests.

Cordially,

Tina

--



tinapetrovicz.ca

Facebook: [P-cubed](#)

From: Tina Petrovicz [REDACTED]
Sent: Friday, May 17, 2024 11:46 AM
To: Justin Lafrance <JLafrance@nationmun.ca>; Carol Ann Scott <CScott@nationmun.ca>
Cc: Shanna Steals [REDACTED]
Subject: Externe-External: Estimated costs and suggestions for an interior mural

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Hello Justin,

As promised to aid your committee discussions, Shanna Steals and I, came up with the following proposal for new mural(s) and historic presentation. The theme would pay homage to the history of the building through the design of the murals and the inclusion of plans (velum/papyrus?) that have been recently discovered by township staff.

An estimated cost for two interior murals is \$14,000. This would include the following:

- Possible public consultation and/ or possible public participation (Bilingual)
- Consultation with committee and township
- design work.
- review process with 1 revision.
- 1 small mural: 4 ft x 8 ft for hanging in the eating/ seating area located between the arena and the entrance area
- 1 large mural: consisting of 4 panels (3- 4'X 8' and 1 – approx.. 3' x 8'*) for hanging in the stairwell starting on the front (NW) wall and then wrapping around the corner to follow the second portion of the stairs (SW).
- Both murals (total approx. square footage= 152-160):
 - Painted on 4 x 8 on 3/8" sanded fir G1S plywood
 - Primed and painted with high quality materials
 - Coated with UV clear varnish for protection from sun damage and easy of maintenance
- Insurance (Artists have commercial liability and errors and omissions insurance coverage while the work is being completed)
- Delivery of mural (artwork completed offsite)

Does not include hanging of the mural or hardware to hang.

*note There is some kind of sensor on this NW wall which may be accommodated with a hole in a larger panel. To be on the safe side, I suggested a narrower panel about 3' in width to avoid the sensor. Pricing would not change if the panel was increased to the full width of 4'.

There is a possibility in the space within the entrance and the area adjacent to the smaller mural to display framed documents related to the history of the building. I cannot give a cost to this, as this is not my area of expertise. I would have to know the size and condition of the documents to approach a conservator. There are a few framers in Ottawa which do conservation work and framing, they would have to be consulted to get an estimation of price. One that I have dealt with for archival framing of artwork on paper is Art World One located on the East side of Ottawa. If the work is to be hung in an area that would get even a modest amount of sunlight, I highly recommend using UV glass.

I hope that this information helps in your discussions. If you look for funding possibilities, do not forget that there are grants that may be available to the heritage and culture committee. As Shanna and I both mentioned, CAPRAC can be a valuable resource with getting a grant for projects of this nature, either through letters of support or as grant partners. You can reach out to Margo Malboeuf to get more information.

Cordially,
Tina Petrovicz

--



tinapetrovicz.ca

Facebook: [P-cubed](#)
Instagram: [tina.pet.art](#)

Julie Langlois-Caisse

From: Amélie Deschamps
Sent: 5 avril 2024 09:28
To: Michel-André Lavergne
Cc: Julie Langlois-Caisse; Guylain Lafleche
Subject: Re: Externe-External: Appel à tous
Attachments: Croix 1.jpg; Croix 2.jpg

Bon matin monsieur Lavergne,

Voici les commentaires que nous avons reçu sur la publication.

Bonne journée !

Lenoirpaintings

C'est devenu une forme d'art disparue! Une des plus belles se trouve a Vercheres au Quebec... Je visitait quand j'étais petite avec mes tantes

Alain Léon Savage

Très belle initiative, bravo de mettre en français en premier dans notre région majoritairement franco !!

Daniel Longtin

Au coin de la 16e et chemin de conté 9.

Voisine de l'ancienne école de la 16, l'autre côté du chemin.

Il y avait aussi juste en face de la croix, de l'autre bord de l'intersection une fromagerie à l'époque de mon grpère.

Jeannette Gratton

Il y en avait beaucoup lorsque j'étais plus jeune.. au coins de presque tout les montés... plusieurs on disparu avec le temps et c'est dommage.. lorsque que j'en vois une j'ajouterai la photo et l'endroit...

Madeleine Dupont

Je va la peinturer cette été

Mireille Longtin

A St-Isidore - au coin de la Concession 16 et chemin de comté 9. La croix originale est tombée du aux vents au début de 1991. Une nouvelle croix a été érigée en mai 1991 afin de remplacer la précédente. La nouvelle croix fut construite par Elzear Bourgon; puis mise en place dans son socle par: Edgar Bourgon et son fils Serge, Elzear Bourgon (frère d'Edgar), Conrad Longtin, Claude et Normand Bourgon (frères),

Jean-Pierre Lalonde. La croix fut bénite le 25 mai 1991 par le prêtre Serge Faucher (de la paroisse de Fournier). Dans la photo à gauche on voit la vieille croix, puis à droite la nouvelle qui est toujours en place depuis 1991.

(Photo 1)



Amélie Deschamps
Coordonnatrice de la communication et du marketing / Communications and Marketing
Coordinator
La Municipalité de La Nation / The Nation Municipality
958 Route 500 Ouest / West
Casselman, Ontario, K0A 1M0
Phone: 613-764-5444, 231



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Photos de la bénédiction de la croix le 25 mai 1991 -- coin de la Concession 16 et chemin de comté 9

(Photo 2)

From: Michel-André Lavergne [REDACTED]
Sent: Friday, April 5, 2024 7:21 AM
To: Amélie Deschamps <ADeschamps@nationmun.ca>
Subject: Externe-External: Appel à tous

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Bonjour Amélie

Une petite question: avons-nous reçu des réponses de la part des gens pour des endroits de croix de chemin?

Merci et bonne fds à toi.

Michel-André







Leroux Consultant
Surintendant de drainage / Drainage Superintendent

Éric Leroux

625 Albert,
C.P./P.O. Box 323,
Plantagenet, ON
K0B 1L0

613.223.9824

lerouxconsultant@gmail.com

July 17, 2024

Municipality of The Nation
958, Route 500 Ouest
Casselman, Ontario
K0A 1M0

Attention: Aimée Roy, Clerk
Nation Township Municipal council

Subject: Dignard municipal drain-Recommendation to appoint an engineering firm under section 78(1) of Ontario Drainage Act

I received a request for maintenance to the Dignard municipal drain on April 3rd 2023 from a landowner along the upper end of the drain asking for a ditch bottom clean out.

I planned the ditch bottom clean out of this drain in 2023 where many issues had to be resolved causing water retention to failing culvert, to unstable roadside ditch slopes widened by gravel shoulders.

The ditch bottom clean out was performed where every landowner along the drain were made aware to make sure their tile drain outlets were well indicated to prevent breakage issues because we could not see some outlets. Everyone was very cooperative and many asked the contractor to replace some tile outlets at their costs after the maintenance completion.

We had to stabilise a culvert installation showing signs of failure to be safe enough to use, until the municipal council could adopt a new updated engineer's report. A new engineer's report would have to be adopted to be able to replace the culverts with a new design.

The latest 1980 report culvert schedule cannot be used to replace like-for-like culverts as the design would not meet new safety standards and permit application imposed by the road authority. New standards do not permit to have straight end walls. The new requirements requires sloped ends, and the municipality could not perform work, apply for grant and assess cost of the culverts as per the latest engineer's report.

I also had many discussions with the road authority being concerned about the steep roadside ditch slope on the mid to lower section of the drain causing slumping and concerns that the slumping of the shoulders causes obstruction and safety concerns for the road. We had to repair a few sections to, at stabilise the slope without knowing if the structure would be sufficient for the long term.

I showed the drain to a very experienced engineering firm asking if they would be able to present options to have this drain performing well without safety concerns for everyone. The engineering firm sent a cost proposal attached with this document for the amount of \$36 790.00 excluding taxes with a scope of the work and procedures. The cost of engineering is grantable by OMAFA under section 78 of the Ontario Drainage Act for landowners with agricultural farm tax rate.

I recommend the appointment of Robinson Consultants engineering firm to draft a final report to present to landowners and members of the municipal council. This engineering firm is very experienced to resolve the many complicated issues to have this municipal drain in proper working order to find and outlet safely for the watershed owners including the road authority. The Section 78(1) appointment should be to look at new culvert designs, to updating the schedule of assessment to provide a fair cost share acknowledging the road structured with a safer profile than the existing profile showing changes since the last adopted report.

All affected landowners would be notified of every procedures mandated by the Ontario Drainage Act.

Sincerely,

A handwritten signature in black ink, appearing to read 'Eric Leroux', written in a cursive style.

Eric Leroux
Leroux Consultant
Drainage Superintendent

Proposal for Engineering
Services - Section 78
Engineer's Report
Dignard Municipal Drain
The Nation Municipality

Prepared For:



The Nation Municipality

Prepared By:

Robinson Consultants Inc.
Consulting Engineers

Proposal No. 4758
July 2024

July 17, 2024

The Nation Municipality
958 Route 500 West
Casselton, ON K0A 1M0

Attention: Eric Leroux, Drainage Superintendent

Reference: Proposal -- Section 78 Engineer's Report
Dignard Municipal Drain
The Nation Municipality
Our Proposal No. 4758

Dear Sir:

We are enclosing our proposal to provide engineering services for an amendment to the Engineer's Report for the Dignard Municipal Drain, The Nation Municipality

Standard Rates/Fees have been utilized for this project.

If you have any questions, please feel free to contact the undersigned via e-mail at lfranklin@rcii.com or by cell at 613-791-1335.

Yours very truly,

ROBINSON CONSULTANTS INC.



Lorne Franklin, L.E.T., C.E.T., rcca, CISEC
Licensed Drainage Technologist
Drainage Superintendent

LF: DD

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1.0 INTRODUCTION

This submission has been prepared by Robinson Consultants Inc. to provide engineering services for an amendment to the Engineer's Report under Section 78 of the Drainage Act R.S.O. 1990, c. D.17, for the Dignard Municipal Drain. This project was initiated by the County in response to construction completed on a County Road that resulted in unstable side slopes that caused damage to the drainage system.

2.0 RESOURCES AND EXPERIENCE OF THE FIRM

Robinson Consultants Inc. (RCI), an Ottawa based firm, has been providing engineering services to public and private sector clients for over 45 years. Our clients vary from small municipalities to the City of Ottawa and the Federal Government. Robinson Consultants Inc. has completed in excess of two hundred and fifty (250) Municipal Drains under the Drainage Act, as well as additional projects for maintenance and/or assessment of existing drains and Drainage Superintendent Services.

3.0 TEAM MEMBERS

The key personnel for municipal drain projects are listed below.

Andy Robinson, P.Eng., will be the **Drainage Engineer (Principal)** on this project. He has over 45 years of experience completing Engineer's Reports under provisions of the Drainage Act. His role on this project will be client liaison, coordination of the study team and reviewing the ongoing progress, project cost control and reviewing the final report. He has been involved with more than two hundred and fifty (250) municipal drain projects, including Cobb's Lake Municipal Drain for the City of Clarence Rockland, East Savage, Monahan Creek, Arbuckle, David Adams, Faulkner, Van Gaal, Cranberry Creek and South Cyrville Municipal Drains in the City of Ottawa; Lower Moose Creek and Zeb Alguire Branch Municipal Drains in the Township of North Stormont; James Reilly/Dewit-Richter Municipal Drain in the Township of Edwardsburgh/Cardinal; Cambal-Massie and Chenier-Jeaurond Municipal Drains in the Township of North Glengarry; Michel Viau in the Township of Alfred-Plantagenet; Mill Creek in the Township of Champlain and Edgewood Road in Loyalist Township.

Lorne Franklin, L.E.T. C.E.T., rcca, CISEC, will be the **Drainage Services Project Manager** for this project. Lorne is a PEO Licensed Engineering Technologist and has completed the Drainage Superintendent course. Additionally, Lorne is the Director for Chapter 6 of the Drainage Superintendent Association of Ontario (DSAO) representing Eastern and Northern Ontario on the Board of Directors and the President of the DSAO. He has worked with Robinson Consultants for twenty five (25) years and has been involved in more than two hundred (200) municipal drainage projects, including Cobb's Lake Municipal Drain for the City of Clarence Rockland, East Savage, Regimbald, Simpson, Wilson-Johnston, Faulkner, Van Gaal, O'Keefe, Dowdall, and David Adams Municipal Drains in the City of Ottawa, the James Reilly/Dewit-Richter Municipal Drain in the Township of Edwardsburgh/Cardinal, the Central Pittsburgh Municipal Drain in the City of Kingston, Michel Viau Municipal Drain in the Township of Alfred and Plantagenet, the Mill Creek Municipal Drain in the Township of Champlain, and the Cambal-Massie Municipal Drain and Chenier-Jeurond Municipal Drain in the Township of North Glengarry. Duties include liaison between the municipality, property owners, government agencies, contractors and representatives of public utilities, inspections for maintenance, assistance with surveying and the preparation of the Engineer's Report and Schedules of Assessments. Duties also include coordination of on-site meetings, surveying, project design, cost estimates and tender preparation. He is also responsible for contract administration and inspection of construction and topographic, floodplain mapping and flow monitoring field surveys.

Cody Newton, P.Eng., is a Water Resources Project Engineer with Robinson Consultants Inc. He has eight (8) years of experience in hydraulic and hydrologic modeling and design of municipal drains for the City of Clarence-Rockland, City of Ottawa, Township of Champlain, Township of Alfred and Plantagenet and the Township of North Glengarry as well as stormwater management facilities and storm sewers on infrastructure projects in the City of Ottawa. Recent municipal drain experience includes the East Savage, McKinnons Creek, Faulkner, Regimbald, Simpson, Cobbs Lake, Newport, Edgewood, Michel Viau and Chenier-Jeurond Municipal Drains. He will be responsible for reviewing existing reports and completing the hydrological and hydraulic modeling of the existing drainage system.

Dakota Dumont, E.I.T., will assist with services for this project. Dakota has worked with Robinson Consultants for three (3) years and provides assistance to the Drainage Superintendent for the municipalities of McNab/Braeside, Whitewater Region and Mississippi Mills including survey, maintenance reports, preparation for Council Meetings and inspections. Additionally, Dakota has been involved in more than fifty (50) municipal drainage engineering projects, including projects in the City of Ottawa, Township of Edwardsburgh/Cardinal, Township of Alfred and Plantagenet, and City of Clarence Rockland. Duties include compiling assessment schedules/cost estimates for initial construction, generating assessment schedules for construction/future maintenance and assisting in other tasks under the Ontario Drainage Act.

Justin Phillips, Survey Technician, has twelve (12) years of survey experience. His recent experience includes detailed field surveys on forty (40) municipal drain projects with a total length of over 150 km. Recent municipal drain projects include Regimbald, Simpson, Wilson-Johnston, East Savage, Faulkner, and McKinnons Creek, City of Ottawa; Smith-Bolger, Poldervaart-Webster and Creek, Township of Leeds and the Thousand Islands; Mill Creek, Champlain Township; Michel Viau, Alfred-Plantagenet Township and Edgewood, Loyalist Township. He is available to complete any requested field survey to supplement available base, LiDAR, and aerial mapping as well as plans provided by the Township.

John Burns, CADD Operator (CADD2) has over 33 years of experience preparing plans, profiles, and detail drawings for engineering projects. He is the principal CADD operator for all the recent municipal drain projects completed by Robinson Consultants Inc. Recent experience on municipal drains includes East Savage, Kizell, Faulkner, Hobbs, Buckles, Biltmore Branch, Regimbald, Simpson and Wilson-Johnston Municipal Drains, City of Ottawa; Mill Creek Municipal Drain, Township of Champlain; Michel Viau Municipal Drain, Township of Alfred-Plantagenet; and Smith-Bolger, Poldervaart-Webster and Creek Municipal Drains, Township of Leeds and the Thousand Islands.

4.0 UNDERSTANDING OF OBJECTIVES

4.1.1 Project Management, Background Review, and Meetings

- Liaise with Project Managers and Clients regarding scope of work to create accurate and finished products.
- Review of the relevant background information on the existing watercourse, including but not limited to existing Engineer’s Reports, previous correspondence, other reports, and other background information.
- Complete the “on-site” meeting (public consultation) as prescribed by the Ontario Drainage Act, R.S.O. 1990, c. D.17, for S.78 Engineering Reports. Affected landowners (within the 1968 drainage area), Municipal Staff and Environmental Agencies will be invited to attend.

4.2 Assessment of Modifications

- Collect, review, and assess existing project (background) documentation including (but not limited to) GIS data, property fabric, roads, and watercourse information, and MPAC assessment information (supplied by the Municipality and/or County)
- Determine known or anticipated land use for properties within the confirmed drainage area boundary.
- Complete Hydrology and Hydraulic calculations for the Dignard Municipal Drain based on the confirmed drainage area and drainage area sub-catchments.

- Complete preliminary consultation with Environmental Approval Agencies for a determination of potential requirements that must be addressed.

4.3 Design Modifications

- Complete a detailed survey of the existing drain (including known problematic areas).
- Review and confirm, or modify as necessary, the Drainage Area Boundary using LiDAR/DEM and field verification (where necessary).
- Prepare plans, profiles, cross-sections, and standard detail drawings.
- Determine required/proposed work and complete quantity calculations for the Engineer’s Estimate of works.
- Prepare new Schedules of Assessment for all lands within the confirmed drainage area boundary.

4.4 Draft Reporting

- Draft the S.78 Engineer’s Report.
- Submit the 1st Draft for initial review by the Municipality. Address comments and concerns and modify (where necessary).
- Submit the 2nd Draft to Environmental Approval Agencies for initial review/final consultation. Address comments and concerns and modify (where necessary).

4.5 Final Report

- Prepare and complete the final Report and submit to the Municipality for distribution to affected owners and prescribed person (as defined by the Drainage Act).
- Attend the “Meeting to Consider” (Council Meeting) as prescribed by the Ontario Drainage Act, R.S.O. 1990, c. D.17, for S.78 Engineering Reports and present the findings of the Engineer (Report).

4.6 Court of Revision

- Attend the “Court of Revision” as prescribed by the Ontario Drainage Act, R.S.O. 1990, c. D.17, for S.78 Engineering Reports. This estimate allows for attendance and a cursory review of minimal anticipated appeals only – where significant appeals are received and/or a detailed response is required additional services will be required (outside of the scope of this estimate).
- Appeals to the Ontario Drainage Tribunal and/or the Referee are not anticipated and not included in this estimate. Where incurred, additional services will be required (outside of the scope of this estimate).

5.0 APPROACH AND METHODOLOGY

The scope of the project is to repair the drainage system in response to the unstable side slopes that resulted from construction of a County Road. The following sections describe the steps involved in our approach and methodology to ensure the successful completion of the project. This methodology and the associated quality assurance/control measures have been successfully implemented on other Municipal Drain projects.

Background information on the watercourse and modifications will be collected and reviewed. And the initial on-site meeting/public consultation completed.

We propose to meet with the Municipality Drainage Superintendent and Director of Public works to confirm the approach and methodology, to discuss the project approach, and to obtain all available information regarding the project and to establish the lines of communication to ensure the successful completion of the project. At the meeting, we will also discuss the schedule.

The drainage area boundary and existing/anticipated/proposed land use will be confirmed. Hydrology and Hydraulic calculations may then be completed. Initial consultation with environmental approval agencies may then commence. The findings of the public and environmental agency consultation will be reviewed and, where appropriate, addressed and incorporated in the report.

A detailed survey of the existing drain including any known problem areas and specific areas of concern (as expressed through the public consultation will be completed. Plans, profile, cross-sections, and standard detail drawings will be prepared. Quantity calculations to facilitate the Engineer’s Estimate of the proposed work may then be completed. Assessment information (MPAC) will be utilized to generate new assessment schedules.

- A Draft of the S.78 Engineer’s Report will be compiled. This Draft will be submitted for initial review by the Municipality. Where comments are received, Robinson Consultants Inc. will address comments and concerns and modify the report (where applicable). The 2nd Draft will then be submitted to Environmental Approval Agencies for initial review/final consultation. Where comments are received, Robinson Consultants Inc. will address comments and concerns and modify the report (where applicable) and the then finalized Draft will be submitted for Municipal review and Environmental Approval Agency advice/permit/authorization. Any special studies or designs to satisfy the requirements of the Ministry of Natural Resources and Forestry (Conservation Authority Regulations), Fisheries and Oceans, Ministry of Environment, Conservation and Parks or other agencies are beyond the scope of this assignment.

We will provide the Municipality with copies of the final report for internal use and electronic/pdf version of the report for distribution to the affected landowners. Hard-Copy Reports may be made available upon request, however additional costs may apply.

- Robinson Consultants Inc. will attend the “Meeting to Consider” (MTC) as prescribed by the Ontario Drainage Act, R.S.O. 1990, c. D.17, for S.78 Engineering Reports and present the findings of the Engineer (Report). At the MTC, Council will receive the Report and may refer the report back to the Engineer (with specific reasoning) or accept the report and give the report and associated by-law first and second reading.
- There is a provision in the Drainage Act for assessed landowners to appeal the assessment by the Engineer to the Court of Revision (COR). Robinson Consultants Inc. will attend the COR as prescribed by the Ontario Drainage Act, R.S.O. 1990, c. D.17, for S.78 Engineering Reports. This estimate allows for attendance and a cursory review of minimal anticipated appeals only. Where significant appeals to the COR are received and/or a detailed response is required additional services will be required (outside of the scope of this estimate).
- Following the COR, appellants from the COR can further appeal to the Ontario Drainage Tribunal (technical matters or decision of the COR), or the Drainage a (legal matters). Appeals to the Tribunal and/or the Referee are not anticipated and not included in this estimate. Where incurred, additional services will be required (outside of the scope of this estimate).

Following the resolution of all appeals, third reading of the report and associated by-law may be given by Council and the required work may proceed to tendering and construction. Engineering services for tendering assistance, construction administration and inspection are not included in this estimate and do not form part of the scope of work.

6.0 LEVEL OF EFFORT AND FEE ESTIMATE

The level of effort will be dictated by the amount and completeness of information received from the Municipality/County and the timing of receipt of information and approvals will largely dictate the schedule. We have provided a proposed Level of Effort and Fee Estimate on **Figure 1** in **Appendix A**.

7.0 FEES

We will bill for our services utilizing the standard billing rates prescribed for this project.

We estimate that the fees for this project should not exceed **\$36,790.00**, excluding HST and any potential additional costs (as identified and where applicable). If additional fees are required, we will seek Municipality approval at that time.

The fees do not include an amount for: significant appeals to the COR are received and/or a detailed response is required, appeals to the Tribunal or Referee, preparation of contract documents, and for field services during construction.

8.0 CONTRACTUAL ACKNOWLEDGMENT

Robinson Consultants Inc. is prepared to undertake this project in accordance with the Standard Terms of Engagement provided in **Appendix B**.

Yours very truly,

ROBINSON CONSULTANTS INC.



Lorne Franklin, L.E.T., C.E.T, rcca, CISEC
Licensed Drainage Technologist
Drainage Services

Appendix A

Figure 1 Level of Effort and
Fee Estimate

FIGURE 1 - LEVEL OF EFFORT AND FEE ESTIMATE

DIGNARD MUNICIPAL DRAIN THE NATION MUNICIPALITY	Staff							Total	RCI							Total
	RCI								\$200.00	\$160.00	\$125.00	\$135.00	\$125.00	\$125.00	\$90.00	
	AJR	LF	DD	CN-ENG	CAD	FS	SU		AJR	LF	DD	CN-ENG	CAD	FS	SU	
4.1 PROJECT MANAGEMENT, BACKGROUND REVIEW, & MEETINGS																
Project Management	2	12						14	\$ 400.00	\$ 1,920.00					\$ 2,320.00	
Background Review	1	2	4					7	\$ 200.00	\$ 320.00	\$ 500.00				\$ 1,020.00	
On-Site Meeting & Preparation		4	6					10		\$ 640.00	\$ 750.00				\$ 1,390.00	
								0							\$ -	
4.2 ASSESSMENT OF MODIFICATIONS																
Collect, Review and Assess Existing Project Information	1	2	4	4				11	\$ 200.00	\$ 320.00	\$ 500.00	\$ 540.00			\$ 1,560.00	
Confirm Area of Land Use Change & Watershed Boundaries	1	1	2	8	2			14	\$ 200.00	\$ 160.00	\$ 250.00	\$ 1,080.00	\$ 250.00		\$ 1,940.00	
Hydrology & Hydraulic Calculations	1	2	4	52	2			61	\$ 200.00	\$ 320.00	\$ 500.00	\$ 7,020.00	\$ 250.00		\$ 8,290.00	
Initial Consultation with Approving Agencies		2	2					4		\$ 320.00	\$ 250.00				\$ 570.00	
								0							\$ -	
4.3 DESIGN MODIFICATIONS																
Detailed Survey of Existing Drain Including Problem Areas			8			8		16			\$ 1,000.00			\$ 1,000.00	\$ 2,000.00	
Confirm Drainage Area and Prepare Plan	1	1		4	8			14	\$ 200.00	\$ 160.00		\$ 540.00	\$ 1,000.00		\$ 1,900.00	
Determine the Profile & Cross-section Required		1		4	8			13		\$ 160.00		\$ 540.00	\$ 1,000.00		\$ 1,700.00	
Quantity Calculations & Engineer's Estimate	1	2	8					11	\$ 200.00	\$ 320.00	\$ 1,000.00				\$ 1,520.00	
Prepare New Assessment Schedules for Drain	1	2	8					11	\$ 200.00	\$ 320.00	\$ 1,000.00				\$ 1,520.00	
								0							\$ -	
4.4 DRAFT REPORTING																
Draft Engineer's Report	2	6	24	2			1	35	\$ 400.00	\$ 960.00	\$ 3,000.00	\$ 270.00		\$ 90.00	\$ 4,720.00	
Submit 1st Draft to Municipality	1	1	2				1	5	\$ 200.00	\$ 160.00	\$ 250.00			\$ 90.00	\$ 700.00	
Submit 2nd Draft to Approval Agencies	1	1	2				1	5	\$ 200.00	\$ 160.00	\$ 250.00			\$ 90.00	\$ 700.00	
															\$ -	
4.5 FINAL REPORTING & MEETING TO CONSIDER																
Prepare Final Report	1	4	8				1	14	\$ 200.00	\$ 640.00	\$ 1,000.00			\$ 90.00	\$ 1,930.00	
Meeting to Consider	2	4	2					8	\$ 400.00	\$ 640.00	\$ 250.00				\$ 1,290.00	
								0							\$ -	
4.6 COURT OF REVISION																
Court of Revision	2	2	4					8	\$ 400.00	\$ 320.00	\$ 500.00				\$ 1,220.00	
Drainage Tribunal (NOT INCLUDED)								0							\$ -	
	18	49	88	74	20	8	4	261	\$ 3,600.00	\$ 7,840.00	\$ 11,000.00	\$ 9,990.00	\$ 2,500.00	\$ 1,000.00	\$ 36,290.00	

RCI - Robinson Consultants Inc.

AJR - Andy Robinson
 LF - Lorne Franklin
 DD - Dakota Dumont
 ENG - Engineering

CAD - CADD Staff
 FS - Field Staff/Surveying
 SU - Administrative Support Staff

Summary of Phases	
4.1 PROJECT MANAGEMENT, BACKGROUND REVIEW, & MEETINGS	\$ 4,730.00
4.2 ASSESSMENT OF MODIFICATIONS	\$ 12,360.00
4.3 DESIGN MODIFICATIONS	\$ 8,640.00
4.4 DRAFT REPORTING	\$ 6,120.00
4.5 FINAL REPORTING & MEETING TO CONSIDER	\$ 3,220.00
4.6 COURT OF REVISION	\$ 1,220.00
DISBURSEMENTS	\$ 500.00
Total	\$ 36,790.00

\$ 500.00	\$ 500.00
Sub-Total	\$ 36,790.00
HST	\$ 4,782.70
Total	\$ 41,572.70

Appendix B

Terms of Engagement

TERMS OF ENGAGEMENT**GENERAL**

The client hereby authorizes Robinson Consultants Inc. (the Consultant), and the Consultant hereby agrees to render the services for the project as specified and defined in the Consultant's Proposal to the client for this project in accordance with the conditions of assignment stated herein. The Consultant may, at its discretion and at any stage, engage sub consultants to perform part of the services.

COMPENSATION

Fees for the services rendered will be in accordance with the Consultant's Proposal, excluding HST that may be levied thereon. Invoices will be due and payable by the Client within thirty (30) days of the date of the invoice without hold back, deduction or set-off unless the Client has notified the Consultant in writing within ten (10) days of receipt of the invoice of any dispute with the invoice. In such case, the Client is entitled to withhold only the amount in dispute, and both parties shall promptly resolve the dispute as detailed below. Interest on overdue accounts is 18 % per annum (1.5 % per month).

Unless the Consultant's Proposal states otherwise, all expenses incurred as part of the Services shall be reimbursed at cost plus five per cent (5 %).

All quotes for fees for the Services are estimates only and may be exceeded provided the Consultant advises the Client in advance and has received the consent of the Client.

If the Consultant is required to perform additional work or change the Services for reasons beyond its control, or by the request of the Client, the Consultant shall be compensated for such additional work or changes in accordance with the Consultant's Proposal or, if the Consultant's Proposal is silent on that issue, then on a basis to be determined and agreed to by both parties at that time.

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

DATA AND INFORMATION

The Client shall provide to the Consultant all the reports, data, studies, plans, specifications, documents and other information that are relevant to the Services. The Consultant shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by the Client or others in performing the Services and the Consultant assumes no responsibility or liability for the accuracy or completeness of such. Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to the Consultant by the Client. The Consultant shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

The Consultant agrees to maintain the confidentiality of information provided by the Client that is marked as confidential and shall not disclose same to any person other than to its sub consultants and those who actually need to know, unless such information is already in the public domain or is required to be disclosed by law. The Client acknowledges and agrees that the Proposal contains highly valuable, sensitive and confidential information (such as its fees, trade secrets or patented methodologies), and agrees to maintain the confidentiality of same, except as may be required to be disclosed by law. Notwithstanding any prevailing laws that may allow disclosure of the Consultant's confidential information, the Client agrees to notify the Consultant in advance of such disclosure.

TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed to the date of termination.

ENVIRONMENTAL

The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater unless evaluation of pollution is expressly indicated in the proposal. The Consultant will co-operate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

LIMITATION OF LIABILITY

The Consultants shall not be responsible for:

- (a) the failure of a Contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
- (b) the design of, or defects in, equipment supplied or provided by the Client, its Contractor or other third parties or Consultants retained by the Client, for incorporation into the Project;
- (c) any cross-contamination resulting from subsurface investigations;
- (d) any damage to subsurface structures and utilities which were identified and located by the Client;
- (e) any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
- (f) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- (g) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client;
- (h) the negligence of third parties or other consultants who may be retained by the Client;
- (i) cost estimates provided by the Consultant for the cost of work of any other party, the accuracy of which cannot be guaranteed;
- (j) use by third parties who rely upon or make decisions based upon the Services.

The total amount of all claims the Client may have against the Consultants under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available at the time such claims are made.

No claim may be brought against the Consultant in contract or tort beyond the limitation prescribed by law in Ontario or, where permitted by law no more than two (2) years after the Services were completed or terminated under this engagement.

DOCUMENTS

All documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary to observe whether the work of a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing a qualified certification for the work.

DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structural non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of an accredited arbitration centre nearest the location of the Project, which has an expertise in reviewing the dispute in a reasonable time, or by an arbitrator appointed by agreement of the parties. Neither the mediator nor the arbitrator, if appointed, shall in any way be financially interested in the Project or the business of the parties.

Leroux Consultant

Eric Leroux

655, Rue Albert Plantagenet, Ontario K0B 1L0

Cell: (613) 223-9824

June 30th, 2024

File Reference 2024-0605

The Nation Municipality

3248 county Road 9

Fournier, Ontario

K0A 1G0

Attention : Ms. Joanne Bougie-Normand

RE : Drainage Superintendent Duties

Dear Ms. Bougie-Normand

Please find enclosed a brief description of work performed for the period between from June 1st to June 30th, 2024.

General Drainage concerns

- 1) I was asked if I could inspect the Sabourin municipal drain by the Drainage Superintendent of the municipality of North Stormont being at the upper section of the drain. The drain will be evaluated downstream of the boundary concession as the nation is responsible to maintain the lower section of this municipal drain.
- 2) I met with the landowners that requested a short realignment of the Donat Lafleche municipal drain, to give them a hard copy of the drain with explanation of the upcoming meeting-to-consider procedures. I wanted to make sure they understood what to expect and let them know they could be present at the meeting if they had concerns or questions about the final report of the engineer presented to the municipal council prior to adoption under two readings. The owners did not have questions, and did not attend the M-T-C the report.
- 3) I made contact with DFO (Department of Fisheries and Oceans Canada) to request some municipal drains to be classified to have more knowledge while planning maintenance work in the future. Every year DFO offers to perform sampling of municipal drains to be able to know what species habits the drain, the temperature of the stream, and if it is intermittent or constant flow. There is no direct cost to the municipality for these procedures. The cost is paid by DFO's budget being the Federal Government. The Hawkesbury Creek, Cross Creek and Reynald Leduc municipal drains are on the list for sampling this year being unrated drains where we should be performing maintenance in the near future.

- 4) I reviewed land severance requests to send recommendations to update engineer's reports or not if the change is not within a municipal drain watershed. I also prepared section 65(2) cost share agreements proposed to landowners to update the existing municipal drain assessment schedules. We also filed many emailed documents to the digital files to keep information relevant for future use knowing the history of every municipal drain file.
- 5) I attended a meeting with municipal staff to discuss multiple municipal drain procedures already begun to plan the next stages, or to gather information for the municipality to take decisions moving forward. Some drains are also to give feedback to where the drain work or engineer's report status are presently.
- 6) We are working on the planning stages of many municipal drains to prepare onsite maintenance meeting invitations with owners lists, ex: the McLeod Creek municipal drain.
- 7) I received a call from a landowner along the Lafleche-Machabee upstream main drain area asking if we could look into nuisance beaver issues causing very high water retention. We inspected and breached a beaver dam built in a culvert to lower the drain while calling a trapper to rid the drain of nuisance beaver activity. A second culvert was blocked upstream after the water levels were lowered, but this one is mostly being blocked by sediment accumulation, and we also saw where a small sink started over the closed channel. The closed section channel was constructed after the latest engineer's report was adopted in 1969, as confirmed by the engineer's report, plan and profile research we completed. We will contact the landowner to give details of our findings, and ask to look at repairing the crossing at their cost. This structure is not part of the municipal drain, and would not be grantable, or eligible to be assessed to upstream landowners and roads.
- 8) We attended the DSAO meeting held in Alexandria, where many different issues were discuss about drainage situations encountered by Drainage Superintendent's. The association invited two Conservation Authorities to gives us an update of the changes to the CA's responsibilities under the Ontario government CA's act. The CA's now have a more defined mandate to protect wetlands and watercourses. They have more authority with increased fines when someone is not complying with regulations. The CA's now as certain timelines to review applications.
- 9) I asked the SNCA representative if changes of the existing profile of a municipal drain along the Alfred bog limits, now known as a Provincial park would be possible, or it would categorically be refused. I was told that agencies can't refuse a project before being submitted, but any works that could cause any risks to dry off or cause negative effect to these types of wetlands might not be accepted to move forward. I was asking this questions in regards to the Reynald Leduc municipal drain request to lower the drain to drain more land than determined by the latest engineer's report.

- 10) The engineer's appointed to provide an engineer's report for the petition drain juts received by the municipal council were in the area and I asked to meet onsite to look at the area so they could see what the watershed was like. They also had a GPS instrument with them, so they take many elevation points of existing roadside ditch to gather information. The next stage after receiving the petition will be to organise the On-site meeting where landowners, roads and agencies representatives will be invited to discuss the project and gather information for the engineers to be able to draft a report to be presented to owners and members of the municipal council at the meeting-to-consider.
- 11) We went to inspect the St-Pierre municipal drain after I was made aware that the concession road 11 was eroded in a short section because of water receding after the river pushed water levels back in secondary drainage systems. We could see a few short section in the middle of the drain where side slopes were eroded a bit since the last repairs. The slope stabilisation measures installed to the municipal drain are still intact showing the type of material used was well done after two and three years for the sections completed. The river flooded three times and the sections are still as it was after completion. I contacted the Public Works to let them know the road should be inspected to temporarily close or repair it.
- 12) I passed by the Dignard municipal drain to see if any new erosion spots occurred along the county road 8 where we repaired last year. It was still stable for now. A meeting with landowners would have to be planned to look at the access culvert structures that will need to be replaced in the very near future. A new engineer's report will have to be drafted to change the design of the culverts. A section 74 maintenance could not be used when side road culverts are replaced, as this section requires to replace like-for-like installation, and the existing report would not meet new safety regulations or permit applications of the United-Counties of Prescott & Russell. The stability of the steep side slopes along the county road would also be of concern for discussion with landowners, engineer's and Public Works department, for safety issues.

Hoping the above is to your satisfaction, I remain.

Yours truly,



Eric Leroux
Leroux Consultant



Report to Council

Report Number: Drainage 05-2024

Subject: Request for maintenance on Rémi Gauthier municipal drain

Date of the meeting: August 12, 2024

Prepared by: Joanne Bougie, assistant to the Public Works Director

Circulated to and/or collaborated with: Éric Leroux, Drainage Superintendent

Approval by: Pierre Leroux, CAO

In agreement with the recommendation

Recommendation

Be it resolved that Council approves under Section 74 of the Drainage Act 1990 c. D17 the request from the landowner on Pt. Lot 9, concession 9 for a maintenance on Rémi Gauthier Municipal Drain located in the former Township of Caledonia.

Financial Considerations

The assessed landowners in the drain are responsible for the share of cost for work as per the assigned Engineer's report.

Context

The Drainage department received a request to do a maintenance on Rémi Gauthier Municipal Drain.

Report

The landowner on Pt. Lot 9, concession 9 requested maintenance on Rémi Gauthier Municipal Drain in the former Township of Caledonia.

After examining the drain, the Drainage Superintendent recommends the cleaning.

Relevance to priorities

Drainage Act, R.S.O. 1990, c. D.17 - MAINTENANCE, REPAIR AND IMPROVEMENT

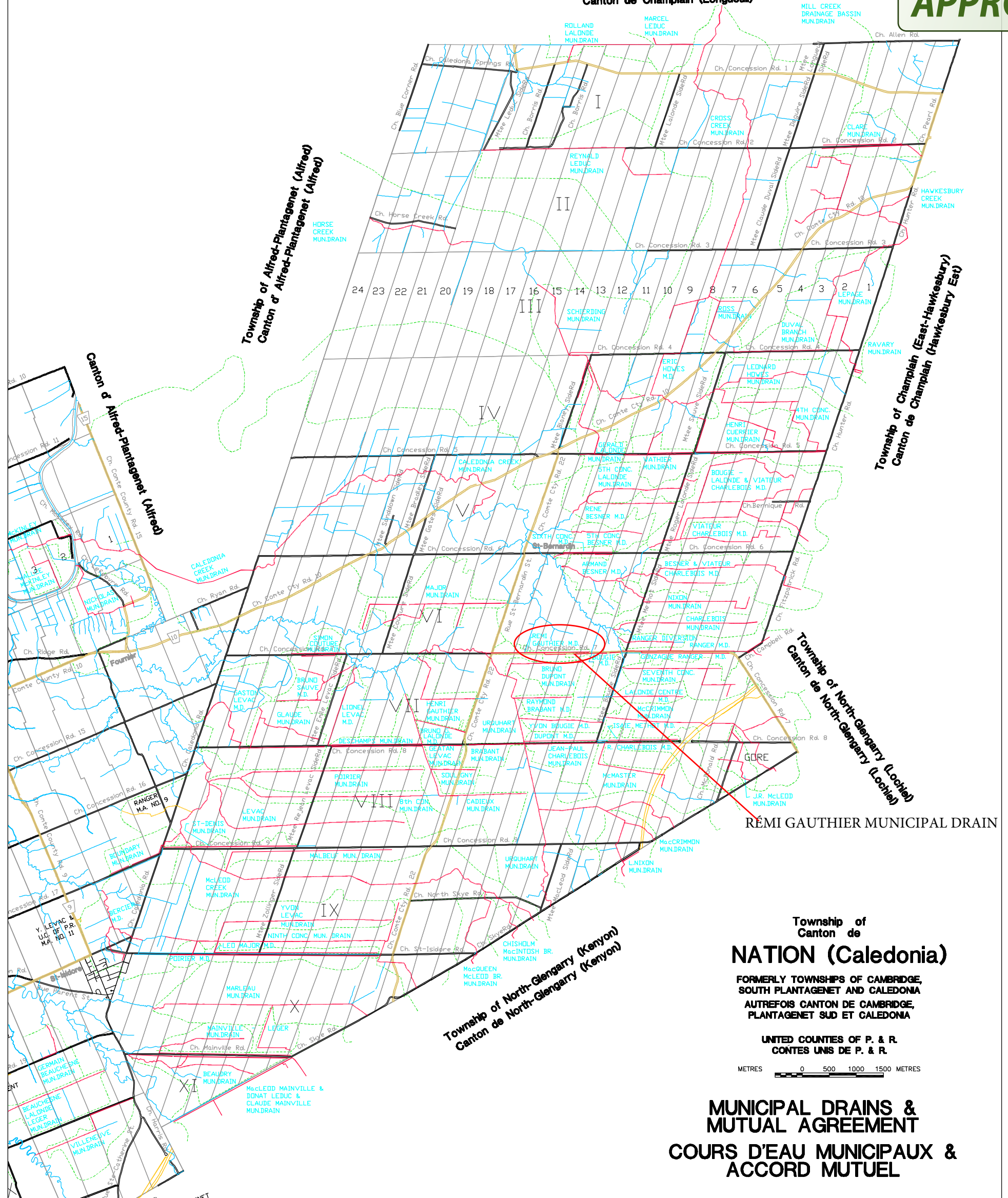
Maintenance of drainage works and cost

74. Any drainage works constructed under a by-law passed under this Act or any predecessor of this Act, relating to the construction or improvement of a drainage works by local assessment, shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works and in the proportion determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report or on appeal therefrom.

Attachment - Municipal drains map in the former Twp. of Caledonia

APPROVED

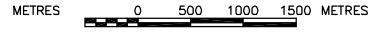
**Township of Champlain (Longueuil)
Canton de Champlain (Longueuil)**



**Township of
Canton de
NATION (Caledonia)**

FORMERLY TOWNSHIPS OF CAMBRIDGE,
SOUTH PLANTAGENET AND CALEDONIA
AUTREFOIS CANTON DE CAMBRIDGE,
PLANTAGENET SUD ET CALEDONIA

UNITED COUNTIES OF P. & R.
CONTES UNIS DE P. & R.



**MUNICIPAL DRAINS &
MUTUAL AGREEMENT
COURS D'EAU MUNICIPAUX &
ACCORD MUTUEL**

- LEGEND**
- COUNTY ROADS
 - VOIES DES CONTES
 - PROVINCIAL HIGHWAYS
 - ROUTES PROVINCIALES
 - TOWNSHIP ROADS
 - CHEMINS DE CANTON
 - UNOPENED ROAD ALLOWANCES
 - EMPRESSES RESERVEES
 - MUNICIPAL DRAINS
 - COURS D'EAU MUNICIPAUX
 - DRAINAGE AREA
 - ZONE DE DRAINAGE
 - NATURAL WATER COURSE
 - COURS D'EAU NATUREL
 - MUTUAL AGREEMENT
 - COURS D'EAU / DRAIN

BASE MAP FOR THIS
DRAWING WAS PROVIDED
BY THE SOUTH NATION
CONSERVATION AUTHORITY.

MAI 2008

MAP PREPARED BY:
CARTE PREPARE PAR:

**Township of Alfred-Plantagenet (Alfred)
Canton d'Alfred-Plantagenet (Alfred)**

**Township of Champlain (East-Hawkesbury)
Canton de Champlain (Hawkesbury Est)**

**Township of North-Glangarry (Locheil)
Canton de North-Glangarry (Locheil)**

**Township of North-Glangarry (Kenyon)
Canton de North-Glangarry (Kenyon)**

**GOUPIL
LAMDUREUX
SOUTH-PLANTAGENET
BESNER
PAQUETTE
M.A. NO. 12**

**RASER
BESNER
RACINE
LANTHIER
M.A. NO. 8**

**ough
ugh)**



Louis Claude Municipal Drain, Court of Revision, Alfred-Plantagenet
Proposed resolution

The Nation Municipality

Meeting type: Regular Council Meeting

Date: August 12, 2024

Resolution #: _____ - 2024

Moved by:

Seconded by:

Be it resolved that Council approves that François St-Amour represents The Nation Municipality and sits at the Court of Revision for the Louis Claude Municipal Drain, to be held on August 15, 2024 at 6:30 p.m. at the Alfred-Plantagenet Town Hall.



Report to Council

Report Number: NFD-06-2024

Subject: Community Risk Assessment

Date of the meeting: August 12, 2024

Prepared by: Mario Villeneuve, Fire Chief

Circulated to and/or collaborated with: N/A

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

Whereas every municipality in Ontario had to review and prepare a Community Risk Assessment by July 1st, 2024 under Ontario regulation 378/18: Community Risk Assessment,

Be it resolved that the municipal council receives the 2024 Community Risk Assessment and hereby mandates the Fire Chief to work towards the implementation of its recommendations and mitigation plans.

Financial Considerations

The majority of the recommendations contained in the CRA can be implemented using the current fire prevention operating budget.

Context

The purpose of this report is to present the revised Community Risk Assessment to the municipal Council.

Report

In 2024 ABKM Consulting with the assistance of municipal staff and fire department personnel undertook a Community Risk Assessment (CRA) in the Nation Municipality. A CRA looks at public safety risks to inform decisions about the fire service. The CRA was done as part of overall risk management for the city, and to meet the requirements of Ontario Regulation 378/18: Community Risk Assessments. The regulation requires the following mandatory profiles be applied when assessing risks to public safety in the community:

1. Geographic
2. Building Stock
3. Critical Infrastructure
4. Demographic
5. Hazard
6. Public Safety Response
7. Community Services
8. Economic
9. Past Loss and Event History

In considering community risk it helps to set priorities and develop strategies on how risk concerns are addressed in the community, including the development of public safety education, fire prevention and emergency response pre-planning. A fire service

should have detailed pre-incident plans and protocols available electronically for each critical infrastructure and each high-risk occupancy. Such plans and protocols will minimize damage in the event of an emergency.

Administering the delivery of fire protection services for any community is a significant task and involves administration, training, response, inspection and enforcement, public education, health and safety, procurement, and strategic planning. The fire service management team requires staff proficient in data management to perform analysis of response outcomes, identify response trends, to assist in tracking all fire service activities.

The development of a CRA will assist elected officials in gaining an understanding of the risks in their community and their role in establishing acceptable service levels. Fire Chiefs as Council's expert on fire service matters should provide Council with advice that is based on evidence and fact. Fire protection services is often a subject that Council members are aware of, however the details of the community risks and the efforts to reduce or eliminate them is often left to the leadership and members of the fire service. The Fire Chief and fire department personnel are the right individuals to deliver the service, however fire services and the level in which they are delivered are decisions exclusive to Council.

Relevance to priorities

The Community Risk Assessment has been prepared to meet our obligations under Ont. Reg 318/18.

Communication Plan

The CRA will be posted on the municipal web site in the Fire Department section.

Attachments

Attachment 1: 2024 Community Risk Assessment

ABKM Consulting

*THE NATION
MUNICIPALITY*

**Community
Risk
Assessment**

June 12

2024



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What is a Community Risk Assessment?

In 2024 ABKM Consulting with the assistance of municipal staff and fire department personnel undertook a Community Risk Assessment (CRA) in The Nation Municipality.

A CRA looks at public safety risks to inform decisions about the fire service. The CRA was done as part of overall risk management for the municipality, and to meet the requirements of Ontario Regulation 378/18: Community Risk Assessments (“the regulation” or “O. Reg. 378/18”) [i](#).

The regulation requires the following mandatory profiles be applied when assessing risks to public safety in the community:

1. Geographic
2. Building Stock
3. Critical Infrastructure
4. Demographic
5. Hazard
6. Public Safety Response
7. Community Services
8. Economic
9. Past Loss and Event History

The fire service delivery model predominant in North America is one based on emergency response. Municipalities usually staff, train, and equip their fire services to respond and deal with the emergency. This model has remained essentially unchanged for a significant time. It is expensive, not the most effective and the sustainability is questionable.

LINK TO PUBLIC FIRE ED REPORT CARD

<https://www.fireengineering.com/leadership/public-fire-ed-report-card-not-all-programs-effective/>

Although the number of fire emergencies is constant or even decreasing in some areas, requests for an emergency response by the fire service (i.e., 911 calls) is increasing. An objective analysis of data may identify several response types that could be reduced by examining and improving the call taking processes to better triage the calls.

Example: *If the call taker receives a call regarding an activated CO alarm, the call taker is to advise the caller to have everyone in the home evacuate. Without any known fire all occupants are now outside. Does, or should the response protocol change? Should the response still occur? YES, but perhaps not an emergency response! Similarly, if a MVC were to occur, and if the call taker was informed there is no fire and no person trapped, why do we send the fire service?*

The Nation fire service has acquired and implemented a software program designed to assist with capturing data and with analysis of information relating to emergency responses, fire inspections and code enforcement and public education. The capture and analysis of pertinent data is paramount to an informed decision-making process, however fire services in general are only beginning to utilize data. Analyzing the outcomes of all emergency responses can identify fire loss trends and thus assist the community in having appropriate materials and programs available. We endorse the use of outcome-based data to assist in the development of public education material and programs to reduce the need for emergency responses.

What is a Community Risk Assessment?

In considering community risk it helps to set priorities and develop strategies on how risk concerns are addressed in the community, including the development of public safety education, fire prevention and emergency response pre-planning. A fire service should have detailed pre-incident plans and protocols available electronically for each critical infrastructure, multi-use, and multi-residential property. Such plans and protocols would minimize damage in the event of an emergency.

Administering the delivery of fire protection services for any community is a significant task and involves administration, training, response, inspection and enforcement, public education, health and safety, procurement, and strategic planning.

The development of a CRA will assist elected officials in gaining an understanding of the risks in their community and their role in establishing acceptable service levels. The CRA further supports direction and policy guidelines for the role an official assumes when elected to municipal government.

Fire Chiefs as Council's expert on fire service matters should provide Council with advice that is based on evidence and fact. Fire protection services is often a subject that Council members are aware of, however the details of the community risks and the efforts to reduce or eliminate them is often left to the leadership and members of the fire service. The Fire Chief and fire department personnel are the right individuals to deliver the service, however fire services and the level in which they are delivered are decisions exclusive to Council.

Although the number of fire emergencies is constant and even decreasing in some areas, the overall demand for emergency response by the fire service is increasing. The Nation Municipality experiences few fire emergencies and has an opportunity to implement efficiency, effectiveness, and targeted risk reduction initiatives that will further improve community fire safety.

Changes within the fire safety delivery system resulting in increased effectiveness, improved public safety, and efficiency may include and are not limited to:

- determining the number of resources sent to calls and the circumstances and information which result in being dispatched,
- tracking when volunteers are arriving at emergency scenes and determining methods of improving the intervention time to reduce the effects of a fire,
- reconsidering the type of apparatus and equipment required based on evidence and need rather than tradition,
- supporting (as the primary public safety provider) an expectation within the municipality, that other than training, or responding to incidents fire staff will be engaged in activities based on education and prevention,
- working with the dispatch agency to improve the triage of calls with the goal of reducing resources dispatched,
- re-focusing the provision of fire services away from the historical model of emergency response to a fire incident,
- working with other municipal departments such as building, planning and social services to reduce risk and improve the well-being of the public,
- enhancing fire safety programs and implementing public education and prevention programs specifically designed for the community needs, targeting areas of greatest risk, and developing operating guidelines to ensure consistency and continuity,
- re-evaluating fire fighter's job descriptions to include increased prevention and public education activities.

Geographic

The geographic profile of a community describes the physical features of the community including the nature and placement of features such as highways, waterways, railways, bridges, landforms, and wildland-urban interfaces. These physical features may have their own risk concerns or potentially have an impact on fire service access or response time.

The Nation Municipality has geography like other southeastern Ontario communities; however the specific geography here is what makes The Nation unique. Hazards include the areas lakes, rivers, streams and water control sites and the existence of the Larose Forest and the wildland interface. Each of those geographic structures bring risks or hazards that the community accepts and works to reduce.

Railway

Railway lines in The Nation intersect at nine (9) level crossings, six (6) locations at Municipal roads and three (3) locations at County roads. Although most vehicles travelling these roads are aware of occasional rail traffic the opportunity exists for a collision and/or derailment to occur. Via rail trains travel though the municipality ten (10) times daily and the deputy chief indicates freight traffic on this rail line is increasing.

Highways

In 2019 approximately thirty-one thousand (31,000) vehicles travelled Highway 417 daily (measured at Limoges Road) and thousands of vehicles also travel County roads. These roadways carry a wide assortment of goods including dangerous and hazardous material. Commuters travelling to and from work, school buses, visitors and people doing business all use the road network in The Nation. Being located near the Trans Canada highway system is great but if that system becomes blocked due to an emergency, traffic may seek alternative routes, including County roads.

LINK TO ONTARIO HIGHWAY REPORT [Theme.aspx \(gov.on.ca\)](#)

Water Courses

The lakes, rivers, streams, and water control sites within the municipality create certain risks that may increase depending on waterflow. An increased waterflow impacts rivers and streams and overall usage on standing water, all of which require consideration in the Nation. The South Nation River, the Scotch River and Castor River all flow through The Nation Municipality and have public access points. The Nation has six (6) stormwater ponds which are used to control storm water runoff and as such have fluctuating water levels. Additionally the municipality has three (3) wastewater lagoons that are lowered annually or semi-annually by pumping treated water into one of the three rivers. There is no relationship with the South Nation Conservation Authority who have responsibility for the rivers and the associated safety on or near them.

Forest

Forested areas pose a serious risk likely beyond the capability of the local fire service. Most municipalities especially those with volunteer forces are not well equipped to deal with large or fast-moving forest fires. The Larose Forest is accessed at several locations in The Nation and although the forest is the responsibility of the County, the County is dependent on area municipalities to respond should an emergency occur.

Geographic

Wildland Interface

An additional risk is areas of wildland interface within or near developed areas of the municipality. Fire loads (forest debris, leaves needles, branches etc.) on the forest floor can be very significant and as such a fire emergency in this area would likely impact nearby residences or outbuildings.

Municipal Footprint

The Nation Municipality has a large landmass or footprint which creates a specific risk that should be addressed. Many properties in the municipality are distant from a fire station which leads to greater response times should an emergency occur. Developing and delivering comprehensive fire safety programs, supporting the residents' ability to proactively improve fire safety measures and residential/home escape planning permits safe evacuation of the resident in the event of an emergency.

LINK TO EMS REPORT

<http://www.emscc.ca/docs/bcs-tomembers/2011/InformingthePublicSept2011.pdf#:~:text=In%20recent%20years%20urban%20Fire%20departments%20in%20Ontario,share%20of%20overall%20Fire%20department%20call%20volumes%20province-wide.>

Building Stock

This profile looks at the number of buildings, their age, and their type of use (“major occupancy classifications” in the Ontario Building Code (OBC)). In doing so potential concerns are highlighted given building use, type, or community importance. This helps in developing programs and activities to address associated risks to public safety such as fire/explosion and structural failure.

From a regulatory perspective OBC compliance is typically enforced by the municipal building department. A significant number of buildings in The Nation were built before the application of the Building Code and the risk they pose may be greater than that found in newer construction.

Specific to the risk of fire, older buildings typically do not have the same fire safety systems and equipment required in newer buildings. The Nation fire service has limited engagement with the building department to ensure Fire Code compliance.

Building use can also influence fire risk. Industrial chemical storage facilities are likely to have a higher fire risk than commercial retail buildings. Similarly, the age and type of residential buildings (e.g. multi-residential, single-family dwelling or town/row houses) also affect the likelihood and consequence of fire.

The fire service in The Nation has not identified structures built utilizing lightweight truss construction. This construction type may place staff at risk should a fire emergency occur in one of these buildings. The history of any building or structure may be known to a few in the community however over time this knowledge is lost.

Identified below are areas of concern surrounding existing building stock:

- Although farms are exempt from some provisions of the Ontario Fire Code farms pose a danger to occupants and responders alike in the event of a fire, ie: property location and size. Information provided indicates there are sixteen hundred and forty-one (1641) farms in the municipality.
- The Nation has forty-four hundred and forty-two (4442) residential buildings. One hundred and five (105) properties are identified by Stats Can as having at least one (1) apartment located within the building. The Nation does not have a comprehensive inspection strategy to ensure that residents are safe from fire hazards.
- The Nation may have homes that are heated with solid fuel (wood, pellets). This heating method increases fire risk to any occupants and all emergency responders.
- Mobile homes located either in a park or individually on any property do not pose any greater danger of a fire occurrence, however, should a fire occur in a mobile home the threat of injury to the occupant is greater. Additionally there is a greater risk to adjacent homes in a park setting due to proximity of the units. The Nation has twenty-five (25) such structures.
- The Nation has one hundred and fifty-five (155) properties that may not be occupied throughout the year. For periods throughout the year these buildings are unoccupied and may be used to store items that are not normally found in a residence (BBQs, fuel, fire appliances). Some of the safety systems may be non-functioning (smoke alarms, CO detectors) due to lack of maintenance. An emergency response to an unoccupied property is a potential risk to responders.
- The ninety (90) commercial and seventy-three (73) industrial properties pose risks both from a building size as well as the processes carried out within the property. In most cases any personnel in the building during an emergency can self evacuate.
- The fourteen (14) Institutional buildings in the municipality pose risks to residents and emergency responders alike.

Critical Infrastructure

This profile explores the capabilities and limitations of critical infrastructure including electricity and water dams, storm water controls and telecommunications facilities. These facilities and services contribute to the interconnected networks, services and systems that meet vital human needs, sustain the economy, and protect public safety and security. The presence/availability and capacity of infrastructure could have a significant impact on such things as dispatch, communications, suppression operations or transportation for the community.

The Nation has limited critical municipal infrastructure however the infrastructure that does exist in the municipality is still very important. Pre-Incident Planning or response plans detail placement of incoming apparatus along with tasks to be accomplished and the order those tasks should be performed for the best possible outcome in the event of a fire emergency.

Water Treatment Facilities

Water treatment and storage facilities are critical to the residents of the community but also to the fire service as these not only provide safe potable water but also control water to the fire hydrants. There are no current incident plans in place for these important facilities.

Waste Water Facilities

Wastewater facilities in The Nation include pumping stations and lagoons. The pumping stations have high voltage and high-volume pumps and at each of the lagoons there is a facility to introduce additives to the effluent prior to pumping into the settling lagoons. The storage and use of chemicals may pose a risk to responders. The Nation does not have an inspection program for these facilities or incident plans in place.

Electrical Distribution System

This critical infrastructure poses high risks to emergency responders if involved in a fire emergency. Pre-incident planning would assist the responder(s) identifying the risk and limitations if any when dealing with these facilities.

Communication Towers/Facilities

Communication towers, buildings and sites are essential to ensure proper emergency communications between emergency responders as well as with support agencies. The Nation does not have a practice of incident planning in place for its communication facilities.

Transportation Corridors

Although much of the transportation infrastructure are the responsibility of the province or the county, locally the fire service needs to be keenly aware of any risk(s) that may impact the ability to deliver service. Should a major corridor become unusable the public need to be aware of the potential for delayed responses.

Municipal Government

The continuity of Government is essential, and the fire department need to be aware of their role in ensuring this critical function is maintained. Planning emergency responses to all facilities that support government function(s) is critical.

Demographics

This profile describes the community in terms of population (size and distribution), age, gender, cultural background, level of education, socio-economic make-up, and transient population. The 2021 census and the fire service are the sources of information for this profile.

The demographics of a community and target audiences require consideration and respect in the development of public safety education and prevention programs, strategies, and distribution of resources. All fire safety programming and education require an awareness of population trends to be effective.

The population of The Nation is listed by StatsCan as 13,350 and the number of residents in the municipality at any given moment is not constant. This number fluctuates routinely as residents travel out of the community and guests travel into The Nation for various reasons.

During summer months the visitor population increases as many people reside at their summer or vacation properties. The Calypso Water Park is an example where over twenty thousand (20,000) people may visit the park daily, more than doubling the population of The Nation. The transient nature of the population in The Nation suggests the risks associated are dynamic. To be effective fire safety programming and education should be aware of the population trends.

In The Nation approximately eighteen (18) percent of the population are school aged children. About six hundred (600) students attend schools in the municipality where the fire service is known to provide public education. Approximately seventeen hundred (1700) students attend schools outside of the community and there is no clear indication that this demographic is receiving public education. Around twenty (20) percent of the residents in The Nation are aged sixty-five (65) or greater. The Nation fire service has not indicated they have engaged the older adults in any public education programming. Each group requires individual programming to aid in understanding public fire safety.

Population (breakdown by age)

LINK (Sourced from Statistics Canada):

[Profile table, Census Profile, 2021 Census of Population - The Nation / La Nation, Municipality \(M\) \[Census subdivision\], Ontario \(statcan.gc.ca\)](#)

The following population distribution chart can assist with identifying high-risk or vulnerable demographic groups in your community.

Ages of Population	# of People	% of Total Population
0-4	805	6.03 %
5-9	890	6.67 %
10-14	800	5.99 %
15-19	690	5.17 %
20-24	580	4.34 %
25-29	805	6.03 %
30-34	1010	7.57 %
35-39	975	7.30 %
40-44	845	6.33 %
45-49	855	6.40 %
50-54	915	6.85 %
55-59	1160	8.69 %
60-64	985	7.38 %
65-69	730	5.47 %
70-74	565	4.23 %
75-79	375	2.81 %
80-84	195	1.46 %
85 and over	170	1.27 %

Hazard

Hazard profile refers to the hazards in the community, including natural hazards, hazards caused by humans, and technological hazards. This includes but is not limited to, hazardous material spills, floods, freezing rain/ice storms, forest fires, hurricanes, tornadoes, transportation emergencies (i.e. air, rail, or road), snowstorms, windstorms, extreme temperature, cyber-attacks, human health emergencies, and energy supply (i.e. pipelines, storage and terminal facilities, electricity, natural gas and oil facilities, etc.).

The municipality should consider all potential hazards that pose a significant risk to, or may have a significant impact on the community, and to which the fire department will respond.

Examining the Hazard Identification and Risk Assessment (HIRA) contained within the Municipalities Emergency Response Plan hazards with the highest priorities should be considered within the Community Risk Assessment, as the fire service will likely be the initial responding agency and be in place prior to an emergency declaration.

High hazards focus on widespread system failures, electricity and telecommunication systems and transportation mishaps. These systems often fail during extreme weather events initiating a demand for fire service personnel, not as a fire response but from an Emergency Management perspective. Structure and wildland fire responses are also high hazards that may need a cooperative approach with Emergency Management.

Emergencies can occur within The Nation Municipality. Listed below are the events the municipality has determined are most likely to occur.

1. Drought/Extreme Heat
2. Forest Fire/Urban Interface
3. Snowstorms/Blizzards
4. Ice/Sleet Storms
5. Human Health Emergencies/Epidemic
6. Transportation Accidents
7. Energy Emergency
8. Cybersecurity

Public Safety Response

This profile outlines the response capabilities of incidents responded to by other entities. These are other public safety response agencies (such as police, ambulance, rescue) that might be tasked to, or able to help in some way with emergency response, or with addressing the impact of an emergency.

This profile also has the potential to contribute toward an understanding of incident-related data. Data from other public safety response agencies could assist in recognizing potential interdependencies and the mutual benefit of a tiered or joint response in addressing risks to public safety. Analysis of data may identify opportunities to further explore the treatment of risk based or shared responsibilities.

Police

The OPP provide policing services to The Nation Municipality. The OPP may not always have members within the municipality, and should an emergency occur the local fire service responds and is required to maintain scene safety until policing services arrive.

An opportunity exists to partner with the OPP to enhance public safety awareness and participate on a regular basis during events held in the community.

Emergency Medical Service

Paramedic services answering to the United Counties of Prescott and Russell (UCPR) provide Emergency Medical Services (EMS) in The Nation Municipality. Most fire services have a tiered response agreement with the primary EMS provider to support should they be delayed; however the agreement provided by The Nation is an agreement between Clarence-Rockland and the UCPR. The Nation is without an agreement and responds if requested.

Public Health

Eastern Ontario Public Health provides supportive services throughout the United Counties of Prescott and Russell. These services may be utilized by the emergency responder and residents alike. Fire fighters often find themselves in circumstances where material or resources from public health agencies would assist the victims of an emergency.

Highway Maintenance Provider

The province hires a contractor to provide services along all provincial highways which include responding to emergencies to perform services related to the highway (signage, closures, detours, repairs to provincial property etc.). The municipality does not have an agreement with the highway maintenance contractor to provide a timely response in the event of a highway emergency. This leaves the emergency responders performing tasks to ensure the scene safety and not focusing on the provision of fire department related tasks.

Railway Safety (Police)

There is no engagement between The Nation Municipality and VIA Rail or its policing agency, nor is it apparent that they are involved in safety programming along its right of way.

County Forest (Larose)

The municipality may not be staffed or equipped with sufficient resources to support a forest fire should it occur. The Larose Forest is the responsibility of UCPR, and it is unclear regarding the responsibilities of The Nation or its fire department in the event of a fire emergency.

Community Services

This profile describes the types of services provided by other groups in the community and their respective service capabilities. The presence and potential abilities of other agencies, organizations, or associations to provide services may assist in mitigating the impact of emergencies to which the fire service responds. These community services also have the potential to reduce risks to public safety by providing a means of delivering public education and prevention programs. Although most fire services deliver fire safety programming in some form, developing partnerships with area agencies will likely increase the audience and improve the overall number of residents being directly engaged.

Service Clubs

Service clubs (Optimists Club etc.) have mandates to support a wide range of programs aimed at improving the lives of the public. These programs may be local or international and as such the fire department could engage any service clubs to explore opportunities that may mutually benefit the residents of The Nation.

Places of Worship

Places of worship are gathering places within our communities and with that in mind the opportunity to share public safety information with the congregation(s) exist and may be considered.

Red Cross

The Canadian Red Cross may provide emergency and disaster services in partnership with first responders, emergency managers, public officials, and in collaboration with other volunteer sector organizations. These services may include emergency lodging, reception and information, emergency food and clothing, personal services, and family reunification.

Economic

Economic profile refers to the economic sectors affecting the community that are critical to its financial sustainability. For example, if a town has a large industrial or commercial occupancy that has a significant impact on the local economy the fire department may consider increasing its public fire safety education and fire code inspection and enforcement activities to reduce the probability of a significant incident requiring a large-scale emergency response.

The Nation has more than seventy (70) industrial and ninety (90) commercial properties that may employ a large number of the local workforce. The water park with the volume of visitors must be considered as a major employer. The loss of this venue would impact the economics of the community. Mid-sized industry that exists in the municipality is also an important economic factor. Without these employers, communities begin to decline.

The Nation fire service is not aware of the current count of employees at each of the industrial and commercial properties within the municipality, and the municipality does not identify the economic value of any enterprise within its boundaries. It would benefit the municipality in planning its service delivery to be aware of the number of employees and economic value of area businesses.

Past Event and Loss History

The department has acquired an electronic records management system (RMS) that tracks all incidents. The RMS offers a more effective way to schedule and track public education messages; when, where, and how the messages are being delivered, along with a means of identifying the audience demographic and residence location. The system also permits scheduling of prevention and code enforcement activities. Continuing evaluation of the system is required to ensure alignment with municipal strategies, record keeping requirements and retention schedules.

The Nation Fire Department does not have a scheduled inspection program for commercial properties and would benefit by scheduling inspections in all multi-use facilities, commercial and multi-residential properties throughout the community.

Design flaws, maintenance issues, heating and electrical failure, and the misuse of heating material have been a consistent cause of fires over the past years. As well fires at area farms are a potential high dollar loss occurrence in The Nation. Fire cause determination should be reviewed and augmented to ensure the cause of every fire response is known. Designate staff as lead for fire investigations who have or will receive advanced training.

A continued analysis of fire cause(s) will aid in the development of education programs and materials to address fire concerns specific to The Nation. All too often fire services deliver prevention/public education programs based on fire causes that may not be predominant in the local community. It is not that the efforts are wasted however the community may be better served if the programs are suitably targeted.

Municipal Fires: Overview Property Class, Injuries, Cause, Ignition Source (2009-2022) - Summary

(Data Source: OFM SIR reporting)

Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

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Summary: Total Emergency calls (fires and non fire calls), including Vehicle fires							
	Total	A. Loss Fire Structure	B. Loss Fire Other	C. Loss Fire Vehicle	D. No loss Fire	E. No loss Fire EXCLUDED	F. Non fire call
2009	41	3	3	2	1	2	30
2010	201	9	1	4	3	8	176
2011	241	8	0	7	1	9	216
2012	292	9	1	5	4	20	253
2013	211	10	0	10	2	2	187
2014	224	5	0	6	5	2	206
2015	255	14	0	6	0	18	217
2016	249	8	0	3	4	8	226
2017	266	9	1	9	3	6	238
2018	258	13	0	6	2	15	222
2019	232	8	0	2	0	6	216
2020	223	8	0	11	2	18	184
2021	200	4	0	4	1	21	170
2022	275	5	0	4	7	18	241

Conclusion

Fundamentally discussions regarding components of fire protection services are usually identified as the “Three Lines of Defence”:

- 1) public education,
- 2) fire prevention and code enforcement
- 3) emergency response

As a society we remain focused on fire departments providing the third line or emergency response and as a society we need to refocus our resources toward activities and programs that will improve outcomes to our residents. Emergency response is still required however public education, inspection and code enforcement should play a more prominent role within the delivery of fire service.

The Standard Operating Guidelines (SOGs) of The Nation Fire Department do not include procedures to guide fire fighters in the provision of or assisting with fire prevention and/or public education activities. An opportunity exists to refocus the activity of the fire service onto prevention activity by all staff. Suppression staff performing or assisting in prevention activities lowers community risk of fire. Every response by The Nation fire service creates an opportunity for the fire service members to engage the public and impart public fire safety education.

Improve measurement of performance and outcomes. Avoid continued response to incidents because of traditional response practices. As an example, determine from experience the number of automatic alarms resulting from a fire compared to those that were also called in. From that data determine the effectiveness of automatic alarms and develop education programs to inform property owners and building occupants of requirements for maintenance.

The Nation should use the information collected in the RMS to analyze outcome data for all its activities. Use the facts to inform themselves and work with the fire dispatch agency to re-establish a dispatch protocol determining which incident types, and under what circumstances fire will attend. Reform all protocol for responses to automatic alarms, such as smoke and carbon monoxide, to reduce the number of trucks responding in emergency mode. The Nation fire service should work with its call taking agency to examine call taking and dispatch methods improving the process, permitting the correct resources to attend as required.

The Nation fire service should examine job descriptions and ensure fire service activities support the priorities of the municipality. The Establishing and Regulating by-law should be reviewed regularly.

The fire department is currently making best-effort decisions that are well-intentioned but not always supported by data or science. An example is the COVID years where prior to COVID many responses were made to various levels of medical calls. In 2020 and 2021 calls to the most severe medical incidents were curtailed to reduce firefighter exposure to COVID. No known negative outcome resulted from this modification. There are many studies related to medical calls and response times, and the accepted figure is that fewer than five percent are time sensitive. The Nation should seek medical guidance to help identify which medical incidents they should respond to.

Conclusion

Listed below are factors for Council's consideration:

- Be aware of the commitment (in time and money) that may be required for staff training and equipment to deliver a specific service.
- Have a visible and expressed position of supporting the future fire protection in the Municipality.
- Review By-laws regularly to ensure they reflect current priorities and strategies.
- Approve a policy supporting diversity within its fire service workforce and ensure fire stations have appropriate facilities. (washrooms, showers)
- Establish a service level based on assessed risk. Other jurisdictions have moved away from a time-factored service to an integrated risk assessment that may apply differently in areas of the Municipality.
- Ask municipal staff to examine the cost of each fire department call-out to non-fires and determine if the costs associated can be recovered through the fees for service.
- Consider augmenting the volunteer fire fighters by employing students/interns, working under the direction of the Fire Chief, to deliver public safety messages and assist in other fire service functions that focus on the wellbeing of its residents.

From Risk Assessment to Risk Treatment

Risk can be addressed in many ways. For the purposes of this assessment, the risks to public safety will be addressed using these four options:

- Avoid - Eliminate the hazard
- Mitigate - Reduce probability or impact of the risk
- Accept - Respond should an incident occur
- Transfer - Transfer the risk to another party

Recognized Risk and Treatment Plan

Geographic Profile

Risk:	Highways
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none"> - The municipality should approach the maintenance contractor and establish an agreement detailing the responsibilities for each party. - Have discussions with the call taking agency to capture relevant information regarding all highway incidents.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Railway
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none"> - The municipality should engage the railway owner and establish an agreement to co-operate and share public messaging regarding railway safety.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Water/Lake
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none"> - All public access points to area rivers and lakes should have public education material, and signage providing users with an emergency access number.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Building Stock Profile

Risk:	Older Construction
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The Nation fire department working in conjunction with the building department should identify older construction that was built prior to the implementation of the building and/or fire codes. - Targeted public education and fire prevention programs should be implemented and tracked in these buildings.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Lack of knowledge of buildings utilizing lightweight construction
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The Nation fire service in cooperation with the building department should develop a list of properties utilizing lightweight construction. - Develop response plans to ensure the safety of residents and fire service members in the event of a fire.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Fire service involvement in planning and approval process
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The Municipality should ensure all relevant municipal departments cooperate in the planning and approval process, and any engagement be recorded to maintain continuity of information (ie: Public works, fire department, building and planning).
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Critical Infrastructure Profile

Risk:	Communication site and towers
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - Inspections should be completed where required. - Prepare a detailed emergency response plan to ensure these properties are meeting any code requirements. - Plans should be available to all emergency responders should an emergency occur.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Transportation corridors
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - Develop response plans to ensure any occurrence or failure of these systems do not impact fire service delivery. - Confirm methods of communication by the highway contractor and County roads department are in place that ensure timely notification if any failure occurs on the provincial highway or county roadway.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Demographic Profile

Risk:	Public education programs not targeted
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - Detailed analysis of each response is required to ensure corresponding public education and fire prevention programs, and educational material are available in The Nation.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	School aged children schooled outside of Municipality
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - Given that most school aged children attend schools outside of the municipality The Nation should work with neighbouring communities to ensure area students are receiving public safety messaging.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Local at-risk populations not identified
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - Detailed analysis of each response is required to ensure the demographics of those impacted are captured ensuring timely and appropriate material for prevention and public education programs are available after an incident.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Diversity in the fire service
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The Nation fire service should be working to ensure the residents are served by a delivery agency that is similar in diversity to the population being served. The existing by-law should be examined to ensure the hiring process is free of any barriers (real or perceived) and supports diversity. - The Municipality is required to ensure an appropriate workplace environment (ie: gender specific washroom/shower facilities).
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Public Safety Profile

Risk:	Lack of formal relationships with Policing agencies
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The Nation fire service should consider formal partnerships with the policing agencies to permit improved efficiency and effectiveness of shared public safety programming. - Joint training exercises should be considered to inform responders of the responsibilities of each responding agency.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Lack of formal relationships or agreements with EMS provider
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The municipal fire service should engage the EMS provider and establish an agreement to co-operate and share public messaging regarding safety, roles, and responsibilities in joint responses.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Lack of agreement with Highway Maintenance Contractor
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The municipality should engage the contractor and establish an agreement supporting improved response by the contractor to highway emergencies.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Improved relations with Eastern Ontario Public Health
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The municipality should engage Eastern Ontario Public Health for opportunities to share public information regarding the health and welfare of residents they encounter, as well as their own responders.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Lack of formal relationship with United Counties of Prescott Russell
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The municipality should engage with the United Counties of Prescott and Russell to establish a sharing arrangement on concerns that may be of mutual interest (Public safety in social housing).
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Hazard Profile

Risk:	Emergency responses that may initiate a municipal emergency
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none">- The Nation Municipality should examine its emergency procedures in the event a municipal emergency occurs when the fire service is already deployed, (ie: transportation accident or wildfire incidents).
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Community Services Profile

Risk:	Lack of agreements with local service clubs
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> - Engage the service clubs and explore opportunities supporting the distribution of public education materials.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Lack of partnerships with places of worship
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> - Fire Department should explore opportunities to work with local places of worship in the delivery of public safety messaging.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Lack of an agreement with Red Cross
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> - Engage the Red Cross and explore opportunities supporting the distribution of public education materials and victim support during emergencies.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Economic Profile

Risk:	Lack of knowledge of economic impact of a fire occurring at any property
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<p><i>Treatment plan:</i></p> <ul style="list-style-type: none"> - The Nation Municipality should perform a review of area businesses and determine the number of employees in each and the economic value of commercial and industrial properties. - Targeted programs should be implemented that assist local industry to ensure fire safe operations at all sites. - Establish emergency response plans for each property and share with staff.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Past Loss and Event History Profile

Risk:	Fire cause not always determined
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none"> - The Nation fire service should determine the cause of each fire and have skilled staff available in this role.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Lack of Standard Operating Procedures for fire prevention
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none"> - All fire department staff should be engaged in fire prevention and public education activities within the municipality. - Develop SOPs to ensure the delivery of these activities is consistent.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Fire prevention inspections
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none"> - The Nation fire service should increase its presence in the community by performing additional fire safety inspections, recording the fire service actions, and completing an analysis of all violations.
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	
Risk:	Forest fire-wildland interface prevention programs
<input type="checkbox"/> Avoid	
<input checked="" type="checkbox"/> Mitigate	<i>Treatment plan:</i> <ul style="list-style-type: none"> - The Nation fire service should promote and deliver prevention programs designed to reduce and eliminate wildland and forest fire risks. (ie: Firesmart)
<input type="checkbox"/> Accept	
<input type="checkbox"/> Transfer	

Appendix A: Regulation

Ontario Regulation 378/18: **Community Risk Assessments** (O. Reg. 378/18) requires that every municipality and every fire department in a territory without municipal organization complete a community risk assessment and use it to inform decisions on the provision of fire protection services.

Link to Regulation: [O. Reg. 378/18: COMMUNITY RISK ASSESSMENTS \(ontario.ca\)](#)

Appendix B: Municipal Fires: Overview Property Class, Injuries, Cause Ignition Source (2009–2022) – Comprehensive Report

(Data Source: OFM SIR reporting)

Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source

The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.



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Summary: Total Emergency calls (fires and non fire calls), including Vehicle fires

	Total	A. Loss Fire Structure	B. Loss Fire Other	C. Loss Fire Vehicle	D. No loss Fire	E. No loss Fire EXCLUDED	F. Non fire call
2009	41	3	3	2	1	2	30
2010	201	9	1	4	3	8	176
2011	241	8	0	7	1	9	216
2012	292	9	1	5	4	20	253
2013	211	10	0	10	2	2	187
2014	224	5	0	6	5	2	206
2015	255	14	0	6	0	18	217
2016	249	8	0	3	4	8	226
2017	266	9	1	9	3	6	238
2018	258	13	0	6	2	15	222
2019	232	8	0	2	0	6	216
2020	223	8	0	11	2	18	184
2021	200	4	0	4	1	21	170
2022	275	5	0	4	7	18	241

Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



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The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

Table 1: Fires by Property Category		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total	LOSS FIRES	8	14	15	15	20	11	20	11	19	19	10	19	8	9
	INJURIES	0	0	0	0	1	1	0	1	0	0	1	0	0	0
	FATALITIES	1	0	0	0	1	0	0	0	0	0	2	0	0	0
	EST \$ LOSS	\$179,500	\$594,975	\$760,620	\$235,590	\$1,947,165	\$701,100	\$2,717,000	\$4,020,006	\$1,604,700	\$1,113,323	\$967,370	\$1,701,597	\$880,998	\$122,227
	NOLOSS FIRES	3	11	10	24	4	7	18	12	9	17	6	20	22	25
STRUCTURE	LOSS FIRES	3	9	8	9	10	5	14	8	9	13	8	8	4	5
	% of Loss fires	38%	64%	53%	60%	50%	45%	70%	73%	47%	68%	80%	42%	50%	58%
	INJURIES	0	0	0	0	1	1	0	1	0	0	1	0	0	0
	% of Injuries	0%	0%	0%	0%	100%	100%	0%	100%	0%	0%	100%	0%	0%	0%
	FATALITIES	1	0	0	0	1	0	0	0	0	0	2	0	0	0
	% of Fatalities	100%	0%	0%	0%	100%	0%	0%	0%	0%	0%	100%	0%	0%	0%
EST \$ LOSS	\$130,000	\$543,975	\$422,120	\$139,725	\$1,875,015	\$533,500	\$2,659,000	\$3,996,006	\$1,276,800	\$854,823	\$927,370	\$866,600	\$684,999	\$12,227	
% of Est. \$ Loss	72%	91%	55%	59%	96%	76%	99%	98%	80%	77%	96%	51%	78%	10%	
NOLOSS FIRES	1	3	1	2	2	3	0	3	3	1	0	2	1	5	
OUTDOOR	LOSS FIRES	3	1	0	1	0	0	0	0	1	0	0	0	0	0
	% of Loss fires	38%	7%	0%	7%	0%	0%	0%	0%	5%	0%	0%	0%	0%	0%
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
EST \$ LOSS	\$37,000	\$6,000	\$0	\$800	\$0	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0	\$0	\$0	
% of Est. \$ Loss	21%	1%	0%	0%	0%	0%	0%	0%	0%	12%	0%	0%	0%	0%	
NOLOSS FIRES	0	0	0	1	0	1	0	0	0	0	1	0	0	0	
VEHICLE	LOSS FIRES	2	4	7	5	10	6	6	3	9	6	2	11	4	4
	% of Loss fires	25%	29%	47%	33%	50%	55%	30%	27%	47%	32%	20%	58%	50%	44%
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
EST \$ LOSS	\$12,500	\$45,000	\$338,500	\$95,065	\$72,150	\$167,600	\$58,000	\$24,000	\$127,900	\$258,500	\$40,000	\$834,997	\$195,999	\$110,000	
% of Est. \$ Loss	7%	8%	45%	40%	4%	24%	2%	1%	8%	23%	4%	49%	22%	90%	
NOLOSS FIRES	0	0	0	1	0	1	0	0	1	0	0	0	0	2	
No Loss outdoor fires EXCLUDED	LOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Loss fires	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
EST \$ LOSS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
% of Est. \$ Loss	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
NOLOSS FIRES	2	8	9	20	2	2	18	8	6	15	6	18	21	18	

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.

Percentage figures are rounded to the nearest 1 percent. 0% indicates that the percentage is less than 1.

LOSS fires: fires with a report of injury, fatality or \$ loss damage. NOLOSS fires: fires with \$0 loss damage and 0 injury and 0 fatality reported.

NOLOSS fires Excluded: (OFM response code 3) fires occurring outdoors only with \$0 loss and 0 injury/fatality that did NOT occur in dump/recycling and NOT caused by arson, vandalism or children playing.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

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Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

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Table 2: Fires by Property Class		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total	LOSS FIRES	3	9	8	9	10	5	14	8	9	13	8	8	4	5
	INJURIES	0	0	0	0	1	1	0	1	0	0	1	0	0	0
	FATALITIES	1	0	0	0	1	0	0	0	0	0	2	0	0	0
	EST \$ LOSS	\$130,000	\$543,975	\$422,120	\$139,725	\$1,875,015	\$533,500	\$2,659,000	\$3,996,006	\$1,276,800	\$854,823	\$927,370	\$866,600	\$684,999	\$12,227
	NOLOSS FIRES	1	3	1	2	2	3	0	3	3	1	0	2	1	5
Group A Assembly	LOSS FIRES	0	0	0	0	1	0	0	1	0	0	0	0	0	0
	% of Loss fires	0%	0%	0%	0%	10%	0%	0%	13%	0%	0%	0%	0%	0%	0%
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
EST \$ LOSS	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0	\$6	\$0	\$0	\$0	\$0	\$0	\$0	
% of Est \$ loss	0%	0%	0%	0%	8%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Group B Care and Detention	LOSS FIRES	0	0	0	0	0	1	1	0	0	2	0	0	0	1
	% of Loss fires	0%	0%	0%	0%	0%	20%	7%	0%	0%	15%	0%	0%	0%	20%
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
EST \$ LOSS	\$0	\$0	\$0	\$0	\$0	\$500	\$2,000	\$0	\$0	\$101,000	\$0	\$0	\$0	\$5,000	
% of Est \$ loss	0%	0%	0%	0%	0%	0%	0%	0%	0%	12%	0%	0%	0%	41%	
NOLOSS FIRES	0	0	0	0	0	0	0	0	0	1	0	0	0	0	
Group C Residential	LOSS FIRES	3	6	4	4	3	3	10	6	6	8	5	6	3	2
	% of Loss fires	100%	67%	50%	44%	30%	60%	71%	75%	67%	62%	63%	75%	75%	40%
	INJURIES	0	0	0	0	0	1	0	1	0	0	0	0	0	0
	% of injuries	0%	0%	0%	0%	0%	100%	0%	100%	0%	0%	0%	0%	0%	0%
	FATALITIES	1	0	0	0	0	0	0	0	0	0	2	0	0	0
	% of fatalities	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%
EST \$ LOSS	\$130,000	\$43,575	\$215,120	\$21,200	\$425,000	\$530,000	\$1,650,000	\$996,000	\$626,300	\$403,123	\$572,350	\$645,400	\$384,999	\$2,202	
% of Est \$ loss	100%	8%	51%	15%	23%	99%	62%	25%	49%	47%	62%	74%	56%	18%	
NOLOSS FIRES	1	2	1	1	2	1	0	1	2	0	0	1	1	2	
Group D Business and Personal Services	LOSS FIRES	0	0	0	1	0	0	0	0	0	0	0	0	0	0
	% of Loss fires	0%	0%	0%	11%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
EST \$ LOSS	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
% of Est \$ loss	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only. Percentage figures are rounded to the nearest 1 percent. 0% indicates that the percentage is less than 1.

LOSS fires: fires with a report of injury, fatality or \$ loss damage. NOLOSS fires: fires with \$0 loss damage and 0 injury and 0 fatality reported.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

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		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Group F Industrial	LOSS FIRES	0	0	0	1	4	0	0	0	1	2	0	1	0	2
	% of Loss fires	0 %	0 %	0 %	11 %	40 %	0 %	0 %	0 %	11 %	15 %	0 %	13 %	0 %	40 %
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
	FATALITIES	0	0	0	0	1	0	0	0	0	0	0	0	0	0
	% of fatalities	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
EST \$ LOSS	\$0	\$0	\$0	\$110,000	\$425,015	\$0	\$0	\$0	\$0	\$500	\$350,500	\$0	\$1,200	\$0	\$5,025
% of Est \$ loss	0 %	0 %	0 %	79 %	23 %	0 %	0 %	0 %	0 %	0 %	41 %	0 %	0 %	0 %	41 %
NOLOSS FIRES	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Structures/Properties not classified by O.B.C.	LOSS FIRES	0	2	1	0	0	1	2	0	0	1	0	0	0	0
	% of Loss fires	0 %	22 %	13 %	0 %	0 %	20 %	14 %	0 %	0 %	8 %	0 %	0 %	0 %	0 %
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
EST \$ LOSS	\$0	\$400	\$76,000	\$0	\$0	\$3,000	\$7,000	\$0	\$0	\$200	\$0	\$0	\$0	\$0	
% of Est \$ loss	0 %	0 %	18 %	0 %	0 %	1 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	
NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Classified under National Farm Building Code	LOSS FIRES	0	1	3	3	2	0	1	1	2	0	3	1	1	0
	% of Loss fires	0 %	11 %	38 %	33 %	20 %	0 %	7 %	13 %	22 %	0 %	38 %	13 %	25 %	0 %
	INJURIES	0	0	0	0	1	0	0	0	0	0	1	0	0	0
	% of injuries	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
EST \$ LOSS	\$0	\$500,000	\$131,000	\$8,520	\$875,000	\$0	\$1,000,000	\$3,000,000	\$650,000	\$0	\$355,020	\$220,000	\$300,000	\$0	
% of Est \$ loss	0 %	92 %	31 %	6 %	47 %	0 %	38 %	75 %	51 %	0 %	38 %	25 %	44 %	0 %	
NOLOSS FIRES	0	1	0	1	0	2	0	1	1	0	0	1	0	2	

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.

Percentage figures are rounded to the nearest 1 percent, 0% indicates that the percentage is less than 1.

LOSS fires: fires with a report of injury, fatality or \$ loss damage. NOLOSS fires: fires with \$0 loss damage and 0 injury and 0 fatality reported.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source

The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022
Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

Table 3a: Civilian STRUCTURE Fire Injuries and Fire Fatalities by Property Class

		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total	Civilian fire injuries	0	0	0	0	1	1	0	1	0	0	1	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	100%	100%	0%	100%	0%	0%	100%	0%	0%	0%
	Civilian fire fatalities	1	0	0	0	1	0	0	0	0	0	2	0	0	0
	<i>% of civilian fatalities</i>	100%	0%	0%	0%	100%	0%	0%	0%	0%	0%	100%	0%	0%	0%
Group A Assembly	Civilian fire injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Civilian fire fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Group B Care and Detention	Civilian fire injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Civilian fire fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Group C Residential	Civilian fire injuries	0	0	0	0	0	1	0	1	0	0	0	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	0%	100%	0%	100%	0%	0%	0%	0%	0%	0%
	Civilian fire fatalities	1	0	0	0	0	0	0	0	0	0	2	0	0	0
Group D Business and Personal Services	Civilian fire injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Civilian fire fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Group F Industrial	Civilian fire injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Civilian fire fatalities	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Structures/Properties not classified by O.B.C.	Civilian fire injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Civilian fire fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Classified under National Farm Building Code	Civilian fire injuries	0	0	0	0	1	0	0	0	0	0	1	0	0	0
	<i>% of civilian injuries</i>	0%	0%	0%	0%	100%	0%	0%	0%	0%	0%	100%	0%	0%	0%
	Civilian fire fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Civilian fire fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of civilian fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.
Percentage figures are rounded to the nearest 1 percent, 0% indicates that the percentage is less than 1.
LOSS fires: fires with a report of injury, fatality or \$loss damage. **NOLOSS fires:** fires with \$0 loss damage and 0 injury and 0 fatality reported.
No loss fires Excluded: (OFM response code 3) fires occurring outdoors only with \$0 loss and 0 injury/fatality that did NOT occur in dump/recycling and NOT caused by arson, vandalism or children playing.
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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



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Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

Table 3b: Firefighter Injuries and Fatalities by STRUCTURE Property Class		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Group A Assembly	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Group B Care and Detention	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Group C Residential	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Group D Business and Personal Services	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Group F Industrial	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Structures/Properties not classified by O.B.C.	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Classified under National Farm Building Code	Firefighter injuries	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF injuries</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
	Firefighter fatalities	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	<i>% of FF fatalities</i>	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only. Percentage figures are rounded to the nearest 1 percent, 0% indicates that the percentage is less than 1.

LOSS fires: fires with a report of injury, fatality or \$ loss damage. **NOLOSS fires:** fires with \$0 loss damage and 0 injury and 0 fatality reported.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

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Table 4: Fires by Possible Cause

			2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
STRUCTURE	Total	LOSS FIRES	3	9	8	9	10	5	14	8	9	13	8	8	4	5		
		INJURIES	0	0	0	0	1	1	0	1	0	0	0	1	0	0	0	
		FATALITIES	1	0	0	0	1	0	0	0	0	0	0	2	0	0	0	
		EST \$ LOSS	\$130,000	\$543,975	\$422,120	\$139,725	\$1,875,015	\$533,500	\$2,659,000	\$3,996,006	\$1,276,800	\$854,823	\$927,370	\$866,600	\$684,999	\$12,227		
		NOLOSS FIRES	1	3	1	2	2	3	0	0	3	3	1	0	2	1	5	
	Intentional	Total	LOSS FIRES	0	0	0	0	0	1	0	0	0	0	2	0	0	0	0
			% of Loss fires	0%	0%	0%	0%	0%	20%	0%	0%	0%	0%	15%	0%	0%	0%	0%
			INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
		EST \$ LOSS	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0	
		% of Est \$ loss	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
		NOLOSS FIRES	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	
		Arson	LOSS FIRES	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0
			% of Loss fires	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	15%	0%	0%	0%	0%
			INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% of Injuries	0%		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
FATALITIES	0		0	0	0	0	0	0	0	0	0	0	0	0	0	0		
% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
EST \$ LOSS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$0	\$0	\$0			
% of Est \$ loss	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1			
Vandalism	LOSS FIRES	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0		
	% of Loss fires	0%	0%	0%	0%	0%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%			
EST \$ LOSS	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
% of Est \$ loss	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%			
NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Unintentional	Total	LOSS FIRES	2	9	8	8	6	4	11	7	9	10	6	6	4	4		
		% of Loss fires	67%	100%	100%	89%	60%	80%	79%	88%	88%	77%	75%	75%	100%	80%		
		INJURIES	0	0	0	0	1	1	0	1	0	0	0	1	0	0		
		% of Injuries	0%	0%	0%	0%	100%	100%	0%	100%	0%	0%	100%	0%	0%	0%		
		FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
		EST \$ LOSS	\$20,000	\$543,975	\$422,120	\$120,725	\$1,375,015	\$530,500	\$2,252,000	\$3,996,000	\$1,276,800	\$753,623	\$720,370	\$665,400	\$684,999	\$7,227		
% of Est \$ loss	15%	100%	100%	86%	73%	99%	85%	100%	100%	88%	78%	77%	100%	59%				
NOLOSS FIRES	0	2	1	0	2	3	0	3	0	2	1	0	1	1	1			

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.

Percentage figures are rounded to the nearest 1 percent, 0% indicates that the percentage is less than 1.

LOSS fires: fires with a report of injury, fatality or \$ loss damage. NOLOSS fires: fires with \$0 loss damage and 0 injury and 0 fatality reported.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

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				2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
STRUCTURE	Unintentional	Design/Construction/Maintenance deficiency	LOSS FIRES	0	2	1	2	0	0	0	0	1	2	1	1	0	1		
			% of Loss fires	0 %	22 %	13 %	22 %	0 %	0 %	0 %	11 %	15 %	13 %	13 %	0 %	20 %			
			INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			% of Injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
			FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
	EST \$ LOSS	\$0	\$20,000	\$40,000	\$405	\$0	\$0	\$0	\$0	\$10,000	\$3,500	\$350	\$10,000	\$0	\$25				
	% of Est \$ loss	0 %	4 %	9 %	0 %	0 %	0 %	1 %	0 %	0 %	0 %	1 %	0 %	0 %					
	NOLOSS FIRES	0	0	0	0	1	0	0	0	1	0	0	0	1	1				
	Mechanical/Electrical Failure	LOSS FIRES	2	1	4	1	2	1	4	4	0	2	2	2	2	2	1		
		% of Loss fires	67 %	11 %	50 %	11 %	20 %	20 %	29 %	50 %	0 %	15 %	25 %	25 %	50 %	20 %			
		INJURIES	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0		
		% of Injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %	0 %			
		FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %			
	EST \$ LOSS	\$20,000	\$275	\$206,070	\$20	\$850,000	\$10,000	\$522,000	\$795,000	\$0	\$275,000	\$550,000	\$25,400	\$375,000	\$5,000				
	% of Est \$ loss	15 %	0 %	49 %	0 %	45 %	2 %	20 %	20 %	0 %	32 %	59 %	3 %	55 %	41 %				
	NOLOSS FIRES	0	1	1	0	0	2	0	0	0	0	0	0	0	0				
	Misuse of ignition source/material first ignited	LOSS FIRES	0	3	1	2	1	1	5	1	2	2	0	2	1	0			
		% of Loss fires	0 %	33 %	13 %	22 %	10 %	20 %	36 %	13 %	22 %	15 %	0 %	25 %	25 %	0 %			
INJURIES		0	0	0	0	1	0	0	1	0	0	0	0	0	0				
% of Injuries		0 %	0 %	0 %	0 %	100 %	0 %	0 %	100 %	0 %	0 %	0 %	0 %	0 %	0 %				
FATALITIES		0	0	0	0	0	0	0	0	0	0	0	0	0	0				
% of Fatalities		0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %				
EST \$ LOSS	\$0	\$3,400	\$1,000	\$5,300	\$175,000	\$500	\$280,000	\$1,000	\$66,000	\$110	\$0	\$410,000	\$9,999	\$0					
% of Est \$ loss	0 %	1 %	0 %	4 %	9 %	0 %	11 %	0 %	5 %	0 %	0 %	47 %	1 %	0 %					
NOLOSS FIRES	0	1	0	0	0	1	0	2	0	0	0	1	0	0					
Other Unintentional	LOSS FIRES	0	1	0	2	2	1	0	1	1	1	3	0	1	1				
	% of Loss fires	0 %	11 %	0 %	22 %	20 %	20 %	0 %	13 %	11 %	8 %	38 %	0 %	25 %	20 %				
	INJURIES	0	0	0	0	0	1	0	0	0	0	0	0	0	0				
	% of Injuries	0 %	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %				
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %				
EST \$ LOSS	\$0	\$500,000	\$0	\$113,500	\$350,000	\$275,000	\$0	\$3,000,000	\$50,000	\$13	\$170,020	\$0	\$300,000	\$202					
% of Est \$ loss	0 %	92 %	0 %	81 %	19 %	52 %	0 %	75 %	4 %	0 %	18 %	0 %	44 %	2 %					
NOLOSS FIRES	0	0	0	0	1	0	0	0	1	1	1	0	0	0					
Undetermined	LOSS FIRES	0	2	2	1	1	1	2	1	5	3	0	1	0	1				
	% of Loss fires	0 %	22 %	25 %	11 %	10 %	20 %	14 %	13 %	56 %	23 %	0 %	13 %	0 %	20 %				
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	% of Injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %				
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %				
EST \$ LOSS	\$0	\$20,300	\$175,050	\$1,500	\$15	\$245,000	\$1,450,000	\$200,000	\$1,150,800	\$475,000	\$0	\$220,000	\$0	\$2,000					
% of Est \$ loss	0 %	4 %	41 %	1 %	0 %	46 %	55 %	5 %	90 %	56 %	0 %	25 %	0 %	16 %					
NOLOSS FIRES	0	0	0	0	0	0	0	1	0	0	0	0	0	0					

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.

Percentage figures are rounded to the nearest 1 percent, 0% indicates that the percentage is less than 1.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



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Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

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				2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
STRUCTURE	Other	Total	LOSS FIRES	0	0	0	0	2	0	0	1	0	0	1	1	0	1		
			% of Loss fires	0%	0%	0%	0%	20%	0%	0%	13%	0%	0%	0%	13%	13%	0%	20%	
			INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
			% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		EST \$ LOSS	\$0	\$0	\$0	\$0	\$425,000	\$0	\$0	\$6	\$0	\$0	\$5,000	\$1,200	\$0	\$5,000	\$0	\$5,000	
		% of Est \$ loss	0%	0%	0%	0%	23%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	41%	
		NOLOSS FIRES	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
		Other	LOSS FIRES	0	0	0	0	2	0	0	1	0	0	1	1	0	0	1	
			% of Loss fires	0%	0%	0%	0%	20%	0%	0%	13%	0%	0%	13%	13%	0%	0%	20%	
			INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Injuries		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	FATALITIES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	% of Fatalities		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	EST \$ LOSS	\$0	\$0	\$0	\$0	\$425,000	\$0	\$0	\$6	\$0	\$0	\$5,000	\$1,200	\$0	\$5,000	\$0	\$5,000		
	% of Est \$ loss	0%	0%	0%	0%	23%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	41%		
	NOLOSS FIRES	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	
	Undetermined	Total	LOSS FIRES	1	0	0	1	2	0	3	0	0	1	1	1	0	0		
			% of Loss fires	33%	0%	0%	11%	20%	0%	21%	0%	0%	8%	13%	13%	0%	0%		
			INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
			% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
			FATALITIES	1	0	0	0	1	0	0	0	0	0	2	0	0	0	0	
			% of Fatalities	100%	0%	0%	0%	100%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	
EST \$ LOSS		\$110,000	\$0	\$0	\$19,000	\$75,000	\$0	\$407,000	\$0	\$0	\$100,000	\$202,000	\$200,000	\$0	\$0				
% of Est \$ loss		85%	0%	0%	14%	4%	0%	15%	0%	0%	12%	22%	23%	0%	0%				
NOLOSS FIRES		1	1	0	0	0	0	0	0	0	0	0	0	1	0	0	1		
Undetermined		LOSS FIRES	1	0	0	1	2	0	3	0	0	1	1	1	0	0			
		% of Loss fires	33%	0%	0%	11%	20%	0%	21%	0%	0%	8%	13%	13%	0%	0%			
		INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
	FATALITIES	1	0	0	0	1	0	0	0	0	0	2	0	0					
	% of Fatalities	100%	0%	0%	0%	100%	0%	0%	0%	0%	0%	100%	0%	0%					
EST \$ LOSS	\$110,000	\$0	\$0	\$19,000	\$75,000	\$0	\$407,000	\$0	\$0	\$100,000	\$202,000	\$200,000	\$0	\$0					
% of Est \$ loss	85%	0%	0%	14%	4%	0%	15%	0%	0%	12%	22%	23%	0%	0%					
NOLOSS FIRES	1	1	0	0	0	0	0	0	0	0	0	0	1	0	0	1			

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only. Percentage figures are rounded to the nearest 1 percent. 0% indicates that the percentage is less than 1.

LOSS fires: fires with a report of injury, fatality or \$ loss damage. NOLOSS fires: fires with \$0 loss damage and 0 injury and 0 fatality reported.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

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Table 5: Fires by Ignition source class			2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
STRUCTURE	Total	LOSS FIRES	3	9	8	9	10	5	14	8	9	13	8	8	4	5
		INJURIES	0	0	0	0	1	1	0	1	0	0	1	0	0	0
		FATALITIES	1	0	0	0	1	0	0	0	0	0	2	0	0	0
		EST \$ LOSS	\$130,000	\$543,975	\$422,120	\$139,725	\$1,875,015	\$533,500	\$2,659,000	\$3,996,006	\$1,276,800	\$854,823	\$927,370	\$866,600	\$684,999	\$12,227
		NOLOSS FIRES	1	3	1	2	2	3	0	3	3	3	1	0	2	1
Appliances	LOSS FIRES	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0
	% of Loss fires	0 %	0 %	0 %	11 %	0 %	0 %	0 %	0 %	0 %	11 %	0 %	0 %	0 %	0 %	0 %
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
EST \$ LOSS	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0	
% of Est \$ loss	0 %	0 %	0 %	3 %	0 %	0 %	0 %	0 %	0 %	23 %	0 %	0 %	0 %	0 %	0 %	
	NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cooking equipment	LOSS FIRES	0	1	0	2	0	2	2	2	1	1	2	1	0	0	1
	% of Loss fires	0 %	11 %	0 %	22 %	0 %	40 %	14 %	13 %	13 %	11 %	15 %	13 %	0 %	0 %	20 %
	INJURIES	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0
	% of Injuries	0 %	0 %	0 %	0 %	0 %	100 %	0 %	100 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
EST \$ LOSS	\$0	\$3,000	\$0	\$305	\$0	\$275,500	\$110,000	\$1,000	\$250,000	\$1,010	\$150,000	\$0	\$0	\$0	\$202	
% of Est \$ loss	0 %	1 %	0 %	0 %	0 %	52 %	4 %	0 %	20 %	0 %	16 %	0 %	0 %	0 %	2 %	
	NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Electrical distribution equipment	LOSS FIRES	2	1	4	1	2	1	1	5	0	2	1	3	2	0	
	% of Loss fires	67 %	11 %	50 %	11 %	20 %	20 %	7 %	63 %	0 %	15 %	13 %	38 %	50 %	0 %	
	INJURIES	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
	% of Injuries	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	
EST \$ LOSS	\$20,000	\$275	\$241,070	\$20	\$175,015	\$10,000	\$150,000	\$995,000	\$0	\$550,000	\$200,000	\$36,200	\$375,000	\$0		
% of Est \$ loss	15 %	0 %	57 %	0 %	9 %	2 %	6 %	25 %	0 %	64 %	22 %	4 %	55 %	0 %		
	NOLOSS FIRES	0	1	0	0	0	2	0	0	0	0	0	1	0	0	
Heating equipment, chimney etc.	LOSS FIRES	0	3	0	1	0	0	2	0	0	3	2	1	0	0	2
	% of Loss fires	0 %	33 %	0 %	11 %	0 %	0 %	14 %	0 %	0 %	33 %	15 %	13 %	0 %	0 %	40 %
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
EST \$ LOSS	\$0	\$40,000	\$0	\$400	\$0	\$0	\$850,000	\$0	\$660,000	\$78,000	\$350	\$0	\$0	\$0	\$5,025	
% of Est \$ loss	0 %	7 %	0 %	0 %	0 %	0 %	32 %	0 %	52 %	9 %	0 %	0 %	0 %	0 %	41 %	
	NOLOSS FIRES	0	0	1	0	2	0	0	0	0	0	0	0	1	1	

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.

Percentage figures are rounded to the nearest 1 percent. 0% indicates that the percentage is less than 1.

LOSS fires: fires with a report of injury, fatality or \$ loss damage. NOLOSS fires: fires with \$0 loss damage and 0 injury and 0 fatality reported.

NOLOSS fires Excluded: (OFM response code 3) fires occurring outdoors only with \$0 loss and 0 injury/fatality that did NOT occur in dump/recycling and NOT caused by arson, vandalism or children playing.

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Municipal Fires: Overview Property Class, Injuries, Cause, Ignition source



The Nation

Selected years: 2009;2010;2011;2012;2013;2014;2015;2016;2017;2018;2019;2020;2021;2022

Tables 2 to 5 report on STRUCTURE FIRES only, see Table 1 for the number of vehicle and outdoor fires.

29-Apr-2024

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			2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022		
STRUCTURE	Lighting equipment	LOSS FIRES	0	1	0	0	1	0	0	0	2	0	0	0	0	0	0	
		% of Loss fires	0%	11%	0%	0%	10%	0%	0%	0%	0%	22%	0%	0%	0%	0%	0%	0%
		INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		EST \$ LOSS	\$0	\$300	\$0	\$0	\$225,000	\$0	\$0	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	% of Est \$ loss	0%	0%	0%	0%	12%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	Open flame tools, smokers' articles	LOSS FIRES	0	0	0	1	1	0	1	0	0	0	1	0	1	0	0	0
		% of Loss fires	0%	0%	0%	11%	10%	0%	7%	0%	0%	0%	8%	0%	13%	0%	0%	0%
		INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		EST \$ LOSS	\$0	\$0	\$0	\$1,500	\$125,000	\$0	\$5,000	\$0	\$100	\$0	\$220,000	\$0	\$0	\$0	\$0	\$0
	% of Est \$ loss	0%	0%	0%	1%	7%	0%	0%	0%	0%	0%	25%	0%	0%	0%	0%	0%	
	NOLOSS FIRES	0	0	0	0	0	1	0	2	0	1	0	0	0	0	0	0	
	Other electrical, mechanical	LOSS FIRES	0	0	1	0	0	0	2	0	0	0	1	0	0	0	0	1
		% of Loss fires	0%	0%	13%	0%	0%	0%	14%	0%	0%	0%	8%	0%	0%	0%	0%	20%
		INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% of Injuries		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
FATALITIES		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
% of Fatalities		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
EST \$ LOSS		\$0	\$0	\$50	\$0	\$0	\$0	\$22,000	\$0	\$0	\$13	\$0	\$0	\$0	\$0	\$0	\$5,000	
% of Est \$ loss	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	41%		
NOLOSS FIRES	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Processing equipment	LOSS FIRES	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	
	% of Loss fires	0%	0%	0%	0%	0%	0%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	EST \$ LOSS	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
% of Est \$ loss	0%	0%	0%	0%	0%	0%	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
NOLOSS FIRES	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0		
Miscellaneous	LOSS FIRES	0	3	1	2	3	1	3	2	1	3	3	3	1	2	0	0	
	% of Loss fires	0%	33%	13%	22%	30%	20%	21%	25%	11%	23%	38%	13%	50%	0%	0%	0%	
	INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	% of Injuries	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	% of Fatalities	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	EST \$ LOSS	\$0	\$500,400	\$1,000	\$115,000	\$465,000	\$3,000	\$157,000	\$3,000,006	\$300	\$125,500	\$25,020	\$60,000	\$309,999	\$0	\$0	\$0	
% of Est \$ loss	0%	92%	0%	82%	25%	1%	6%	75%	0%	15%	3%	7%	45%	0%	0%	0%		
NOLOSS FIRES	1	0	0	2	0	0	0	1	2	0	0	0	0	0	0	2		

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.

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			2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
STRUCTURE	Exposure	LOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		% of Loss fires	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
		INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		% of Injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
		FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		% of Fatalities	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %
		EST \$ LOSS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	% of Est \$ loss	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	
	NOLOSS FIRES	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
	Undetermined	LOSS FIRES	1	0	2	1	3	1	2	0	0	1	2	2	3	0	1
		% of Loss fires	33 %	0 %	25 %	11 %	30 %	20 %	14 %	0 %	0 %	11 %	15 %	25 %	38 %	0 %	20 %
		INJURIES	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
		% of Injuries	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %
		FATALITIES	1	0	0	0	1	0	0	0	0	0	0	2	0	0	0
% of Fatalities		100 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %	0 %	0 %	0 %	100 %	0 %	0 %	0 %	
EST \$ LOSS		\$110,000	\$0	\$180,000	\$19,000	\$885,000	\$245,000	\$1,350,000	\$0	\$65,000	\$100,200	\$552,000	\$550,400	\$0	\$0	\$2,000	
% of Est \$ loss	85 %	0 %	43 %	14 %	47 %	46 %	51 %	0 %	5 %	12 %	60 %	64 %	0 %	0 %	16 %		
NOLOSS FIRES	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2	

Note: Civilian and Fire Fighter injuries are reported for fires. Non fire injuries are reported for Fire Fighters only.

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Report to Council

Report Number: NFD-08-2024

Subject: Pumper/rescue purchase update

Date of the meeting: August 12, 2024

Prepared by: Mario Villeneuve, Fire Chief

Circulated to and/or collaborated with: n/a

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

It is recommended to Council that report number NFD-08-2024 be received as information.

Financial Considerations

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: Yes

The purchase of the new Pumper/rescue will fall within the budgeted amounts that were elaborated in the 10 year fire capital budget and is part of the fire levy report that was presented to council in 2023.

Context

The municipality of Clarence-Rockland and The Nation municipality went into a joint RFP process earlier this year for the acquisition of two (2) pumper/rescues. This is one per municipality. The tendering process was completed on June 14th and the contract awarded a few days later.

Report

We have received two quotes for the pumper/rescues as per table below:

Supplier	Tender amount	Compliant
Battleshield Industries	\$1,911,455.26	Yes
City View Specialty Vehicles	\$1,757,624.60	No

The two quotes were verified for compliance with the tendering process and, unfortunately, the quote from City View did not meet the criteria since they did not provide pricing for all the equipment that was specified on the trucks. Their bid was therefore rejected. The contract was awarded to Battleshield since their bid met all criteria and pricing was within budget in both municipalities. The amount per truck is \$845,776.66 before HST. The pumper/rescues will arrive fully equipped with hoses, nozzles, pike poles, e-ductors, hard suction hoses, ladders, low level strainer, sked, battery operated PPV, 4 gas detector, thermal imaging camera, flashlights and fittings. The truck is expected to be delivered in St-Isidore in the first quarter of 2025.

Relevance to priorities

The replacement of the 1999 International pumper in St-Isidore is in line with recommendation # 28 of the Nation Fire Department Fire Master Plan.

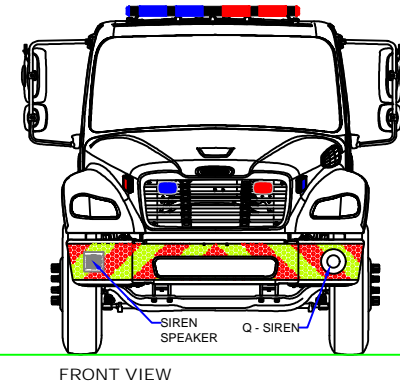
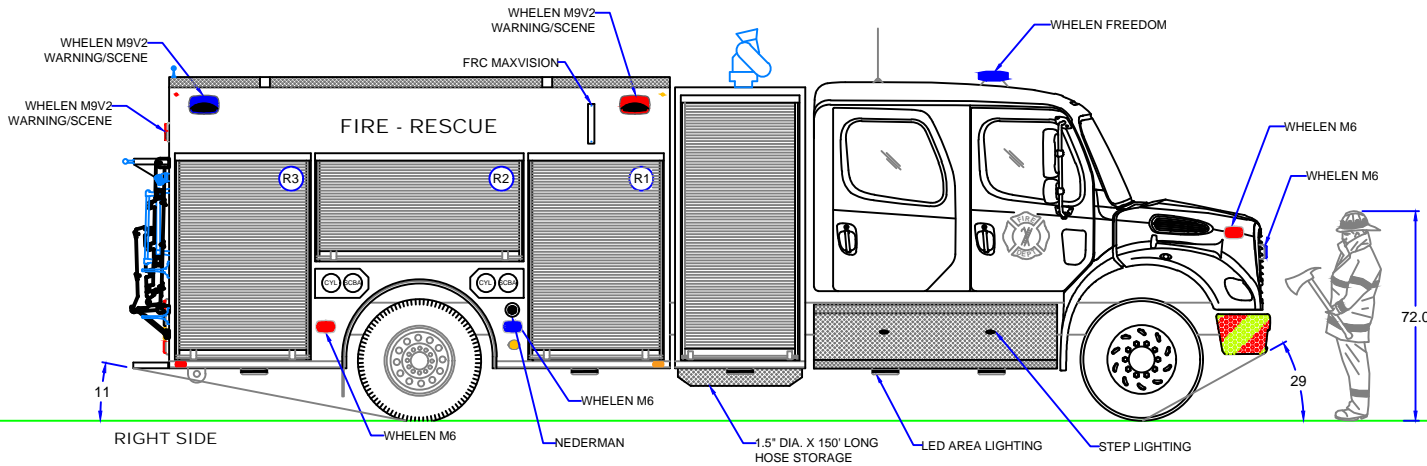
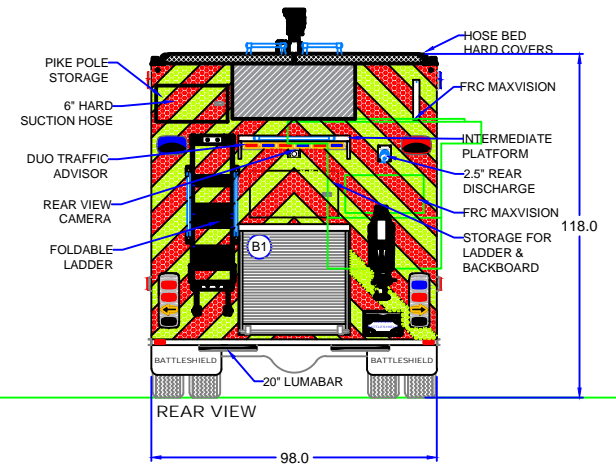
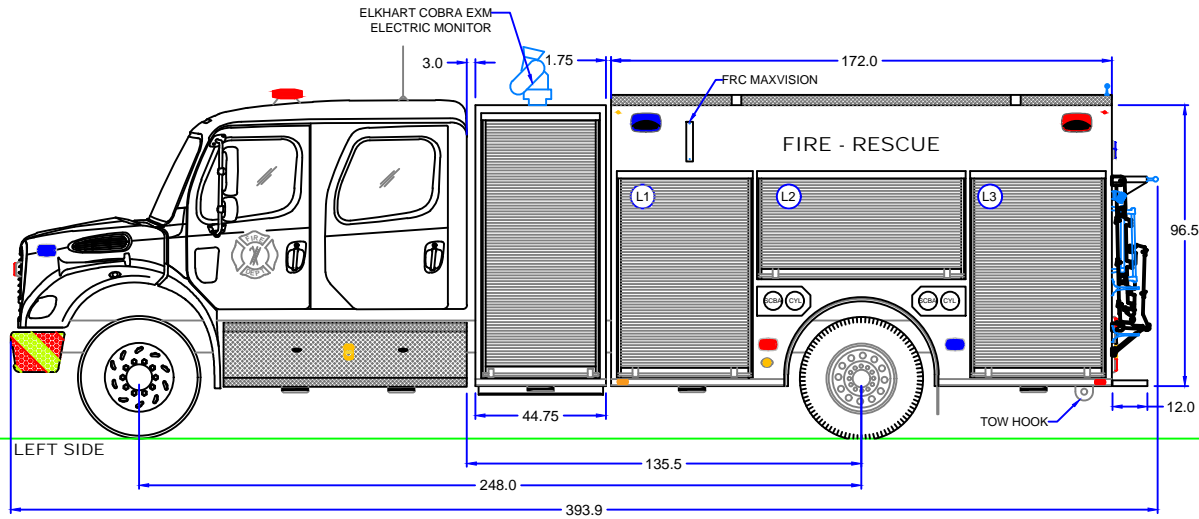
Communication Plan

As for any major vehicle replacement in the fire service, we will publicise the arrival of the new pumper/rescue in St-Isidore upon delivery.

Attachments

Plans of pumper/rescue as designed by Battleshield Industries

EXTERIOR VIEW - CLOSED



CAB	2024 FREIGHTLINER M2 106 CC
ENGINE	DETROIT DD8 7.7L 375HP @ 2200 RPM 1050 LB-FT @ 1200 RPM
TRANS	ALLISON 3000 EVS-P AUTO
FAWR	18,000 LBS
RAWR	31,000 LBS
GVWR	49,000 LBS

BODY	3/16" 5052-H32 MARINE GRADE ALUMINUM CHECKER 1/8" 3003 H22 ALUMINUM CHECKER PLATE
DOORS	AMDOR ROLL-UP w/ LUMABAR LED LIGHTING
OPTIONS	LADDER SET - 24' EXT, 14' ROOF & 10' FOLDING 6" DIA. X 10' LONG HARD SUCTION HOSES X 2 TOOL STORAGE ON HOSE BED REAR IN CAB MEDICAL CABINET UNDERCOATING NEDERMAN INSTALLATION - FD SUPPLIED

FIRE PUMP & WATER TANK	FIRE PUMP WATEROUS CSU 1050 IGP M FOAM SYS
TANK	870 IGAL POLY DRY-SIDE
OPTIONS	ENCLOSED PUMP HOUSE 6" NH TO 4" STORZ WITH CAP

COMPARTMENT OPENING DIMENSIONS			
	WIDTH	DEPTH	HEIGHT
L1	45.625	27.813	63.0
L2	64.750	27.813	28.0
L3	45.625	27.813	63.0
R1	45.625	27.813	63.0
R2	64.750	27.813	28.0
R3	45.625	27.813	63.0
B1	35.375	31.813	30.0

CLARENCE ROCKLAND

ALL DIMENSIONS IN INCHES
UNLESS OTHERWISE SPECIFIED
DO NOT SCALE DRAWING

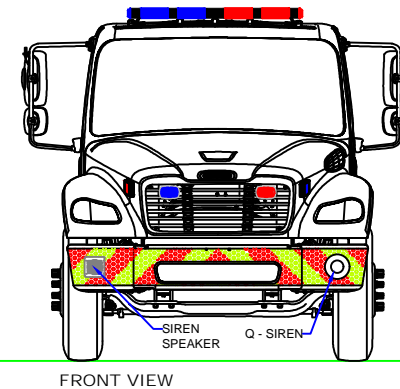
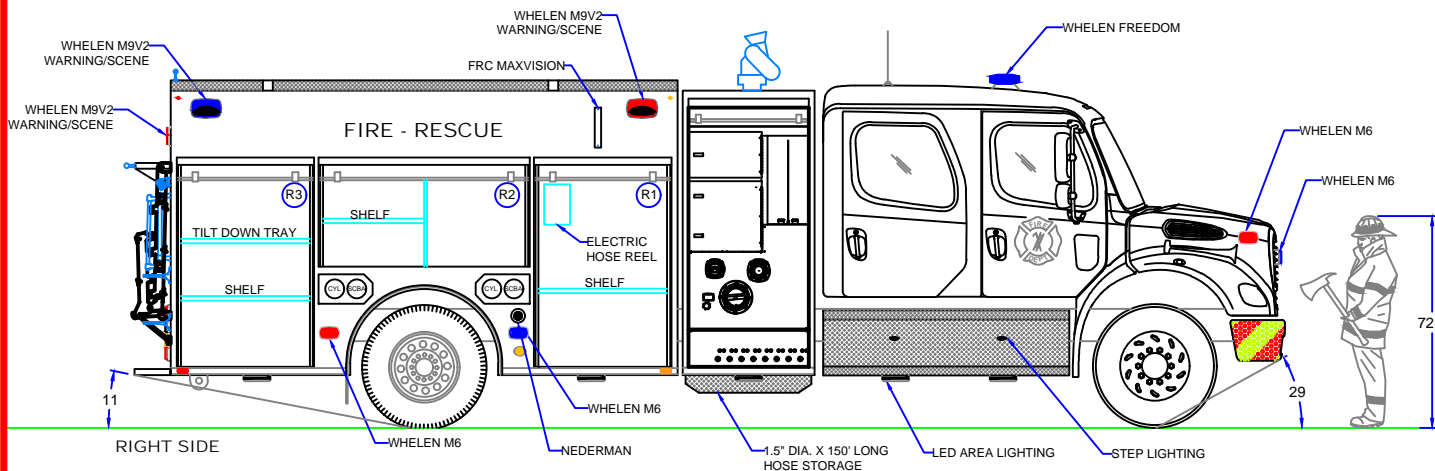
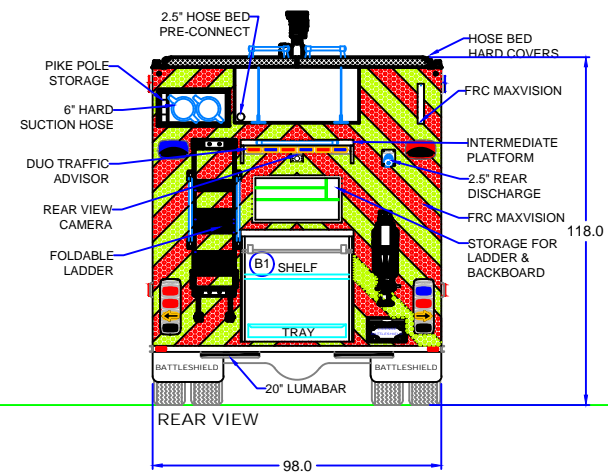
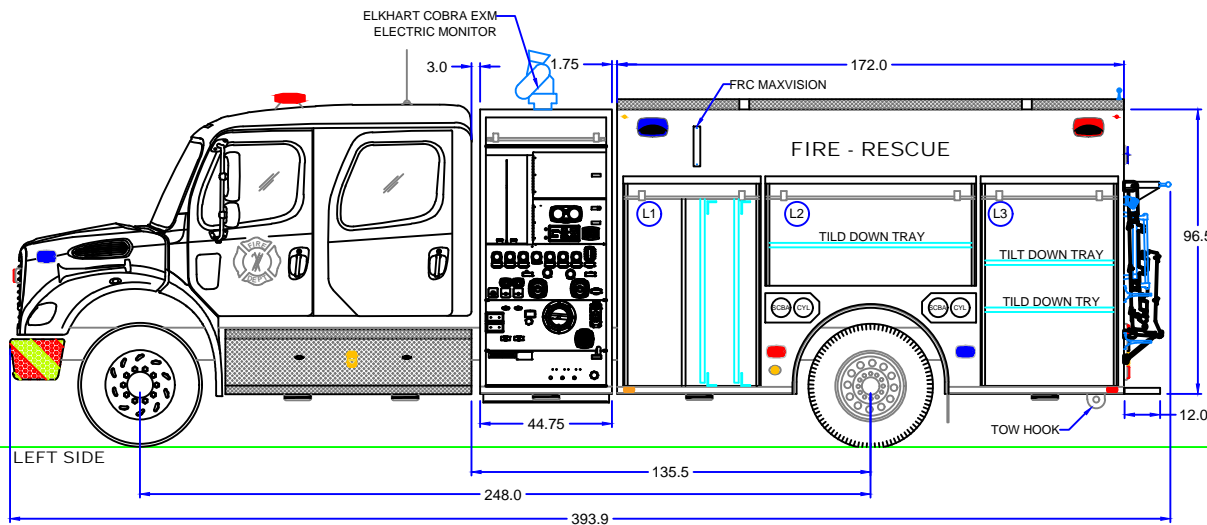
DISCLAIMER

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DRAWN	A. THOMAS	DATE	28 MAY 2024
REVISION		DATE	
A MISTRY		DATE	18 JULY 2024
APPROVED	T. HOVEY	DATE	18 JULY 2024



EXTERIOR VIEW - OPEN



CAB	
CHASSIS	2024 FREIGHTLINER M2 106 CC
ENGINE	DETROIT DD8 7.7L 375HP @ 2200 RPM 1050 LB-FT @ 1200 RPM
TRANS	ALLISON 3000 EVS-P AUTO
FAWR	18,000 LBS
RAWR	31,000 LBS
GVWR	49,000 LBS

BODY	
BODY MAT'L	3/16" 5052-H32 MARINE GRADE ALUMINUM
CHECKER	1/8" 3003 H22 ALUMINUM CHECKER PLATE
DOORS	AMDOR ROLL-UP w/ LUMABAR LED LIGHTING
OPTIONS	LADDER SET - 24' EXT, 14' ROOF & 10' FOLDING 6" DIA. X 10' LONG HARD SUCTION HOSES X 2 TOOL STORAGE ON HOSE BED REAR IN CAB MEDICAL CABINET UNDERCOATING NEDERMAN INSTALLATION - FD SUPPLIED

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FOAM SYS	
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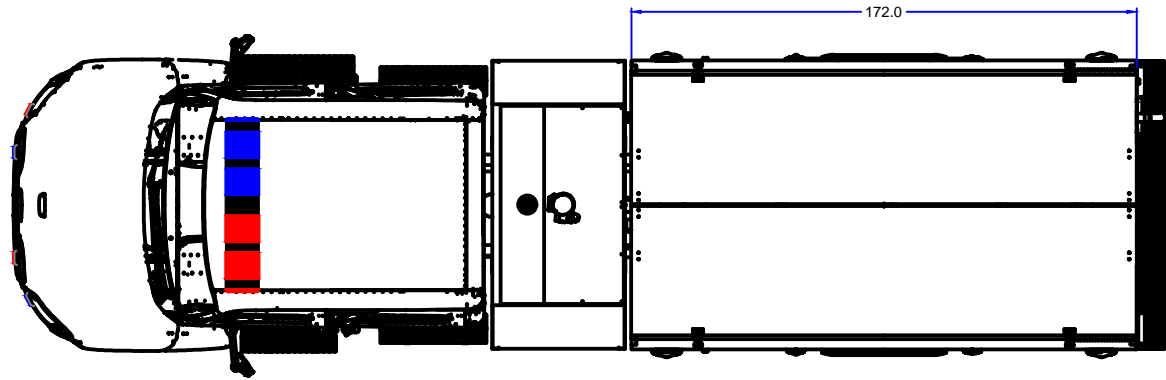
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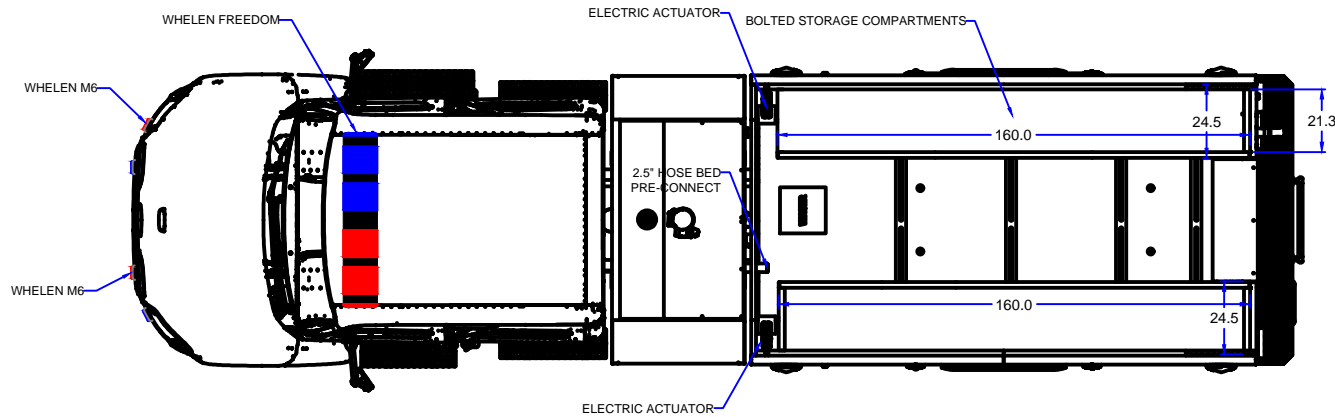
DRAWN	DATE
A. THOMAS	28 MAY 2024
REVISION	DATE
A. MISTRY	18 JULY 2024
APPROVED	DATE
T. HOVEY	18 JULY 2024



TOP VIEWS - CLOSED / OPEN



TOP VIEW - CLOSED



TOP VIEW - OPEN

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DRAWN	A. THOMAS	DATE	28 MAY 2024
REVISION		DATE	
APPROVED	A. MISTRY	DATE	18 JULY 2024
T. HOVEY		DATE	18 JULY 2024





Report to Council

Report Number: F-18-2024

Subject: Financial results - January to July 2024 results

Date of the meeting: August 12, 2024

Prepared by: Nadia Knebel, Treasurer

Circulated to and/or collaborated with: n/a

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

That council receive the January to July 2024 financial results as presented.

Financial Considerations

n/a

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: n/a

Context

This report provides an update on the results vs the budget at July 19, 2024.

Report

Overall, expenses are on target for the budget.

A breakdown of net operating and capital expenses is presented in Schedule A to this report.

A detail of capital expenses incurred to date with their actual cost vs budget is presented in Schedule B to this report.

Relevance to priorities

n/a

Communication Plan

n/a

Attachments

Schedule A – Detailed results by department

Schedule B – Update of capital project spendings

Schedule / Annexe A

The Corporation of the Nation Municipality

Financial Results Jan - July 2024

Résultats financiers janv - juillet 2024

DEPT #	DEPT	ASYSY BUDGET SURPLUS / (DEFICIT)	ACTUAL OPERATIONS - Before transfers Surplus/(Deficit)	ACTUAL CAPITAL - Before transfers Surplus/(Deficit)	ACTUAL SURPLUS / (DEFICIT)	ACTUAL VS BUDGET UNDER / (OVER)	% BUDGET SPENT TO DATE	Commentaires	Comments
1100	Municipal Taxes	14,471,146	6,583,744	-	6,583,744	(7,887,402)	45%	Facturation interimaire	Interim billing
								1/2 de OMPF reçu à date, revenus d'intérêts plus haut que le budget à date dû à la facturation de taxes en hausse et peu de projets de débutés à ce jour	Revc'd 1/2 of OMPF to date, interest revenue higher than budget ytd bcs interim billing in bank and few projects started to date.
1200	General	1,128,800	723,135	-	723,135	(405,665)	64%		
2000	Council	(318,778)	(170,055)	-	(170,055)	148,724	53%		
2005	Council Support	(752,584)	(402,700)	-	(402,700)	349,884	54%		
2150	Admin	(1,261,517)	(798,765)	-	(798,765)	462,752	63%	Inclus achat de terrain 59k \$, sera financé par la réserve à la fin de l'année	Includes purchase of land \$59k, will be financed from reserve at year end
2155	Solar Panels	93,920	20,160	-	20,160	(73,760)	21%		
2160	Elections	(2,500)	(2,086)	-	(2,086)	414	83%	La seule dépense est le logiciel pour les élections donc en ligne avec le budget	Only expense is software for elections, paid for ytd so still on budget
2170	IT	(260,742)	(145,621)	(25,948)	(171,570)	89,173	66%		
3000	Fire	(891,473)	(574,116)	(58,673)	(632,790)	258,684	71%	Dépenses à 48% du budget donc en ligne avec le budget	Expense actually at 48% of budget which is on target
3050	Police	(1,634,776)	(831,584)	-	(831,584)	803,192	51%		
3200	Animal Control	-	(256)	-	(256)	(256)			
3210	By-Law	(333,544)	(133,950)	(51,606)	(185,557)	147,987	56%	Inclus la camionnette; dépenses d'opération en ligne avec le budget	Includes pick up truck; operation expenses are on target
3500	Bulding	14,142	70,556	-	70,556	56,414	499%	Le surplus sera transféré en réserve à la fin de l'année	Surplus transfer to reserve at ye
3800	Emergency	(1,000)	(544)	-	(544)	456	54%		
3850	Health & Safety	(28,521)	(13,762)	-	(13,762)	14,759	48%		
3860	Conservation Authority	(114,389)	(74,347)	-	(74,347)	40,042	65%		
4000	Public Works	(6,511,789)	(2,695,850)	(126,170)	(2,822,019)	3,689,770	43%		
4005	Crossing Patrol	(43,315)	(5,588)	-	(5,588)	37,726	13%		
4010	Street Lights	(118,000)	(34,270)	-	(34,270)	83,730	29%		
5501	General W&S	(1,270,759)	(615,914)	-	(615,914)	654,845	48%		
5510	Limoges Sewer	(295,357)	331,130	(3,487,883)	(3,156,753)	(2,861,396)	1069%	SPS 11 = 3 487 883 \$, sera financé avec un emprunt à la fin de l'année. Dépenses d'opération sont à 42% du budget donc en lien avec les prévisions budgétaires	SPS 11 = \$3,487,883 will be financed with a loan at year end. Operation expenses are at 42% of budget, on target ytd
5511	St-Bernardin Sewer	(8,634)	(6,617)	-	(6,617)	2,017	77%	Dépenses à 62% du budget donc en ligne pour l'année à date.	Expenses at 62% of budgetd therefore on target year to date.
5512	St-Albert Sewer	9,950	127,509	-	127,509	117,560	1282%	Aucune dépense en capital à date. Les dépenses d'opération à date sont à 41% du budget, donc en ligne pour l'année.	No capital expenses to date. Year to date operation expenses at 41% of total budget, on target.
5513	St-Isidore Sewer	94,830	95,068	-	95,068	238	100%		
5515	Fournier Sewer	1,720	8,674	-	8,674	6,954	504%	Aucune dépense en capital à date. Les dépenses d'opération à date sont à 46% du budget, donc en ligne pour l'année.	No capital expenses to date. Year to date operation expenses at 46% of total budget, on target.
5516	Forest Park Sewer	-	(12,086)	-	(12,086)	(12,086)			
5520	Water Limoges	(774,891)	629,569	(225,276)	404,294	1,179,185	-52%	Compteurs d'eau facturés aux nouveaux développements plus haut que le budget; dépenses d'opérations à jour en lien avec les prévisions budgétaires	Water meters invoiced for new developments, higher than bduget; year to date operating expenses in with budget
5521	Water Linda	-	-	-	-	-			
5523	Water St-Isidore	59,023	117,486	(104,613)	12,873	(46,150)	22%		
5540	Sewer Limoges Growth	256,216	261,938	-	261,938	5,722	102%	Seulement la moitié des intérêts payé jusqu'à date.	Only half the interest paid year to date.
5550	Water Limoges Growth	179,222	237,012	-	237,012	57,790	132%	Seulement la moitié des intérêts payé jusqu'à date.	Only half the interest paid year to date.
5531	Water Limoges Phase III	-	-	-	-	-			
5532	W&S Limoges Industrial Park	-	-	-	-	-			
5533	Water Limoges Bourdeau	-	-	-	-	-			

Schedule / Annexe A

The Corporation of the Nation Municipality

Financial Results Jan - July 2024

Résultats financiers janv - juillet 2024

DEPT #	DEPT	ASYS BUDGET SURPLUS / (DEFICIT)	ACTUAL OPERATIONS - Before transfers Surplus/(Deficit)	ACTUAL CAPITAL - Before transfers Surplus/(Deficit)	ACTUAL SURPLUS / (DEFICIT)	ACTUAL VS BUDGET UNDER / (OVER)	% BUDGET SPENT TO DATE	Commentaires	Comments
5541	Forest Park Sewer Growth	(9,918)	(5,104)	-	(5,104)	4,814	51%		
5551	Water Linda Growth	-	-	-	-	-			
5552	Water St-Isidore Growth	-	70,614	-	70,614	70,614			
5560	W&S Limoges Industrial Park G	-	-	-	-	-			
5561	Calypso W&S Growth	(28,206)	(42,735)	-	(42,735)	(14,528)	152%	Seulement la moitié des intérêts payé jusqu'à date.	Only half the interest paid year to date.
5800	Environment	(655,938)	(129,479)	(61,915)	(191,394)	464,544	29%	Dépenses d'opération sont à 45% du budget donc en lien avec les prévisions budgétaires	Expenses at 45% of budget, on target ytd
5810	St-Isidore Landfill	(16,607)	(4,628)	-	(4,628)	11,979	28%		
5830	St-Bernardin Landfill	(21,607)	(6,892)	-	(6,892)	14,715	32%		
5835	Fournier Landfill	(8,425)	5,732	-	5,732	14,157	-68%	Les revenus sont en ligne avec le budget mais les dépenses sont qu'à 34% du budget ce qui explique le surplus pour l'année à date. Les dépenses vont se rattraper d'ici l'automne car la majorité de l'entretien se fait l'été	Revenues are in line with the budget but expenses are at 34% of the budget explaining the year to date surplus. The expenses will catch up by fall because much of the maintenance work is done in the summer months.
5838	Central Landfill	(13,700)	(25,898)	-	(25,898)	(12,198)	189%	Location de la pelle pour travaux au dépotoir qui cause l'excès du budget pour l'année (budget aurait dû être plus élevé car travaux connus).	Rental of shovel for work at landfill, over budget for the year (budget should have been higher bcs known work).
5840	St-Albert Landfill	(12,325)	(4,815)	-	(4,815)	7,510	39%		
5850	Limoges Landfill	10,500	(621)	-	(621)	(11,121)	-6%		
5870	Garbage Collection	451,925	(313,664)	-	(313,664)	(765,589)	-69%	Revenus facturés avec les taxes finales donc déficit car aucun revenus à date	Revenues invoiced with final taxes therefore deficit is bcs there are no revenues ytd
5880	Recycling Collection	(10,000)	6,324	-	6,324	16,324	-63%		
5890	Garbage Disposal	(188,000)	(81,806)	-	(81,806)	106,194	44%		
5895	Storm Pond	(36,000)	-	-	-	36,000	0%		
7010	St-Isidore Park	(8,000)	-	-	-	8,000	0%	Dépenses en lien avec les prévision à date. Voir transfert à rec & culture ci-dessous qui est aussi en lien avec le budget à date.	Expenses on target ytd. See transfer to rec & culture below which is also on target ytd.
7016	Ste-Rose Park	-	-	-	-	-			
7030	St-Bernardin Park	-	-	-	-	-			
7035	Fournier Park	-	-	-	-	-			
7040	St-Albert Park	(23,000)	-	-	-	23,000	0%		
7045	Forest Park Park	-	-	-	-	-			
7050	Limoges Park (Rodolphe Latrei	-	-	-	-	-			
7051	Giroux Park	-	-	-	-	-			
7052	CFE Park	-	-	-	-	-			
7053	Gagnon Park	-	-	-	-	-			
7075	Nation Social Committee	-	6,071	-	6,071	6,071			
7100	General Recreation	(677,086)	(266,402)	(44,797)	(311,199)	365,887	46%	Revenus à date en avance du budget (paiements en retard collecté) alors que les dépenses sont en ligne avec le budget.	Revenues ahead of budget (outstanding payment collected) while expenses are in line with the budget.
7110	Arena	(438,185)	(45,973)	(13,690)	(59,663)	378,522	14%		
7112	Bowling	3,001	1,876	-	1,876	(1,125)	63%		
7113	St-Isidore Hall	18,386	(5,455)	-	(5,455)	(23,841)	-30%	Les dépenses sont en avance du budget dû à l'achat de fournitures pour le bar qui sont redistribués lors d'événements aux autres salles.	Expenses ahead of budget due to purchase of bar supplies, these are redistributed to other locations as events occur.
7114	Sports Bar	(5,360)	5,346	-	5,346	10,706	-100%		
7115	Cantine	2,635	258	-	258	(2,377)	10%		
7120	Summer Camp	-	-	-	-	-			
7130	St-Bernardin Hall	(117,413)	(41,564)	(7,340)	(48,903)	68,509	42%		

Schedule / Annexe A

The Corporation of the Nation Municipality

Financial Results Jan - July 2024

Résultats financiers janv - juillet 2024

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7135	Fournier Hall	(25,745)	(9,135)	(6,888)	(16,023)	9,721	62%		
7140	St-Albert Hall	(121,252)	(47,107)	(58,820)	(105,927)	15,325	87%	Dépenses en avance du budget (67% alors qu'on devrait être à environ 50%, la salle est plus occupée que prévue entre autres du au 150e).	Expenses ahead of budget (67% while we should be at approximately 50%, the hall is busier than expected due in part to the 150th anniversary)
7150	Limoges Hall	(59,073)	(6,720)	-	(6,720)	52,352	11%	Les revenus sont en avance du budget donc la perte est moins élevée que ce qui serait attendu pour l'année à date car cette salle est utilisée comme alternative à la salle du complexe qui elle est très occupée.	Revenues ahead of budget thus loss lower than would be expected year to date. This hall is used as an alternative to the hall in the sports complex which is also quite busy.
7160	Sports Complex	(833,283)	(338,129)	25,000	(313,129)	520,154	38%		
7200	Library General	-	-	-	-	-		Dépenses en lien avec les prévision à date. Voir transfert à rec & culture ci-dessous qui est aussi en lien avec le budget à date.	Expenses on target ytd. See transfer to rec & culture below which is also on target ytd.
7210	St-Isidore Library	-	-	-	-	-			
7240	St-Albert Library	-	-	-	-	-			
7250	Limoges Library	-	-	-	-	-			
7300	Planning	(372,320)	(134,222)	-	(134,222)	238,099	36%		
7310	Economic Development	(25,200)	(305)	-	(305)	24,895	1%		
7350	Municipal Drains	(47,700)	(264,085)	-	(264,085)	(216,385)	554%	Travaux fait sur les drains excèdent le budget. Ceux-ci sont re facturés aux résidents vers la fin de l'année donc revenus à venir.	Work done on drains to date is higher than budget. Rebilled to residents towards year end therefore offset to come.
7360	Tile drainage	-	-	-	-	-			
8000	Trans to Rec & Culture	(709,722)	(283,948)	-	(283,948)	425,774	40%	Transfert aux parcs et aux bibliothèques pour couvrir dépenses. À date. en lien avec le budat.	Transfer to parks and libraries to cover expenses. In line with bduget to date.
Total		(2,291,220)	725,406	(4,248,618)	(3,523,212)	(1,231,992)			

Schedule / Annexe B

UPDATE OF 2024 CAPITAL PROJECTS - AT JULY 19, 2024

MISE À JOUR DES TRAVAUX 2024 D'IMMOBILISATIONS - AU 19 JUILLET 2024

		ACTUAL COST / COÛT RÉEL	BUDGETED COST/ COÛT BUDGÉTÉ	DIFFERENCE OVER/(UNDER) BUDGET
Administration & Finance	Administration & Finance			
Asyst SQL server	Serveur SQL pour Asyst	-	50,000	(50,000)
			50,000	
Information Technology	Informatique			
Replacement of computers	Remplacement d'ordinateurs	23,139	29,900	(6,761)
Antennaes	Antennaes	2,809	-	2,809
		25,948	29,900	
Protection to person & Property	Protection de la personne et des biens			
Bunker suits	Habits de combat		30,750	(30,750)
Jaws of life	Jaws of life		56,375	(56,375)
Repairs floor St-Isidore Fire Hall	Réparations plancher caserne St-Isidore		60,000	(60,000)
Pumper rescue truck	Camion pompt/secours		85,000	(85,000)
SUV	VUS		97,375	(97,375)
Pick up truck	Camionnette	58,673	-	58,673
		58,673	329,500	
By-Law	Règlementation			
Pick up trucks	Camionnettes	51,606	60,000	(8,394)
		51,606	60,000	
Public Works	Travaux publics			
OCIF Grant revenues to date	Revenus OCIF reçus à date	(328,688)		
		(431,356)		
Sale of vehicles &/or equipment to date	Vente de véhicules &/ou équipement à date	(20,238)		
Tandem truck (ordered in 2023)	Camion Tandem (commandé en 2023)		280,000	(280,000)
HVAC unit replacement	Remplacement de l'unité de climatisation/chauffage	16,723	20,000	(3,277)
Pressure Washer	Laveuse à pression	6,767	8,000	(1,233)
Innovation II	Innovation II	145,064	500,000	(354,936)
Bridges & Culverts	Ponts et ponceaux	35,671	100,000	(64,329)
Razor + Hay mower	Razoir + Moulin à foin	66,787	105,000	(38,213)
Grader (Purchased 2023 Unfinanced)	Grader (acheté en 2023, non financé)		247,000	(247,000)
2 Trucks	2 camionnettes	112,839	118,116	(5,277)
Latour bridge	Pont Latour	35,075	700,000	(664,925)
St-Albert bridge - sidewalk repairs (cost share w UCPR)	Pont St-Albert - réparations aux trottoirs (partage des coûts avec les CUPR)		30,000	(30,000)
CR2-Principale to .7km east of Principale - pave (cost share w UCPR)	CR2-Principale à .7km est de Principale - paver (partage des coûts avec les CUPR)		36,000	(36,000)
Concession 10 - Paving 1.4km (Net share cost)	Concession 10 - pavage 1.4km (partage de coûts)		124,850	(124,850)
Concession 11 - Paving 1.1km	Concession 11 - pavage 1.1km (partage de coûts)		185,212	(185,212)
Concession 17 West - Paving 1km	Concession 17 Ouest - pavage 1km	20,934	156,567	(135,633)
Skye Road - Paving 1.5 km (50% our share)	Ch Skye - pavage 1.5km (partage de coûts)	188,226	130,000	58,226

Schedule / Annexe B

UPDATE OF 2024 CAPITAL PROJECTS - AT JULY 19, 2024

MISE À JOUR DES TRAVAUX 2024 D'IMMOBILISATIONS - AU 19 JUILLET 2024

		ACTUAL COST / COÛT RÉEL	BUDGETED COST/ COÛT BUDGÉTÉ	DIFFERENCE OVER/(UNDER) BUDGET
Gagnon - Paving 850m	Gagnon - pavage 850m	29,360	147,443	(118,083)
Linda	Linda		10,000	(10,000)
Route 300 East - Paving 1.55km	Route 300 est - pavage 1.55km	41,139	244,388	(203,249)
Route 700 East - Paving 1.9km	Route 700 est - pavage 1.9km	192,135	259,749	(67,614)
Séguinbourg	Séguinbourg	10,159	50,000	(39,841)
Boundary North Stormont (cost share, from 2023)	Boundary North Stormont (coûts partagés, report de 2023)		40,000	(40,000)
	Savage	5,575	-	5,575
		126,170	3,492,325	
Water & Sewer	Eau & Égout			
<u>General W&S</u>	<u>Général E&É</u>			
New computer	Nouvel ordinateur		15,000	(15,000)
Computer for GIS	Ordinateur pour GIS		4,000	(4,000)
<u>Sewer growth</u>	<u>Croissance égouts</u>			
Lagoon facility upgrade	Mise à niveau de la lagune		500,000	(500,000)
	SPS 11	3,487,883	-	3,487,883
<u>Limoges Sewer</u>	<u>Égouts Limoges</u>			
ACS Castor continuity - Engineer study	Continuité de ACS Castor - Études d'ingénieurs		25,000	(25,000)
SCADA upgrades	Mises à jour du SCADA		20,000	(20,000)
Generator SPS#2	Génératrice SPS#2		5,000	(5,000)
Masterplan (spent in 2023)	Plan maître (dépensé en 2023)		75,000	(75,000)
Capacity Study	Étude de capacités		25,000	(25,000)
New design for lagoon*	Nouveau design pour la lagune*		200,000	(200,000)
<u>St-Isidore Sewer</u>	<u>Égouts St-Isidore</u>			
St-Isidore lagoon upgrade	Mise à niveau de la lagune de St-Isidore		20,000	(20,000)
<u>Fournier Sewer</u>	<u>Égouts Fournier</u>			
New Pumps	Pompes		8,000	(8,000)
<u>St-Albert Sewer</u>	<u>Égouts St-Albert</u>			
Masterplan	Plan maître		40,000	(40,000)
<u>Limoges Water</u>	<u>Eau Limoges</u>			
GIS/Civil3D	GIS/Civil3D		5,000	(5,000)
SCADA upgrade	Mises à jour du SCADA		25,000	(25,000)
Calypso Water Meter/Valve	Compteur d'eau / valve Calypso	80,114	120,000	(39,886)
WTP Furnace	Fournaise au plan de traitement d'eau		60,000	(60,000)
Water meters	Compteurs d'eau	83,571	21,089	62,482
<u>Limoges Water Growth</u>	<u>Croissance Eau Limoges</u>			
Phase 2/3 - Rockland upgrade	Phase 2/3 - mise à niveau Rockland		500,000	(500,000)
Watermain Loop - 300mm Savage to Despins*	Watermain Loop - 300mm Savage à Despins*		700,000	(700,000)
Masterplan - part 2	Plan maître - partie 2	61,591	75,000	(13,409)
<u>St-Isidore Water</u>	<u>Eau St-Isidore</u>			
SCADA Upgrade (Phase II)	Mises à jour du SCADA (Phase II)	94,153	100,000	(5,847)
Water meters	Compteurs d'eau		13,760	(13,760)
Masterplan (see engineering in op budget)	Plan maître	10,459	50,000	(39,541)
		3,817,771	2,606,849	

Schedule / Annexe B

UPDATE OF 2024 CAPITAL PROJECTS - AT JULY 19, 2024

MISE À JOUR DES TRAVAUX 2024 D'IMMOBILISATIONS - AU 19 JUILLET 2024

		ACTUAL COST / COÛT RÉEL	BUDGETED COST/ COÛT BUDGÉTÉ	DIFFERENCE OVER/(UNDER) BUDGET
Environnement	Environnement			
Pick up truck	Camionnette	58,531	60,000	(1,469)
Route 800 East clean up	Route 800 Est nettoyage	3,384	250,000	(246,616)
		61,915	310,000	
Recreation	Récréation			
<u>Parks</u>	<u>Parcs</u>			
St-Isidore - Paved Trail	St-Isidore - Sentier pavé		8,000	(8,000)
St-Albert - New Boards for skating rink	St-Albert - nouvelles bandes pour patinoire		128,000	(128,000)
<u>General Recreation</u>	<u>General Recreation</u>			
Emergency Building Repairs	Réparations d'urgence aux édifices		75,000	(75,000)
Park Requests	Demandes de parcs		30,000	(30,000)
Pick up truck	Camionnettes	44,797	-	44,797
<u>Bowling</u>	<u>Bowling</u>			
<u>Halls</u>	<u>Centres communautaires</u>			
Caledonia - FCA repairs	Caledonia - réparations FCA	7,340	50,000	(42,661)
Fournier - FCA repairs	Fournier - réparations FCA	6,888	7,000	(112)
St-Albert - FCA repairs	St-Albert - réparations FCA	58,820	50,000	8,820
		117,844	348,000	
Arena	Aréna			
Generator	Génératrice		150,000	(150,000)
	Machine pour laver & polir les planchers	6,090	-	6,090
Building repairs from 2022 not done	Réparations à l'édifice de 2022 (pas faits)	7,600	33,300	(25,700)
		13,690	183,300	
Sports Complex	Complexe sportif			
Desjardins donation	Don Desjardins	(25,000)	-	(25,000)
Planning	Urbanisme			
Zoning by-law	Règlement pour le zonage		75,000	(75,000)
		-	75,000	
Total	Total	4,248,617	7,484,874	



Report to Council

Report Number: RE-11-2024

Subject: Limoges Community Day Bar Profits 2024

Date of the meeting: August 12th, 2024

Prepared by: Justin Lafrance, Acting Director of Recreation

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

That a donation of \$172.77 be made to the Limoges Recreation Committee

Financial Considerations

All expenses related to the bar, such as special occasion permit, alcohol, electrical permit and staff wages were deducted from the profits. The donation would be taken from the G/L N-7050-3035-3708 Rodolphe Latreille Bar Revenues.

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: YES

Context

A request has been received from the Limoges Recreation Committee for a donation equal to the amount of net bar profits from the Limoges Community Day event held on June 21st and June 22nd, 2024.

Report

The Limoges Community Day activities were originally initiated by the Limoges Park Municipal Committee. The special occasion permit was obtained by the committee, while municipal staff operated the bar. The funds raised from the event were used for park upgrades.

Since the dissolution of the municipal committee, the Limoges Recreation Committee now hosts and organizes the event. The municipality handles the permits and operates the bar separately.

The bar had a net profit \$172.77, and a letter is attached requesting a donation for this amount from the Limoges Recreation Committee

Relevance to priorities

The Recreation Master Plan encourages the municipality to partner with local associations to promote sports, recreation, and healthy activities. The Limoges Recreation Committee has consistently supported the municipality in various initiatives, including the Nation Sports Complex and park improvements in Rodolphe Latreille Park.

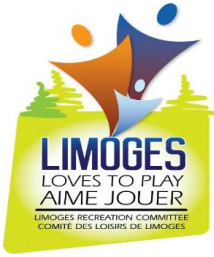
Communication Plan

N/A

Attachments

Limoges Community Day Sales and Profits

Limoges Community Bar Profit Request 2024



Limoges Community Day 2023 Limoges Recreation Committee/Comité des loisirs de Limoges



The Nation Municipality
958 Route 500 West
Casselman, ON K0A 1M0

Tuesday July 2, 2024

RE: Donation of Bar Profits from Limoges Community Day 2024

To the Council Members of the Nation Municipality:

As you know, Limoges Community Day took place this past June 22 and we are very pleased with the level of participation from residents of Limoges and the surrounding area. The Nation Municipality's support of this event is always much appreciated, especially its management of activities related to the bar and site preparation in advance of the event.

As such, we are formally requesting that all bar profits which totaled \$172.77 from this year's event be donated to the Limoges Recreation Committee. Bar profits have traditionally been included as part of overall profits from the event, managed by the Limoges Recreation Committee. As in the past, bar funds will be used toward community recreation and culture projects.

In closing, the Limoges Recreation Committee looks forward to continuing its collaboration with the Nation Municipality Council and staff to further expand and improve recreation and culture in Limoges. Please do not hesitate to contact us for additional information.

Thank you and best regards,

Matthew Brozincevic and Peggy O'Meara
Limoges Recreation Committee
limoges.recreation@hotmail.com

LIMOGES COMMUNITY DAY 21+22 JUNE 2024

	Brought to Event	Amount returned	Amount kept	Amount sold	Price	Total Sales
Bud Light	192	141	0	51	\$6.50	\$331.50
Corona	120	65	0	55	\$6.50	\$357.50
Canadian	0	0	0	0	\$6.50	\$0.00
Budweiser	72	56	0	16	\$6.50	\$104.00
Michelob Ultra	240	145	0	95	\$6.50	\$617.50
Tuque de broue - Rousse	72	0	36	36	\$6.50	\$234.00
Beau's	72	0	12	60	\$6.50	\$390.00
Smirnoff	96	0	84	12	\$6.50	\$78.00
Simply Spiked	96	60	7	29	\$6.50	\$188.50
Vodka Soda-CottageSprings	96	0	72	24	\$6.50	\$156.00
	1056	467	211	378	TOTAL	\$2,457.00

	Cost of beer, per unit	Amount sold	Total purchased
Bud Light	2.66	51	135.66
Corona	3.33	55	183.15
Canadian	2.66	0	0
Budweiser	2.66	16	42.56
Michelob	2.99	95	284.05
Tuque de broue - Rousse	3.95	36	142.2
Beau's	3.95	60	237
Smirnoff	2.5	12	30
Simply Spiked	2.58	29	74.82

Total revised after taxes:	
Total Sales (excl. taxes)	\$2,174.34
Empties returned (cans)	\$0.00
Total revenues	\$2,174.34
Liquor permit	\$300.00
Alcohol purchases	\$1,200.24
Employee salaries	\$501.33
Total expenses	\$2,001.57
Net profit	\$172.77



Request of support for a liquor licence application
Softball tournament at Rodolphe Latreille Park for a Breast Cancer fundraiser
Proposed resolution

The Nation Municipality

Meeting type: Regular Council Meeting

Date: August 12, 2024

Resolution #: _____ - 2024

Moved by:

Seconded by:

Be it resolved that Council of The Nation Municipality endorses and supports Bruce Cooper for their application to the Province for a Special Occasion Permit for their event to be held on October 4 and 5, 2024 in the Village of Limoges, this being a municipally significant event.

Be it also resolved that the Nation Municipality does not assume any liability for lawsuits or claims from these activities.

Re: Special Occasion Permit Application

On Oct 4th and 5th 2024, we will be hosting a Breast Cancer Fundraiser Softball tournament at the Rodolphe Latreille park. We would like to apply to the Alcohol and Gaming Commission of Ontario for a "Special Occasion Permit" to serve alcoholic beverages in a designated area. I will sign the liquor license and supervise the bar. Bartenders with "Smart Serve" certificates will take care of service the alcohol. We ask that the event be designated by the municipal council as being of municipal scope.

Please contact me if you have any questions about this event.

Sincerely,

Bruce Cooper

A solid black rectangular redaction box covering the signature area.

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
14523	C	7/11/24	7	A.L. BLAIR CONSTRUCTION LTD	\$50,977.18	O
14524	C	7/11/24	106	CLEMENT ALAIN	\$530.88	O
14525	C	7/11/24	234	LALONDE SYLVAIN	\$169.49	O
14526	C	7/11/24	268	BURELLE RENTOOLS	\$638.45	O
14527	C	7/11/24	348	PIERRE RICHER PLUMBING INC	\$273.46	O
14528	C	7/11/24	436	PSD Citywide Inc.	\$9,040.00	O
14529	C	7/11/24	584	BENSON SERVICE STATION	\$156.34	O
14530	C	7/11/24	607	PENINSULA CONSTRUCTION INC.	\$24,295.00	O
14531	C	7/11/24	786	LANDERS AUTO GLASS & STEREO INC.	\$778.57	O
14532	C	7/11/24	935	ST-ALBERT CONSTRUCTION	\$250.00	O
14533	C	7/11/24	1098	BLAIR ASPHALT PRODUCTS	\$327.70	O
14534	C	7/11/24	1200	LE COIN DU LIVRE	\$2,105.08	O
14535	C	7/11/24	1601	LIMOGES RECREATION COMITTEE	\$172.77	O
14536	C	7/11/24	2717	HERB-o-DEM INC.	\$1,609.46	O
14537	C	7/11/24	3111	SHADE GROUP INC	\$1,200.34	O
14538	C	7/11/24	3127	JEREMY GAUTHIER	\$300.00	O
14539	C	7/11/24	3137	LAFRANCE OSCAR	\$50.00	O
14540	C	7/11/24	3163	G. DUPUIS PAVING & INTERLOCK INC.	\$22,021.44	O
14541	C	7/11/24	3262	ROBINSON CONSULTANTS	\$904.00	O
14542	C	7/11/24	3337	BOURDEAU ELECTRIQUE	\$1,652.47	O
14543	C	7/11/24	3420	CANADIAN TIRE CASSELMAN #625	\$84.77	O
14544	C	7/11/24	3579	LEROUX, PIERRE	\$86.09	O
14545	C	7/11/24	3599	ANDRE SERVICES AGRI	\$554.54	O
14546	C	7/11/24	3601	TOTAL BATTERY NEPEAN	\$30.74	O
14547	C	7/11/24	3602	McMASTER-CARR	\$101.17	O
14548	C	7/11/24	3603	FERME FRANÇOIS RAINVILLE INC.	\$2,250.00	O
14549	C	7/11/24	3605	QUESNEL STEPHANIE	\$391.86	O
14550	C	7/11/24	3607	SAVAGE BENOIT	\$21.25	O
14551	C	7/11/24	3608	LAFLAMME DANIEL	\$1,600.00	O
14552	C	7/11/24	3609	COLLIER DERRECK	\$100.00	O
14553	C	7/11/24	3610	RICHARD NATHALIE	\$100.00	O
14554	C	7/24/24	7	A.L. BLAIR CONSTRUCTION LTD	\$9,948.97	O
14555	C	7/24/24	182	GARRY SURCH MULTI-SERVICES	\$3,121.63	O
14556	C	7/24/24	212	JP DESIGN	\$2,327.80	O
14557	C	7/24/24	290	MINISTER OF FINANCE	\$273,333.28	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
14558	C	7/24/24	294	MINISTRY OF TRANSPORTATION	\$107.25	O
14559	C	7/24/24	348	PIERRE RICHER PLUMBING INC	\$1,359.40	O
14560	C	7/24/24	433	THE NATION MUNICIPALITY	\$12,138.66	O
14561	C	7/24/24	436	PSD Citywide Inc.	\$9,040.00	O
14562	C	7/24/24	492	R.S. MAINTENANCE	\$307.36	O
14563	C	7/24/24	939	SSQ INSURANCE COMPANY INC.	\$119.56	O
14564	C	7/24/24	1098	BLAIR ASPHALT PRODUCTS	\$100,994.68	O
14565	C	7/24/24	1200	LE COIN DU LIVRE	\$55.36	O
14566	C	7/24/24	1219	2443550 TRAITEUR LA BONNE BOUFFE	\$177.98	O
14567	C	7/24/24	2087	CERTIFIED LABORATORIES	\$1,486.46	O
14568	C	7/24/24	2089	DECO SURFACES BY BAKER DESIGN	\$395.03	O
14569	C	7/24/24	2132	EASTERN ONTARIO COBRAS	\$1,855.92	O
14570	C	7/24/24	2194	FLUENT INFORMATION MANAGEMENT SYSTEMS, INC	\$678.00	O
14571	C	7/24/24	2245	BOULANGER INDUSTRIAL GROUP	\$357.53	O
14572	C	7/24/24	3006	MARTEL ALEXANDRA	\$400.00	O
14573	C	7/24/24	3076	INTACT PUBLIC ENTITIES	\$2,680.00	O
14574	C	7/24/24	3241	C & C PLUMBING INC.	\$7,783.44	O
14575	C	7/24/24	3314	PENNY LEE PREVOST	\$200.00	O
14576	C	7/24/24	3576	AT AERIALS INC.	\$1,371.80	O
14577	C	7/24/24	3611	QUENCH ELECTRIC	\$339.00	O
14578	C	8/13/24	7	A.L. BLAIR CONSTRUCTION LTD	\$5,158.71	O
14579	C	8/13/24	102	CITE DE CLARENCE-ROCKLAND	\$40,904.97	O
14580	C	8/13/24	177	GAGNE & FILS EXCAVATION LTEE	\$5,577.70	O
14581	C	8/13/24	212	JP DESIGN	\$661.38	O
14582	C	8/13/24	227	LAFLECHE SALES AND SERVICE	\$1,411.37	O
14583	C	8/13/24	286	MEUBLE HOME FURNITURE	\$1,024.66	O
14584	C	8/13/24	369	DELTA POWER EQUIPMENT	\$74.83	O
14585	C	8/13/24	433	THE NATION MUNICIPALITY	\$4,593.63	O
14586	C	8/13/24	447	TRP READY MIX LTD	\$1,575.51	O
14587	C	8/13/24	509	LIVRES BABAR INC	\$1,867.72	O
14588	C	8/13/24	606	TOTAL BATTERY OTTAWA	\$340.70	O
14589	C	8/13/24	757	SOCIETE HISTORIQUE ET CULTURELLE DE ST-BERNARDIN	\$334.48	O
14590	C	8/13/24	1098	BLAIR ASPHALT PRODUCTS	\$208,434.49	O
14591	C	8/13/24	1200	LE COIN DU LIVRE	\$840.85	O
14592	C	8/13/24	1529	GHISLAIN CHARTRAND	\$500.00	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
14593	C	8/13/24	1700	ONTARIO LIBRARY SERVICE	\$738.43	O
14594	C	8/13/24	1866	MALBOEUF, BURT	\$100.00	O
14595	C	8/13/24	2089	DECO SURFACES BY BAKER DESIGN	\$90.11	O
14596	C	8/13/24	2105	VERSUS BUSINESS FORM & LABELS	\$3,919.41	O
14597	C	8/13/24	2147	TWIN EQUIPMENT	\$2,112.08	O
14598	C	8/13/24	2218	LUC BELISLE	\$1,500.00	O
14599	C	8/13/24	2702	R.D. LEGAULT SEEDS	\$1,000.00	O
14600	C	8/13/24	2888	PROFESSIONAL FIRE PROTECTION	\$1,130.00	O
14601	C	8/13/24	2969	PELLETIER SEALING	\$1,130.00	O
14602	C	8/13/24	3039	BOUTET RICHARD	\$100.00	O
14603	C	8/13/24	3060	LA SHOP CO.	\$360.41	O
14604	C	8/13/24	3079	STEPHANIE LALONDE	\$310.75	O
14605	C	8/13/24	3137	LAFRANCE OSCAR	\$50.00	O
14606	C	8/13/24	3236	LINE-X PROTECTIVE COATINGS	\$3,592.27	O
14607	C	8/13/24	3420	CANADIAN TIRE CASSELMAN #625	\$127.07	O
14608	C	8/13/24	3426	JANICK MAINVILLE	\$150.00	O
14609	C	8/13/24	3555	LAFRANCE, JUSTIN	\$142.88	O
14610	C	8/13/24	3579	LEROUX, PIERRE	\$1,170.25	O
14611	C	8/13/24	3613	BRISSON MARC	\$200.00	O
14612	C	8/13/24	3614	MARTEL JÉRÉMI	\$1,500.00	O
14613	C	8/13/24	3615	LALONDE MARIE-CLAUDE	\$70.00	O
14614	C	8/13/24	3616	ALLARD DENIS	\$100.00	O
14615	C	8/13/24	3617	GAGNON SÉBASTIEN	\$263.52	O
66859	E	7/11/24	9	AALTO TECHNOLOGIES	\$942.53	O
66860	E	7/11/24	30	BENSON AUTO PARTS EXTRA PIECES D'AUTO	\$322.66	O
66861	E	7/11/24	52	BORRIS LOUISE	\$200.88	O
66862	E	7/11/24	53	BOUGIE-NORMAND JOANNE	\$75.72	O
66863	E	7/11/24	65	BRAZEAU SANITATION INC	\$1,559.40	O
66864	E	7/11/24	66	BRENNTAG CANADA INC	\$8,843.52	O
66865	E	7/11/24	71	BYTOWN LUMBER	\$59.58	O
66866	E	7/11/24	75	CADUCEON ENTREPRISES INC	\$2,544.00	O
66867	E	7/11/24	76	CANAAN LOCK & SECURITY SYSTEMS	\$228.49	O
66868	E	7/11/24	77	CANSEL SURVEY EQUIPMENT INC.	\$156.61	O
66869	E	7/11/24	84	CARRIERE & POIRIER EQUIPMENT	\$3,752.16	O
66870	E	7/11/24	89	CASSELMAN CEMENT	\$7,051.20	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
66871	E	7/11/24	91	CASSELMAN GAS BAR	\$697.68	O
66872	E	7/11/24	92	CASSELMAN CEMENT AG INC	\$9,321.07	O
66873	E	7/11/24	100	CIMA CANADA INC	\$47,262.26	O
66874	E	7/11/24	101	LBEL INC	\$175.15	O
66875	E	7/11/24	110	COLACEM CANADA INC	\$1,047.24	O
66876	E	7/11/24	112	CONSEIL SCOLAIRE DISTRICT CATHOLIQUES EST ONTARI ENI	\$750.00	O
66877	E	7/11/24	116	UNIAG COOPERATIVE	\$943.05	O
66878	E	7/11/24	117	COOPERATIVE AGRICOLE D'EMBRUN	\$598.67	O
66879	E	7/11/24	125	DA-LEE	\$32,417.68	O
66880	E	7/11/24	144	ELECTROLANN INC	\$2,362.29	O
66881	E	7/11/24	145	ELECTROTEK INC	\$12.60	O
66882	E	7/11/24	158	FERNAND DENIS INC	\$2,448.16	O
66883	E	7/11/24	171	FUTURE OFFICE PRODUCTS	\$299.10	O
66884	E	7/11/24	202	J.B. MOBILE MECHANIC INC	\$13,395.54	O
66885	E	7/11/24	216	KEMIRA WATER SOLUTIONS CANADA INC	\$27,295.23	O
66886	E	7/11/24	225	GFL ENVIRONMENTAL INC	\$19,066.03	O
66887	E	7/11/24	237	LAPLANTE CHEVROLET BUICK GMC LIMITED	\$322.87	O
66888	E	7/11/24	239	LASCELLES ENGINEERING LTD	\$17,704.38	O
66889	E	7/11/24	255	LEROUX JEANNE	\$647.60	O
66890	E	7/11/24	256	LEROUX JOSEE	\$213.13	O
66891	E	7/11/24	262	EXP SERVICES INC	\$8,194.76	O
66892	E	7/11/24	264	LEVAC PROPANE INC	\$452.00	O
66893	E	7/11/24	269	LOCATION SHALKA RENTAL LTD	\$144.41	O
66894	E	7/11/24	281	EGIS CANADA LTD	\$1,102.18	O
66895	E	7/11/24	289	MIKE'S WASTE DISPOSAL INC	\$41,816.26	O
66896	E	7/11/24	323	PAPETERIE GERMAIN INC	\$2,532.36	O
66897	E	7/11/24	351	PNEU LANDRIAULT TIRE	\$2,054.57	O
66898	E	7/11/24	359	PUROLATOR COURRIER LTD	\$153.98	O
66899	E	7/11/24	364	RAPCO EQUIPMENT INC	\$500.34	O
66900	E	7/11/24	400	SOLENO INC	\$6,953.60	O
66901	E	7/11/24	405	SPROULE POWERLINE	\$429.41	O
66902	E	7/11/24	426	TECHNICAL STANDARDS & SAFETY AUTHORITY	\$262.50	O
66903	E	7/11/24	444	TRAITEMENT D'EAU DESFORGES	\$147.01	O
66904	E	7/11/24	449	PRO-TECH AUTO SOLUTION	\$810.19	O
66905	E	7/11/24	450	UNITED COUNTIES OF PRESCOTT &	\$522.64	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
66906	E	7/11/24	453	UPPER CANADA ELEVATORS	\$1,140.00	O
66907	E	7/11/24	458	VIA RAIL CANADA INC	\$29,993.59	O
66908	E	7/11/24	459	VICE & HUNTER LLP	\$2,626.13	O
66909	E	7/11/24	537	AUTO SELECT CASSELMAN	\$1,107.23	O
66910	E	7/11/24	841	KB MEDIA CORP	\$3,191.12	O
66911	E	7/11/24	871	FORGUES GABRIEL	\$189.32	O
66912	E	7/11/24	899	EMOND HARNDEN LLP/S.R.L.	\$1,345.27	O
66913	E	7/11/24	1049	M&L SUPPLY FIRE & SAFETY	\$1,588.66	O
66914	E	7/11/24	1063	MALBEUF TECH SOLUTIONS	\$2,110.39	O
66915	E	7/11/24	1259	SSC Maintenance Services Inc	\$3,269.55	O
66916	E	7/11/24	1276	CAPITAL CONTROLS	\$2,899.07	O
66917	E	7/11/24	1280	JOE JOHNSON EQUIPMENT	\$951.60	O
66918	E	7/11/24	1336	ON CALL CENTRE	\$392.16	O
66919	E	7/11/24	1343	ONTARIO ONE CALL	\$104.74	O
66920	E	7/11/24	1393	BEACON LITE (OTTAWA) LTD.	\$2,814.59	O
66921	E	7/11/24	1395	CASSELMAN CEMENT SA INC.	\$610.20	O
66922	E	7/11/24	1606	GREELY SAND & GRAVEL	\$1,912.04	O
66923	E	7/11/24	1660	VINNY'S YARD CARE	\$333.35	O
66924	E	7/11/24	1773	A.D.R. DISTRIBUTION	\$38.00	O
66925	E	7/11/24	1794	COALWATER EXCAVATION INC.	\$12,370.40	O
66926	E	7/11/24	1902	MATERIAUX PONT-MASSON RONA	\$259.88	O
66927	E	7/11/24	2083	LEROUX CONSULTANT	\$8,478.50	O
66928	E	7/11/24	2421	MAXIM ENVIRONMENTAL AND SAFETY INC.	\$344.65	O
66929	E	7/11/24	2423	W.O. STINSON & SON LTD.	\$14,646.44	O
66930	E	7/11/24	2622	HALPENNY INSURANCE BROKERS LTD	\$1,134.00	O
66931	E	7/11/24	2681	DENIS PICHÉ	\$225.00	O
66932	E	7/11/24	3041	BGIS INTEGRATED TECHNICAL SERVICES CANADA LTD.	\$9,242.18	O
66933	E	7/11/24	3218	AMAZON BUSINESS	\$556.14	O
66934	E	7/11/24	3274	HUNEAULT, VINCENT	\$233.00	O
66935	E	7/11/24	3306	ALARM SYSTEMS-BROCKVILLE	\$549.18	O
66936	E	7/11/24	3359	REALTAX INC.	\$3,423.90	O
66937	E	7/11/24	3445	ICO TECHNOLOGIES INC	\$692.12	O
66938	E	7/11/24	3597	HAGEN ANDREW	\$214.52	O
66939	E	7/11/24	3600	GROUPE FOUCAULT	\$5,130.20	O
66940	E	7/11/24	3604	GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L.	\$1,722.12	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
66941	E	7/24/24	9	AALTO TECHNOLOGIES	\$942.53	O
66942	E	7/24/24	11	ABC DISPOSAL	\$645.26	O
66943	E	7/24/24	12	A/C MECHANICAL REFRIGERATION LTD	\$7,777.23	O
66944	E	7/24/24	30	BENSON AUTO PARTS EXTRA PIECES D'AUTO	\$190.80	O
66945	E	7/24/24	65	BRAZEAU SANITATION INC	\$180.80	O
66946	E	7/24/24	66	BRENNTAG CANADA INC	\$5,652.96	O
66947	E	7/24/24	71	BYTOWN LUMBER	\$641.35	O
66948	E	7/24/24	75	CADUCEON ENTREPRISES INC	\$9,221.25	O
66951	E	7/24/24	76	CANAAN LOCK & SECURITY SYSTEMS	\$687.77	O
66952	E	7/24/24	84	CARRIERE & POIRIER EQUIPMENT	\$12,843.12	O
66953	E	7/24/24	92	CASSELMAN CEMENT AG INC	\$54,597.13	O
66954	E	7/24/24	101	LBEL INC	\$364.32	O
66955	E	7/24/24	110	COLACEM CANADA INC	\$1,329.17	O
66956	E	7/24/24	116	UNIAG COOPERATIVE	\$1,554.44	O
66957	E	7/24/24	117	COOPERATIVE AGRICOLE D'EMBRUN	\$1,967.18	O
66958	E	7/24/24	145	ELECTROTEK INC	\$97.99	O
66959	E	7/24/24	152	EVANS UTILITY AND MUNICIPAL	\$28,082.53	O
66960	E	7/24/24	171	FUTURE OFFICE PRODUCTS	\$192.88	O
66961	E	7/24/24	175	G.D.S HYDRAULIC INC	\$196.85	O
66962	E	7/24/24	201	J & R ADAM LTEE	\$1,884.28	O
66963	E	7/24/24	202	J.B. MOBILE MECHANIC INC	\$20,909.33	O
66964	E	7/24/24	204	J.R BRISSON EQUIP LTEE	\$727.52	O
66965	E	7/24/24	225	GFL ENVIRONMENTAL INC	\$7,946.32	O
66966	E	7/24/24	256	LEROUX JOSEE	\$8.98	O
66967	E	7/24/24	267	LIONEL DESNOYERS REFRIGERATION	\$548.05	O
66968	E	7/24/24	269	LOCATION SHALKA RENTAL LTD	\$260.66	O
66969	E	7/24/24	273	LRL ASSOCIATES LTD	\$1,169.55	O
66970	E	7/24/24	281	EGIS CANADA LTD	\$13,936.45	O
66971	E	7/24/24	289	MIKE'S WASTE DISPOSAL INC	\$154.67	O
66972	E	7/24/24	313	OMERS	\$94,710.72	O
66973	E	7/24/24	323	PAPETERIE GERMAIN INC	\$253.75	O
66974	E	7/24/24	350	PIGEON NICHOLAS	\$344.65	O
66975	E	7/24/24	351	PNEU LANDRIAULT TIRE	\$4,053.94	O
66976	E	7/24/24	359	PUROLATOR COURRIER LTD	\$210.76	O
66977	E	7/24/24	382	SANI-SOL INC	\$109.61	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
66978	E	7/24/24	387	SCOTT CAROL ANN	\$598.73	O
66979	E	7/24/24	400	SOLENO INC	\$17,624.44	O
66980	E	7/24/24	405	SPROULE POWERLINE	\$1,420.98	O
66981	E	7/24/24	426	TECHNICAL STANDARDS & SAFETY AUTHORITY	\$262.50	O
66982	E	7/24/24	444	TRAITEMENT D'EAU DESFORGES	\$874.73	O
66983	E	7/24/24	458	VIA RAIL CANADA INC	\$1,635.00	O
66984	E	7/24/24	533	SPUEHLER SHOP	\$1,476.15	O
66985	E	7/24/24	1000	SAFETYCARE INC.	\$4,407.00	O
66986	E	7/24/24	1063	MALBEUF TECH SOLUTIONS	\$1,650.09	O
66987	E	7/24/24	1238	VICE & HUNTER IN TRUST	\$738.77	O
66988	E	7/24/24	1259	SSC Maintenance Services Inc	\$2,546.41	O
66989	E	7/24/24	1280	JOE JOHNSON EQUIPMENT	\$7,751.47	O
66990	E	7/24/24	1393	BEACON LITE (OTTAWA) LTD.	\$1,689.24	O
66991	E	7/24/24	1405	ESI TECHNOLOGIES DE L'INFORMATION INC	\$1,822.80	O
66992	E	7/24/24	1773	A.D.R. DISTRIBUTION	\$251.50	O
66993	E	7/24/24	1829	MAXI POWER ELECTRICAL SERVICES INC.	\$2,219.51	O
66994	E	7/24/24	1842	SELECTCOM INC	\$7.38	O
66995	E	7/24/24	1868	ULINE CANADA CORPORATION	\$821.76	O
66996	E	7/24/24	1896	LAPLANTE CHRYSLER DODGE JEEP RAM LTD.	\$49,730.12	O
66997	E	7/24/24	1902	MATERIAUX PONT-MASSON RONA	\$142.82	O
66998	E	7/24/24	2035	SUNBELT RENTALS, INC	\$9,819.00	O
66999	E	7/24/24	2074	WSP CANADA INC.	\$8,588.00	O
67000	E	7/24/24	2088	CASSELMAN TIRECRAFT	\$82.96	O
67001	E	7/24/24	2395	STOKES INTERNATIONAL	\$241.72	O
67002	E	7/24/24	2423	W.O. STINSON & SON LTD.	\$50,047.19	O
67003	E	7/24/24	2797	RALIK	\$348.21	O
67004	E	7/24/24	3017	DESJARDINS SÉCURITÉ FINANCIÈRE,CIE	\$42,777.14	O
67005	E	7/24/24	3041	BGIS INTEGRATED TECHNICAL SERVICES CANADA LTD.	\$10,101.08	O
67007	E	7/24/24	3218	AMAZON BUSINESS	\$778.27	O
67008	E	7/24/24	3225	PITNEY WORKS	\$4,520.00	O
67009	E	7/24/24	3347	CHARBONNEAU PROPERTY MAINTENANCE INC.	\$4,702.16	O
67010	E	7/24/24	3358	DELHEY ELECTRIC LTD.	\$282.50	O
67011	E	7/24/24	3381	ONTARIO INFRASTRUCTURE AND LANDS CORPORATION	\$1,130.00	O
67012	E	7/24/24	3444	CARRUTHERS JANICE	\$1,004.43	O
67013	E	7/24/24	3451	BOBBY & JOY LALONDE	\$1,307.94	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
67014	E	7/24/24	3520	9425-5973 QUEBEC INC.	\$135,018.84	O
67015	E	7/24/24	3528	CANADIAN TODS LTD	\$1,977.52	O
67016	E	7/24/24	3604	GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L.	\$1,768.46	O
67017	E	7/29/24	3520	9425-5973 QUEBEC INC.	\$1,383,398.59	O
67018	E	8/13/24	11	ABC DISPOSAL	\$645.26	O
67019	E	8/13/24	24	ANNIS, O'SULLIVAN, VOLLEBEKK LTD	\$1,181.58	O
67020	E	8/13/24	30	BENSON AUTO PARTS EXTRA PIECES D'AUTO	\$60.06	O
67021	E	8/13/24	35	BATTLESIELD INDUSTRIES LTD	\$1,731.55	O
67022	E	8/13/24	65	BRAZEAU SANITATION INC	\$1,582.00	O
67023	E	8/13/24	68	BRODART CANADA COMPANY	\$234.25	O
67024	E	8/13/24	71	BYTOWN LUMBER	\$257.28	O
67025	E	8/13/24	75	CADUCEON ENTREPRISES INC	\$4,428.16	O
67026	E	8/13/24	77	CANSEL SURVEY EQUIPMENT INC.	\$470.08	O
67027	E	8/13/24	80	MAXIBURO LTEE	\$1,065.74	O
67028	E	8/13/24	89	CASSELMAN CEMENT	\$72.32	O
67029	E	8/13/24	101	LBEL INC	\$175.15	O
67030	E	8/13/24	104	CLEARTECH INDUSTRIES INC	\$313.90	O
67031	E	8/13/24	110	COLACEM CANADA INC	\$3,362.74	O
67032	E	8/13/24	116	UNIAG COOPERATIVE	\$334.63	O
67033	E	8/13/24	145	ELECTROTEK INC	\$397.18	O
67034	E	8/13/24	178	GAL POWER SYSTEMS OTTAWA LTD	\$870.10	O
67035	E	8/13/24	202	J.B. MOBILE MECHANIC INC	\$15,349.37	O
67036	E	8/13/24	204	J.R BRISSON EQUIP LTEE	\$8,650.87	O
67037	E	8/13/24	225	GFL ENVIRONMENTAL INC	\$2,248.70	O
67038	E	8/13/24	255	LEROUX JEANNE	\$246.14	O
67039	E	8/13/24	262	EXP SERVICES INC	\$30,593.34	O
67040	E	8/13/24	323	PAPETERIE GERMAIN INC	\$148.09	O
67041	E	8/13/24	351	PNEU LANDRIAULT TIRE	\$5,301.67	O
67042	E	8/13/24	364	RAPCO EQUIPMENT INC	\$1,327.05	O
67043	E	8/13/24	400	SOLENO INC	\$1,890.10	O
67044	E	8/13/24	405	SPROULE POWERLINE	\$1,779.75	O
67045	E	8/13/24	431	THE COMPUTER MEDIA GROUP	\$341.15	O
67046	E	8/13/24	444	TRAITEMENT D'EAU DESFORGES	\$759.86	O
67047	E	8/13/24	533	SPEHLER SHOP	\$123.05	O
67048	E	8/13/24	899	EMOND HARNDEN LLP/S.R.L.	\$1,205.15	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
67049	E	8/13/24	933	DROUIN CREATIONS	\$296.17	O
67050	E	8/13/24	954	CDW CANADA INC.	\$429.22	O
67051	E	8/13/24	1031	ATLANTIC INDUSTRIES LIMITED	\$234,644.39	O
67052	E	8/13/24	1063	MALBEUF TECH SOLUTIONS	\$1,253.62	O
67053	E	8/13/24	1165	MULTI-LINK IT SOLUTIONS	\$632.81	O
67054	E	8/13/24	1259	SSC Maintenance Services Inc	\$954.63	O
67055	E	8/13/24	1316	BPM PROPERTY MAINTENANCE	\$14,831.30	O
67056	E	8/13/24	1336	ON CALL CENTRE	\$559.73	O
67057	E	8/13/24	1393	BEACON LITE (OTTAWA) LTD.	\$684.00	O
67058	E	8/13/24	1660	VINNY'S YARD CARE	\$203.40	O
67059	E	8/13/24	1725	GROENEVELD-BEKA CANADA INC.	\$1,537.60	O
67060	E	8/13/24	1773	A.D.R. DISTRIBUTION	\$375.25	O
67061	E	8/13/24	1868	ULINE CANADA CORPORATION	\$228.84	O
67062	E	8/13/24	1902	MATERIAUX PONT-MASSON RONA	\$97.19	O
67063	E	8/13/24	2035	SUNBELT RENTALS, INC	\$17,226.20	O
67064	E	8/13/24	2083	LEROUX CONSULTANT	\$8,542.46	O
67065	E	8/13/24	2171	EVOQUA WATER TECHNOLOGIES LTD	\$390.36	O
67066	E	8/13/24	2423	W.O. STINSON & SON LTD.	\$15,916.40	O
67067	E	8/13/24	2519	AL PARSONS ELECTRONICS LIMITED	\$2,200.11	O
67068	E	8/13/24	2622	HALPENNY INSURANCE BROKERS LTD	\$21.60	O
67069	E	8/13/24	2797	RALIK	\$387.52	O
67070	E	8/13/24	3041	BGIS INTEGRATED TECHNICAL SERVICES CANADA LTD.	\$339.00	O
67071	E	8/13/24	3117	AERZEN CANADA	\$2,034.14	O
67072	E	8/13/24	3214	DESCHAMPS, AMELIE	\$193.63	O
67073	E	8/13/24	3218	AMAZON BUSINESS	\$1,234.65	O
67075	E	8/13/24	3347	CHARBONNEAU PROPERTY MAINTENANCE INC.	\$5,883.51	O
67076	E	8/13/24	3359	REALTAX INC.	\$4,440.90	O
67077	E	8/13/24	3439	ALEXANDRE RANGER	\$200.00	O
67078	E	8/13/24	3582	ABKM CONSULTING	\$13,560.00	O
67079	E	8/13/24	3612	FORMATIONS IMPACT SANTE PLUS INC	\$6,800.77	O
BELL CANADA	E	7/11/24	43	BELL CANADA	\$1,579.01	O
BELL CANADA	E	7/11/24	46	BELL CANADA	\$2,084.87	O
BELL CANADA	E	7/24/24	43	BELL CANADA	\$891.34	O
BELL CANADA	E	7/24/24	46	BELL CANADA	\$3,735.19	O
BELL CANADA	E	8/13/24	43	BELL CANADA	\$1,447.30	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
BELL CANADA	E	8/13/24	46	BELL CANADA	\$66.20	O
BELL MOBILITY INC.	E	7/11/24	47	BELL MOBILITY INC.	\$3,373.38	O
BELL MOBILITY INC.	E	8/13/24	47	BELL MOBILITY INC.	\$3,387.17	O
ENBRIDGE CONSUMER GAS	E	7/11/24	146	ENBRIDGE CONSUMER GAS	\$848.67	O
ENBRIDGE CONSUMER GAS	E	7/24/24	146	ENBRIDGE CONSUMER GAS	\$92.20	O
ENBRIDGE CONSUMER GAS	E	8/13/24	146	ENBRIDGE CONSUMER GAS	\$752.80	O
ESSO BUSINESS CARD - ROAD-188890	E	7/24/24	479	ESSO BUSINESS CARD - ROAD-188890	\$164.17	O
HYDRO ONE NETWORKS INC	E	7/11/24	198	HYDRO ONE NETWORKS INC	\$133.57	O
HYDRO ONE NETWORKS INC	E	7/24/24	198	HYDRO ONE NETWORKS INC	\$55,976.95	O
HYDRO ONE NETWORKS INC	E	8/13/24	198	HYDRO ONE NETWORKS INC	\$268.70	O
JOHN DEERE FINANCIAL	E	8/13/24	16	JOHN DEERE FINANCIAL	\$131.60	O
MINISTER OF FINANCE	E	7/11/24	291	MINISTER OF FINANCE	\$9,792.87	O
MINISTER OF FINANCE	E	8/13/24	291	MINISTER OF FINANCE	\$11,395.35	O
PETRO-CANADA SUPERPASS	E	7/11/24	3449	PETRO-CANADA SUPERPASS	\$5,187.15	O
PETRO-CANADA SUPERPASS	E	8/13/24	3449	PETRO-CANADA SUPERPASS	\$6,547.21	O
QUADIENT CANADA LTD.	E	8/13/24	303	QUADIENT CANADA LTD.	\$184.13	O
RECEVEUR GENERAL DU CANADA	E	7/11/24	366	RECEVEUR GENERAL DU CANADA	\$77,390.14	O
RECEVEUR GENERAL DU CANADA	E	7/24/24	366	RECEVEUR GENERAL DU CANADA	\$76,020.78	O
RECEVEUR GENERAL DU CANADA	E	8/13/24	366	RECEVEUR GENERAL DU CANADA	\$74,648.40	O
SHAW DIRECT	E	7/11/24	1729	SHAW DIRECT	\$89.24	O
SHAW DIRECT	E	8/13/24	1729	SHAW DIRECT	\$89.24	O
VISA DESJARDINS	E	7/24/24	465	VISA DESJARDINS	\$16,726.26	O
WORKPLACE SAFETY & INSURANCE	E	7/24/24	474	WORKPLACE SAFETY & INSURANCE	\$14,175.12	O
WORKPLACE SAFETY INSURANCE	E	7/11/24	475	WORKPLACE SAFETY INSURANCE	\$848.95	O
WORKPLACE SAFETY INSURANCE	E	7/24/24	475	WORKPLACE SAFETY INSURANCE	\$1,996.02	O
WORKPLACE SAFETY INSURANCE	E	8/13/24	475	WORKPLACE SAFETY INSURANCE	\$848.95	O

Accounts Payable Cheque Register Report - Caisse Populaire Nouvel-horizon Inc.-603910

For The Date Range From 6/26/24 To 8/13/24

For All Vendors And For Outstanding, Cleared Cheques - Computer Generated, eCheque

Cheque # / eCheque ID	Type	Date	Vendor	Name	Amount	Status
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TOTAL

\$4,055,221.08

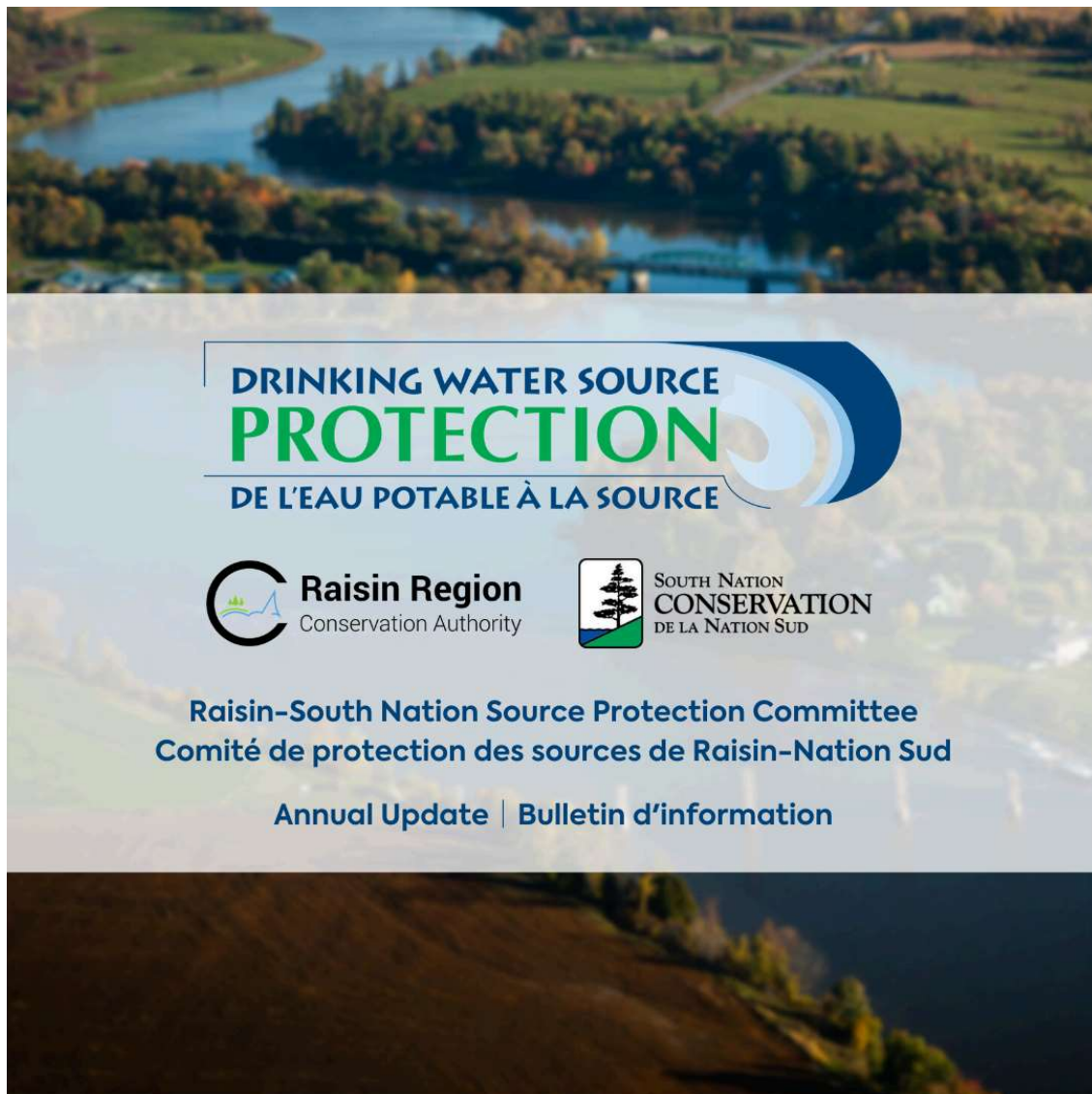
Drinking Water Source Protection

Annual Update

[View email in browser](#)

Protection de l'eau potable a la source

Bulletin d'information





Chairman Ray Beauregard Delivers Message from Raisin-South Nation Source Protection Committee

On behalf of the Raisin-South Nation Source Protection Committee, we are happy to present our 2023 Annual Update!

Municipal drinking water systems cater to more than 80 percent of Ontario's population, while the remaining 20 percent rely on individual water systems such as private wells.

Municipalities, source protection authorities, and community stakeholders each fulfill pivotal roles in safeguarding the quality of our drinking water sources through the implementation of policies aimed at managing potential threats.

We are committed to ensuring the safety and availability of water within our jurisdiction. Whether utilized for drinking, household purposes, agricultural activities, or recreational pursuits, public health remains a top priority, constituting a vital component for nurturing healthy and thriving local communities as well as sustainable economic development.

sources and addressing risks to municipal water supplies.



Raisin-South Nation Source Protection Committee

The Source Protection Committee represents the interests of the local municipalities, agricultural sector, commercial and industrial sectors, and the general public, as well as the Ministry of Environment, Conservation and Parks and local Health Units.

The Committee was established in accordance with the *Clean Water Act*, and members worked together with staff to develop a local Source Protection Plan, established in 2015, that aims to reduce the risk of contamination and overuse of the sources of our drinking water. The role of the Committee is to guide the review and updates of the Source Protection Plan using a science-based approach.

The Committee said farewell to Mary Wooding, Liaison, Ministry of the Environment, Conservation and Parks, who began her retirement earlier this year. The Committee thanks her for her dedication to protecting source water in our region and wishes her a healthy and happy retirement.

The Source Protection Committee is comprised of 15 members, 3 liaisons and the Chair:

Ray Beauregard (Chair)

Theresa Bergeron (Municipal Representative)

Michel Kearney (Municipal Representative)
Robert Rathbun (Municipal Representative)
Walter Oeggerli (Economic Sector - Agriculture)
Jacqueline Pemberton (Economic Sector - Agriculture)
Jeanette Mongeon (Economic Sector - Agriculture)
Blair Walker (Economic Sector - Aggregates)
Stephen Wilson (Economic Sector - Commercial/Industrial)
Glenn Mackey (Other Interests - Watershed Advisory Committee)
Elaine Kennedy (Other Interests - Great River Network)
Chris McDonnell (Other Interests - General Public)
Don Munro (Other Interests - General Public)
Tom VanDusen (Other Interests - General Public)
Idalia Milan (Liaison - Eastern Ontario Health Unit)
Martin Lang (Liaison - Raisin Region Source Protection Authority)
François St-Amour (Liaison - South Nation Source Protection Authority)

Learn more at www.yourdrinkingwater.ca



Be Septic Smart!




Do ...

- know where your septic system is located
- pump out your tank every 3 - 5 years
- conserve water to reduce what's going into your system
- avoid excessive use of anti-bacterial soaps, bleach and harsh cleansers
- keep accurate records of septic system maintenance and service calls

Don't ...

- plant trees or shrubs, dig or drive over your septic tank or leaching bed
- flush grease, food, paint, solvents or other toxic chemicals down the drain
- forget to upgrade your system if you connect additional toilets, showers, hot tubs or sources of water
- inspect or pump out a septic system yourself! The tank contains deadly gases that can kill in a matter of seconds

inspected could threaten local drinking water quality.

The on-site sewage inspection program varies across the Source Protection Region. Septic systems within the City of Ottawa are inspected by the Ottawa Septic System Office; the Townships of North Glengarry and South Glengarry retain their own septic inspectors, and remaining municipalities have delegated septic inspection to the SNC Septic Inspection Office. Access this [link](#) for a complete list.

Outreach campaigns have been targeted in the Leeds-Grenville region, where municipalities have recently delegated Building Code responsibilities to SNC.



Policy Updates to the Local Source Protection Plan

Under the direction of the Minister of Environment, Conservation and Parks, the Committee is completing a comprehensive review of the “Source Protection Plan” and revising policies to best protect sources for local drinking water.

invited to provide feedback.

Amendments to the Source Protection Plan related to the storage of snow and salt are currently being updated.

Public Consultations are being planned for Fall and Winter 2024.

New or Modified Drinking Water Systems

As a drinking water system owner, it is the municipality's responsibility to ensure that vulnerable areas are identified so that drinking water systems continue to be protected under the *Clean Water Act*.

Municipalities are reminded to consult early with their Source Protection Authority when considering a new or modifying an existing drinking water system.



Raisin-South Nation Source Protection: Annual Reporting

Under the *Clean Water Act*, annual reports are prepared by the Risk Management Official on behalf of each municipality and are presented to the Committee.

The Source Protection Plan requires Risk Management Officials, Municipalities and Ministries to report annually to the Source Protection Authority by February 1 for the previous calendar year. Below are the highlights from 2023:

Risk Management Office Highlights for South Nation Source Protection Area	Up to end of 2022	New in 2023	Total
Risk Management Plans established	80	0	80
Parcels managed by a Risk Management Plan	217	0	217
Activities managed by a Risk Management Plan	301	0	301
Safe Septic Inspections	219	0	219
Section 59 Notices Issued	218	12	230
Orders Issued	0	0	0

Raisin Region Source Protection Area	of 2022	in 2023	Total
Risk Management Plans established	4	0	4
Parcels managed by a Risk Management Plan	6	0	6
Activities managed by a Risk Management Plan	11	0	11
Safe Septic Inspections	136	28	164
Section 59 Notices Issued	23	1	24
Orders Issued	0	0	0

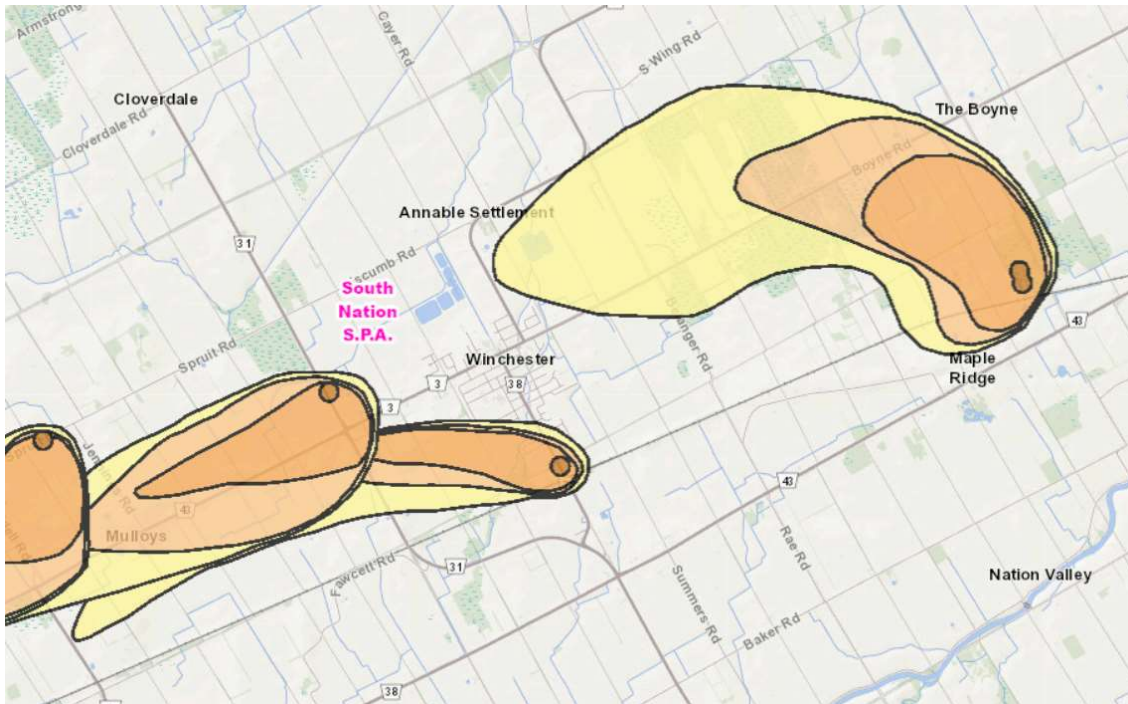


Source Water Protection and Development Applications

Section 59 of the *Clean Water Act* (Restricted Land Uses) enables a process for identifying activities before they are established so they do not become a drinking water threat. The process is triggered by *Planning Act* development and building permit applications.

Restricted land uses are applied to areas where significant drinking water threats are possible and where Section 57 (Prohibited Activities) or Section 58 (Regulated Activities) policies apply.

The Risk Management Official works with planning and building authorities to ensure they are aware of the areas prescribed in the Source Protection Plan as being subject to Section 59 and the activities that they pertain to. Always consider Source Water Protection when reviewing



Accessing the Geoportal

Knowing the locations of Intake Protection Zones (IPZs) and Wellhead Protection Areas (WHPAs) when planning and developing communities, is a crucial step to protect source water.

Intake Protection Zones (IPZs) protect municipal intakes which draw from surface water sources such as lakes, rivers and streams. The areas that are shown are those most at risk for contamination, where contaminants would reach water sources within 2 hours.

Wellhead Protection Areas (WHPAs) protect groundwater sources which supply us with drinking water through wells. Contaminants can seep into the ground and contaminate well water. WHPAs tell us what areas are vulnerable to drinking water contamination.

For more information and to access the geoportal, visit yourdrinkingwater.ca or [click here](#).



Municipal Working Group

The Source Water Protection Working Group was established in 2023 and includes representatives from both conservation authorities and member municipalities, including staff from public works, planning and engineering departments.

Working group discussions help share information and increase awareness of potential threats to drinking water protection areas. The working group also reviews technical rules in place to protect drinking water sources and provides opportunities to discuss policy changes and to collaborate on implementation.

Education and Community Outreach

Everyone has a role in protecting the drinking water supply and sharing information with the public helps increase awareness and adoption of best practices.

Sharing social media campaigns is an easy way for municipalities to help spread awareness of source water protection and how residents can take steps to protect the quality of their drinking water - either municipal or private well.

#DYK the over application of road salt is having an impact on our environment and in some cases municipal drinking water supplies?

By 'Salting Responsibly' we can balance slipping hazards on roads and walkways while still protecting the environment and our drinking water.

It's easy! Salt Awareness begins by following these simple tips:

- Apply the right amount of salt at the right time
- Shovel snow before applying salt
- Keep the lids closed on salt buckets or containers
- Use sand in colder temps when rock salt is ineffective

To learn more visit: www.yourdrinkingwater.ca



Did you know?
 1 tablespoon of salt will melt 1m² area

DRINKING WATER SOURCE PROTECTION
 DE L'EAU POTABLE À LA SOURCE



Raisin Region Conservation Authority
 Conservation de la région Raisin



SOUTH NATION CONSERVATION
 DE LA NATION SUD

Salt Responsibly

DRINKING WATER SOURCE PROTECTION
 Our Actions Matter

Did you know?
 1 tablespoon of salt will melt a one-metre square area.

Keep lid closed to protect from rain/snow.

Shovel or plow before applying salt.

A little salt goes a long way. Apply sparingly.

Salt works best between 1 and -10°C. Try an alternative as temperature drops.

Salt contaminated runoff can enter ground & surface water sources.

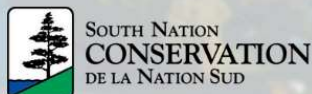


Guides for the public can be [found here](#).

For more information on the Province of Ontario's Best Management Practices for Source Water Protection [follow this link](#).



**DRINKING WATER SOURCE
PROTECTION**
DE L'EAU POTABLE À LA SOURCE



Raisin-South Nation Source Protection Committee
Comité de protection des sources de Raisin-Nation Sud

Annual Update | Bulletin d'information





Le président Ray Beauregard transmet un message du Comité de protection des sources Raisin-Nation Sud

Au nom du Comité de protection des sources des rivières Raisin et Nation Sud, je suis heureux de vous présenter notre mise à jour annuelle 2023 !

Les réseaux municipaux d'eau potable desservent plus de 80 % de la population de l'Ontario, tandis que les 20 % restants dépendent de systèmes d'eau individuels tels que des puits privés.

Les municipalités, les autorités chargées de la protection des sources et les intervenants communautaires jouent tous un rôle essentiel dans la protection de la qualité de nos sources d'eau potable grâce à la mise en œuvre de politiques visant à gérer les menaces potentielles.

Nous nous engageons à garantir la sécurité et la disponibilité de l'eau sur notre territoire, qu'elle soit utilisée pour la boisson, les usages domestiques, les activités agricoles ou les loisirs. La santé publique reste une priorité absolue, car elle constitue un élément essentiel pour le développement de collectivités locales saines et prospères, ainsi que pour un développement économique durable.

les sources d'eau potable actuelles et futures et à faire face aux risques qui pèsent sur les approvisionnements en eau des municipalités.



Comité de protection des sources Raisin-Nation Sud

Le Comité de protection des sources représente les intérêts des municipalités locales, du secteur agricole, des secteurs commercial et industriel et du grand public, ainsi que du ministère de l'Environnement, de la Protection de la nature et des Parcs et des bureaux de santé locaux.

Le Comité a été créé conformément à la *Loi sur l'eau saine*, et ses membres ont collaboré avec le personnel pour élaborer un plan local de protection des sources, établi en 2015, qui vise à réduire le risque de contamination et de surexploitation des sources de notre eau potable. Le rôle du Comité est de guider l'examen et les mises à jour du plan de protection des sources en utilisant une approche scientifique.

Le Comité a fait ses adieux à Mary Wooding, chargée de liaison au ministère de l'Environnement, de la Protection de la nature et des Parcs, qui a pris sa retraite au début de l'année. Le Comité la remercie pour son dévouement à la protection des sources d'eau dans notre région et lui souhaite une retraite heureuse et en santé.

Le Comité de protection des sources est composé de 15 membres, de trois agents de liaison et du président :

Ray Beauregard (président)

Theresa Bergeron (représentante municipale)

Michel Kearney (représentant municipal)

Robert Rathbun (représentant municipal)

Walter Oeggerli (Secteur économique - Agriculture)

Jacqueline Pemberton (Secteur économique - Agriculture)

Jeanette Mongeon (Secteur économique - Agriculture)

Blair Walker (Secteur économique - Agrégats)

Stephen Wilson (Secteur économique - commercial/industriel)

Glenn Mackey (Autres intérêts - Comité consultatif du bassin versant de la Nation Sud)

Elaine Kennedy (Autres intérêts - Great River Network)

Chris McDonnell (Autres intérêts - Grand public)

Don Munro (Autres intérêts - Grand public)

Tom VanDusen (Autres intérêts - Grand public)

Idalia Milan (Liaison - Bureau de santé de l'est de l'Ontario)

Martin Lang (Liaison - Office de protection des sources de la région de la Raisin)

François St-Amour (Liaison - Office de protection des sources de la Nation Sud)

En savoir plus sur www.yourdrinkingwater.ca



Agissez de manière intelligente!




À faire ...

- sachez où se trouve votre fosse septique
- faites pomper votre réservoir tous les 3 à 5 ans
- conservez l'eau pour ne pas surcharger votre système septique
- évitez l'utilisation excessive de savons antibactériens, de javel et de nettoyants puissants
- conservez des registres précis sur l'entretien du système septique et les appels de service

À ne pas faire...

- ne planter ni arbres, ni arbustes, ne pas creuser ou conduire au-dessus de votre fosse septique ou du champ d'épuration
- ne pas déverser de la graisse, nourriture, peinture, des solvants ou autres produits chimiques toxiques dans le système
- ne pas oublier d'améliorer votre système si vous raccordez des toilettes, des douches, des bains à remous ou des sources d'eau supplémentaires
- ne pas inspecter ou pomper la fosse septique vous-même! Le réservoir contient des gaz mortels qui peuvent tuer en quelques secondes



Pour plus d'informations, veuillez communiquer avec la CNS au
1-877-984-2948 | www.nation.on.ca

Programme d'inspection des fosses septiques

Le code du bâtiment de l'Ontario exige que toutes les fosses septiques situées dans des zones très vulnérables soient incluses dans un programme obligatoire d'inspection d'une durée de cinq ans. Les fosses septiques qui ne sont pas correctement inspectées peuvent menacer la qualité

Le programme d'inspection des installations septiques varie d'un secteur à l'autre dans la région de protection des sources. Les installations septiques de la Ville d'Ottawa sont inspectées par le Bureau des installations septiques d'Ottawa ; les cantons de North Glengarry et de South Glengarry conservent leurs propres inspecteurs des fosses septiques, et les autres municipalités ont délégué l'inspection des installations septiques au Bureau d'inspection des installations septiques de la CNS. Accédez à ce [lien](#) pour une liste complète.

Des campagnes de sensibilisation ont été menées dans la région de Leeds-Grenville, où les municipalités ont récemment délégué à la CNS les responsabilités liées au code du bâtiment.



Mise à jour de la politique du plan local de protection des sources

Sous la direction du ministre de l'Environnement, de la Protection de la nature et des Parcs, le Comité achève un examen complet du « plan de protection des sources » et révisé les politiques afin de protéger au mieux les sources d'eau potable locales.

Dans le cadre du plan de cette mission, les municipalités seront consultées sur tout changement de politique, et les propriétaires directement concernés par le changement de politique recevront une lettre par courrier et seront invités à faire part de leurs commentaires.

sont en cours de mise à jour.

Des consultations publiques sont prévues pour l'automne et l'hiver 2024.

Systemes d'eau potable nouveaux ou modifiés

En tant que propriétaire d'un réseau d'eau potable, il incombe à la municipalité de veiller à ce que les zones vulnérables soient identifiées afin que les réseaux d'eau potable continuent d'être protégés en vertu de la Loi sur l'eau saine.

Nous rappelons aux municipalités qu'elles doivent consulter rapidement leur Office de protection des sources lorsqu'elles envisagent de construire ou de modifier un réseau d'eau potable.



En vertu de la *Loi sur l'eau saine*, des rapports annuels sont préparés par la personne responsable de la gestion des risques au nom de chaque municipalité et sont présentés au Comité.

Le plan de protection des sources exige que les responsables de la gestion des risques, les municipalités et les ministères présentent un rapport annuel à l'Office de protection des sources avant le 1er février pour l'année civile précédente. Vous trouverez ci-dessous les faits saillants de l'année 2023 :

Faits saillants du bureau de gestion des risques pour la zone de protection des sources de la Nation Sud	Jusqu'à fin 2022	Nouveau en 2023	Total
Plans de gestion des risques établis	80	0	80
Parcelles gérées par un plan de gestion des risques	217	0	217
Activités gérées par un plan de gestion des risques	301	0	301
Inspections pour des fosses septiques sécuritaires	219	0	219
Avis émis en vertu de l'article 59	218	12	230
Ordonnances émises	0	0	0

Faits marquants du bureau de gestion des risques pour la zone de protection des sources de la région de Raisin	Jusqu'à fin 2022	Nouveau en 2023	Total
Plans de gestion des risques établis	4	0	4
Parcelles gérées par un plan de gestion des risques	6	0	6
Activités gérées par un plan de gestion des risques	11	0	11
Inspections pour des fosses septiques sécuritaires	136	28	164
Avis émis en vertu de l'article 59	23	1	24
Ordonnances émises	0	0	0

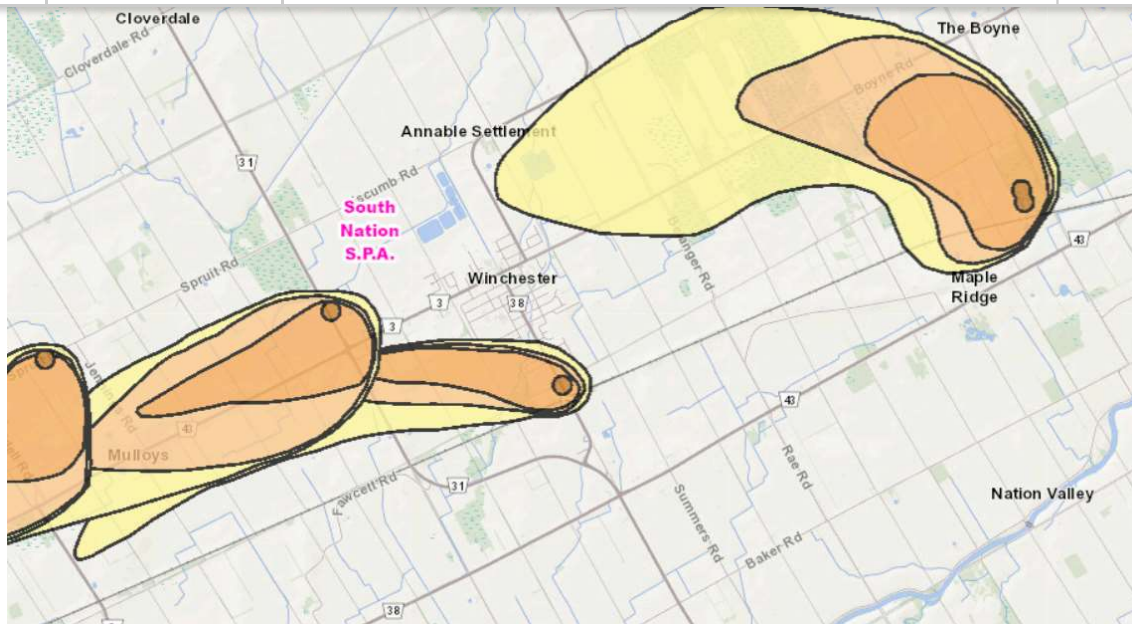


Protection des sources d'eau et demandes d'aménagement

L'article 59 de la *Loi sur l'eau saine* (Utilisations limitées des terres) prévoit un processus d'identification des activités avant qu'elles ne soient établies, afin qu'elles ne deviennent pas une menace pour l'eau potable. La procédure est déclenchée par les demandes de permis de construire et d'aménagement *au titre de la Loi sur l'aménagement du territoire*.

L'utilisation des terres limitées s'applique aux zones où des menaces importantes pour l'eau potable sont possibles et où les politiques de l'article 57 (Activités interdites) ou de l'article 58 (Activités réglementées) s'appliquent.

La personne responsable de la gestion des risques collabore avec les autorités chargées de la planification et de la construction afin de s'assurer qu'elles connaissent les zones prescrites étant assujetties à l'article 59 dans le plan de protection des sources, ainsi que les activités auxquelles elles se rapportent. Il faut toujours tenir compte de la protection des sources d'eau lors de l'examen des demandes d'aménagement et veiller à ce que le zonage municipal reste à jour.



Accès au géoportail

Connaître l'emplacement des zones de protection des prises d'eau (ZPPE) et des zones de protection des têtes de puits (ZPTP) lors de la planification et du développement des collectivités est une étape cruciale pour protéger les sources d'eau.

Les zones de protection des prises d'eau (ZPPE) protègent les prises d'eau municipales qui puisent dans des sources d'eau de surface telles que les lacs, les rivières et les ruisseaux. Les zones indiquées sont celles qui présentent le plus grand risque de contamination, où les contaminants atteindraient les sources d'eau dans les deux heures.

Les zones de protection des têtes de puits (ZPTP) protègent les sources d'eau souterraine qui nous approvisionnent en eau potable par le biais de puits. Les contaminants peuvent s'infiltrer dans le sol et contaminer l'eau des puits. Les zones de protection des têtes de puits nous indiquent quelles sont les zones vulnérables à la contamination de l'eau potable.

Pour plus d'informations et pour accéder au géoportail, visitez le site yourdrinkingwater.ca ou [cliquez ici](#).



Groupe de travail municipal

Le groupe de travail sur la protection des sources d'eau a été créé en 2023 et comprend des représentants des offices de protection de la nature et des municipalités membres, notamment du personnel des services des travaux publics, de la planification et de l'ingénierie.

Les discussions du groupe de travail permettent de partager des informations et d'accroître la sensibilisation aux menaces potentielles pesant sur les zones de protection de l'eau potable. Le groupe de travail examine également les règles techniques en vigueur pour protéger les sources d'eau potable et offre la possibilité de discuter des changements de politique et de collaborer à la mise en œuvre.

Éducation et sensibilisation de la communauté

Chacun a un rôle à jouer dans la protection de l'approvisionnement en eau potable et le partage d'informations avec le public contribue à accroître la sensibilisation et l'adoption de bonnes pratiques.

Le partage des campagnes sur les médias sociaux est un moyen facile pour les municipalités de contribuer à la sensibilisation concernant la protection des sources d'eau, et à la façon dont les résidents peuvent prendre des mesures pour protéger la qualité de leur eau potable - qu'il

Salt Responsibly

DRINKING WATER SOURCE PROTECTION
Our Actions Matter

Did you know?
1 tablespoon of salt will melt a one-metre square area.

Keep lid closed to protect from rain/snow.

Shovel or plow before applying salt.

A little salt goes a long way. Apply sparingly.

Salt works best between 1 and -10°C. Try an alternative as temperature drops.

Salt contaminated runoff can enter ground & surface water sources.

<p>AGRI-ACTION</p> <p>Protecting water from field to faucet</p> <p>Balancing knowledge and action.</p> <p>DRINKING WATER SOURCE PROTECTION DE L'EAU POTABLE À LA SOURCE</p> <p>www.yourdrinkingwater.ca</p>	<p>FUEL TOOLS</p> <p>Caring for your fuel tank</p> <p>Keep chemicals out of drinking water sources.</p> <p>DRINKING WATER SOURCE PROTECTION DE L'EAU POTABLE À LA SOURCE</p> <p>www.yourdrinkingwater.ca</p>	<p>PESTICIDE WISE</p> <p>Insecticides, herbicides and fungicides</p> <p>Promote natural barriers and reduce pesticide use.</p> <p>DRINKING WATER SOURCE PROTECTION DE L'EAU POTABLE À LA SOURCE</p> <p>www.yourdrinkingwater.ca</p>	<p>SEPTIC SOLUTIONS</p> <p>Treating your household wastewater</p> <p>Save money and protect your drinking water.</p> <p>DRINKING WATER SOURCE PROTECTION DE L'EAU POTABLE À LA SOURCE</p> <p>www.yourdrinkingwater.ca</p>	<p>WATER SMART</p> <p>Protecting water from source to tap</p> <p>Balance conservation and action.</p> <p>DRINKING WATER SOURCE PROTECTION DE L'EAU POTABLE À LA SOURCE</p> <p>www.yourdrinkingwater.ca</p>	<p>WELL INFORMED</p> <p>Private well water systems</p> <p>Protect the safety of your drinking water.</p> <p>DRINKING WATER SOURCE PROTECTION DE L'EAU POTABLE À LA SOURCE</p> <p>www.yourdrinkingwater.ca</p>
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<p>Intake Protection Zones</p> <p>What is an Intake Protection Zone for water quality?</p>	<p>Wellhead Protection Areas</p> <p>What is a Wellhead Protection Area for water quality?</p>	<p>Risk Management Officials and Inspectors</p> <p>Regulation of Drinking Water Treatment under Clean Water Act Part 17</p> <p>What is the Clean Water Act?</p> <p>What is Part 17 of the Clean Water Act?</p>	<p>What landowners can do to protect water quality & quantity</p> <p>Everyone, Everyday!</p>	<p>Private Wells</p> <p>What do I need for my private well?</p>
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Les guides destinés au public sont [disponibles ici](#).

Pour plus d'informations sur les meilleures pratiques de gestion pour la protection des sources d'eau de la province de l'Ontario, [suivez ce lien](#).

**South Nation Conservation /
Conservation de la Nation Sud**

38 Victoria Street
PO Box 29
Finch, ON
K0C 1K0

**Raisin Region Conservation Authority /
Office de protection de la nature de la
région Raisin**

18045 County Road 2
PO Box 429
Cornwall ON
K6H 5T2



Facebook



Twitter



Instagram



YouTube



Website



Email



Proposed resolution:

The Nation Municipality

Meeting type: Regular Council Meeting

Date: August 12, 2024

Resolution #: _____ - 2024

Moved by:

Seconded by:

Whereas the state of health care in Ontario is in Crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

Whereas it has become increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sectors across Ontario; and

Whereas Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care and paramedicine.

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada; and

Whereas a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

Now therefore bet it resolved that the Council of The Nation Municipality urge the Province of Ontario to recognize the physician shortage in The Nation Municipality and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

Association of Municipalities of Ontario (AMO)

155 University Ave., Suite 800
Toronto, Ontario M5H 3B7
Telephone: 416.971.9856
Toll-free in Ontario: 1.877.426.6527
Fax: 416.971.6191

Ontario Medical Association

150 Bloor St. West, Suite 900
Toronto, ON M5S 3C1
Canada
TF: 1.800.268.7215
T: 416.599.2580
F: 416.533.9309
E: info@oma.org
oma.org

Dear Heads of Council and Clerks,

Communities across Ontario have been facing critical healthcare challenges, including long waitlists for primary care, shortages of doctors and other healthcare workers; and emergency room closures. These cracks in Ontario's health care system are impacting economic development, health, and well-being at the local level.

In response, the Ontario Medical Association (OMA) and the Association of Municipalities of Ontario (AMO) are working collaboratively to advocate for a better healthcare system for Ontario's residents and communities.

We have jointly developed the attached draft council resolution (Appendix A - Also in [PDF](#) and [Word](#) Versions), urging the provincial government to recognize the physician shortage in your municipality and the rest of Ontario. By adopting this resolution, your municipality can play a crucial role in highlighting the urgent need for more healthcare resources and support.

AMO is excited to welcome everyone to Ottawa for our annual conference from August 18-21, 2024. We are pleased to inform you that the OMA will be participating at this year's conference. Along with sponsoring the Rural Caucus Lunch on August 20, the OMA has reserved meeting room at the Fairmont Château Laurier for both August 20 and 21 to meet directly with municipal leaders. During these meetings, we would like to hear what you are seeing on the ground and discuss opportunities to work closer with you. We believe that collaboration between Ontario's doctors and all 444 municipalities is essential in addressing the healthcare needs of your community.

To set up a meeting with the OMA, please reach out to Tarun.Saroya@OMA.org (Senior Advisor for Government Relations and Advocacy) to book a 15-30 minute time slot at your earliest convenience.

We look forward to your positive response and to working together towards a healthier future for all Ontarians.

Yours sincerely,



Kimberly Moran
CEO, Ontario Medical Association



Colin Best
AMO President

Appendix A:

WHEREAS the state of health care in Ontario is in crisis, with 2.3 million Ontarians lacking access to a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

WHEREAS it has becoming increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

WHEREAS the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and (Northern Ontario only)

WHEREAS Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine.

WHEREAS the percentage of family physicians practicing comprehensive family medicine has declined from 77 in 2008 to 65 percent in 2022; and

WHEREAS per capita health-care spending in Ontario is the lowest of all provinces in Canada, and

WHEREAS a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province;

- NOW THEREFORE BE IT RESOLVED THAT the Council of (the name of municipality) urge the Province of Ontario to recognize the physician shortage in (name of municipality) and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

Name of applicant

Denis Champagne

Address of applicant

[Redacted Address]

Phone

[Redacted Phone]

Email

[Redacted Email]

Site of Work or Event (Building Permit Number, if applicable)

[Redacted Site]

Date Date(s) of Work or Event (maximum of 6 months)- From :

07/27/2024

Please Specify Time - From :

12:00 pm

Date - To :

07/28/2024

Please Specify Time - To :

02:00 am

Describe the source of the noise

Yearly party

Describe the reasons why this exception should be granted

This event happens once a year

State the measures planned or presently being taken to mitigate the sound or noise

Music will played at a reasonable level



Noise exemption request, Denis Champagne
Proposed resolution

The Nation Municipality

Meeting type: Regular Council Meeting

Date: August 12, 2024

Resolution #: _____ - 2024

Moved by:

Seconded by:

Whereas Denis Champagne filed a request for an exemption to the noise By-law #65-2000 for an event to occur prior to the next Council meeting date.

Whereas the By-law enforcement department did not have any objections to granting the noise exemption for the requested time period at the address of the event.

Be it resolved that Council approves retroactively an exemption to the noise by-law for the address indicated in Denis Champagne's request for the period starting **July 27, 2024 at noon and ending on July 28, 2024 at 2:00 p.m.**



Request of support for a liquor licence application
Open House, Ferme Albert Forgues
Proposed resolution

The Nation Municipality

Meeting type: Regular Council Meeting

Date: August 12, 2024

Resolution #: _____ - 2024

Moved by:

Seconded by:

Be it resolved that Council of The Nation Municipality endorses and supports the Ferme Albert Forgues for their application to the Province for a Special Occasion Permit for their event to be held on September 14, 2024 in the Village of St-Albert, this being a municipally significant event.

Be it also resolved that the Nation Municipality does not assume any liability for lawsuits or claims from these activities.

Julie Langlois-Caisse

From: Van Thibz [REDACTED]
Sent: 18 juillet 2024 11:43
To: Julie Langlois-Caisse
Cc: Ferme Albert Forgues
Subject: Externe-External: Demande d'appuis permit d'alcool

ATTENTION: Ce courriel provient de sources externes à l'organisation. Ne cliquez pas sur les liens ou n'ouvrez pas les pièces jointes à moins de reconnaître l'expéditeur et de savoir que le contenu est sûr.

CAUTION: This email comes from external sources of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Bonjour Julie,

Je me présente! Mon nom est Vanessa de Vanessa Thibodeau Solutions et j'aide La Ferme Albert Forgues à organiser le marché champêtre lors de leur portes ouvertes qui auront lieu 14 septembre 2024 de 10hrs à 17hrs

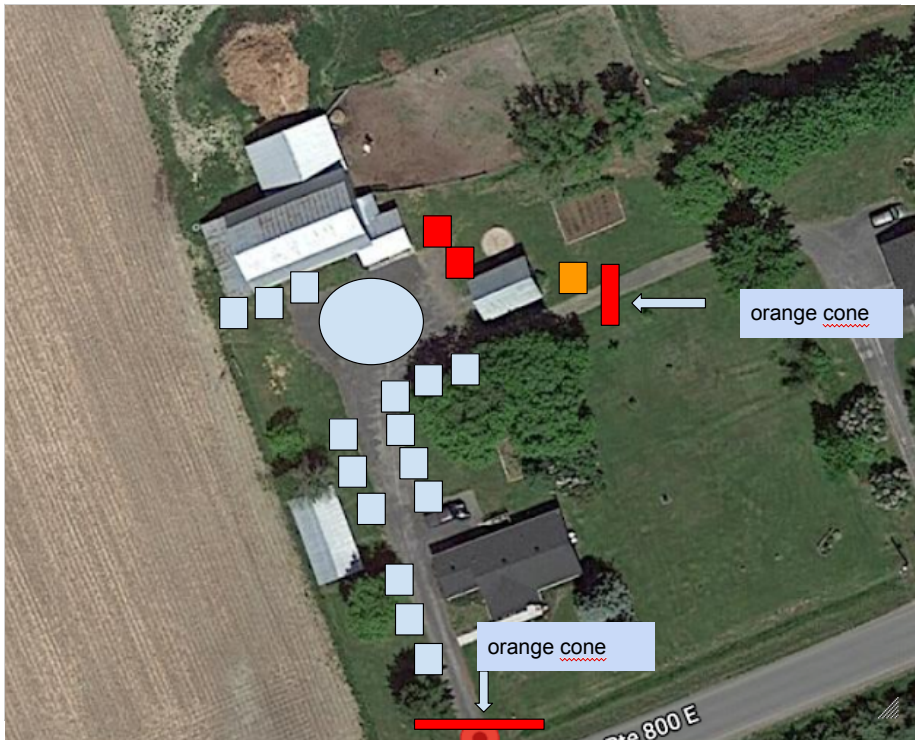
Nous sommes dans le processus de l'obtention d'un permis d'alcool pour l'événement en question. Étant donné qu'il prend place dehors et est ouvert au public, il nous faut une lettre de la municipalité pour appuyer notre demande.

Dans le même ordre d'idée, j'ai cru bon d'ajouter en pièces jointes une carte du site pour indiquer les limitations ou les gens pourraient consommer leur boissons alcoolisées. Nous aurons aussi beaucoup de personnel sur les lieux pour nous assurer du bon fonctionnement et du respect des lois qui entourent le permis.

Si vous avez des questions ou vous nécessitez de plus amples détails, n'hésitez pas à m'écrire.

Merci bien :)

Vanessa





Report to Council

Report Number: CL-13-2024

Subject: Fireworks By-law, proposed update

Date of the meeting: August 12, 2024

Prepared by: Aimée Roy, Clerk

Circulated to and/or collaborated with:

- Mario Villeneuve, Fire Chief
- Guy Prevost, Manager of By-law Enforcement

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

Be it resolved that Council receives this report and considers the adoption of the new proposed By-law concerning fireworks in The Nation Municipality.

Financial Considerations

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: Not applicable

Context

The Council of The Nation Municipality adopted by-law number 115-2021 on September 27, 2020, to govern fireworks, flying lanterns and pyrotechnics in the Municipality. Following recommendations from the Ministry of the Attorney General, the Clerk's Office presented an amendment for Council's consideration on March 14th, 2022; as such, by-law amendment number 27-2022 was subsequently adopted.

Report

The Clerk's Office, Fire Department and By-law Enforcement Department propose the following changes, as presented in draft by-law number 109-2024:

Consumer Fireworks

- **Timing:** addition of New Years Eve to the list of accepted times to discharge consumer fireworks, including day before and day after (Section 23 x, xi and xii)

Display Fireworks

- **Permit Requirement:** The new by-law requires a permit from the Fire Chief for any display of fireworks, reinforcing and detailing the permit process from the previous by-laws.
- The new by-law distinguishes further the difference between a by-law exemption for consumer fireworks issued by the By-law Department (Section 31 and 32) and the permit process for display fireworks and / or pyrotechnic special effect fireworks (Sections 34 to 38) issued by the Fire Department.

Pyrotechnic Special Effects Fireworks

- **Permit Requirement:** Like display fireworks, a permit is required for pyrotechnic special effect fireworks (Section 39) issued by the Fire Chief, with specific application requirements (Sections 40 to 44).

Municipal Exemption

- **Municipal Activities:** By-law No. 109-2024 allows the Corporation of The Nation Municipality to be exempt from some by-law restrictions provided that safety and compliance requirements are met (Section 54).

Validity and Severability

- By-law 109-2024 includes a severability section (Section 55).

Relevance to priorities

Not applicable.

Communication Plan

If Council adopts the proposed by-law, the Clerk's Office and the Fire Department will collaborate with the Communication Coordinator to publish the by-law on our website and promote it on our social media channels.

Attachments

- By-law 115-2021 and By-law 27-2022
- Proposed by-law 109-2024

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 115-2021

FIREWORKS BY-LAW

DEFINITIONS

In this By-Law:

1. “**Act**” means the *Explosives Act*, Revised Statutes of Canada, 1985, Chapter E-17, and the regulations enacted thereunder as amended from time to time or any act and regulations enacted in substitution therefor;
2. “**Corporation**” shall mean the Corporation of The Nation Municipality
3. “**Consumer Fireworks**” means an outdoor, low hazard, recreational firework that is classed as a subdivision 1 of division 2 of Class 7 Fireworks under the Act and includes firework showers, fountains, golden rain, lawn lights, pinwheels, Roman candles, volcanoes, and sparklers but does not include Christmas crackers and caps for toy guns containing not in excess of twenty-five one hundredths of a grain of explosive used per cap;
4. “**Discharge**” means to fire, ignite, explode or set off or cause to be fired, ignited, exploded or set off, and the words “discharged” and “discharging” have similar meaning’
5. “**Display Fireworks**” means an outdoor, high hazard, recreational firework that is classed as a subdivision 2 of Division 2 of Class 7 Fireworks under the Act, and includes rockets, serpents, shells, bombshells, tourbillons, maroons, large wheels, bouquet, bombardos, waterfalls, fountains, batteries, illumination, set pieces and pigeons but does not include firecrackers;
6. “**Fire Chief**” means the Chief of Fire Services of the Municipality or authorized subordinates;
7. “**Firecracker**” means a pyrotechnic device that explodes when ignited and does not make any subsequent display or visible effect after the explosion, and includes those devices commonly known as Chinese firecrackers;
8. “**Fireworks**” means display fireworks, pyrotechnic special effects fireworks and consumer fireworks
9. “**Fireworks Supervisor**” means a person who is an approved purchaser of display firework and who is qualified under the Act to supervise the discharge of display fireworks;
10. “**Flying Lanterns**” also known as “Sky Lanterns”, “Chinese Lanterns”, “Kongming Lanterns” or “Wish Lanterns”, means a small hot air balloon or similar device made of treated paper or any other material, with an opening at the bottom, which is propelled by an open flame generated by a small candle or fuel cell, allowing the balloon or similar device to rise and float in the air, uncontrollably, while ignited;
11. “**Manager of Municipal Law Enforcement**” shall mean the Manager of Municipal By-law Enforcement of the Corporation of The Nation Municipality;

12. **“Prohibited Firework”** includes but is not limited to cigarette loads or pings, exploding matches, sparkling matches, ammunition for miniature tie clip, cufflink or key chain pistol, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers, throw down torpedoes and crackling balls, exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and battle sky rockets, fake firecrackers and other trick devices or practical jokes as included on the most recent list of prohibited fireworks as published from time to time under the Act;
13. **“Pyrotechnician”** means a person who is certified under the Act as a Theatrical User, an Assistant, a Pyrotechnician or a Special Effects Pyrotechnician and is qualified to purchase and supervise the display of pyrotechnic special effect fireworks under the Act
14. **“Pyrotechnic Special Effect Firework”** means a high hazard firework that is classed as a subdivision 5 of Division 2 of Class 7 Firework under the Act and that is used to produce a special pyrotechnic effect for indoor or outdoor performances and includes black powder bombs, bullet effect, flash powder, air bursts, smoke compositions, gerbs, lances and wheels;
15. **“Sell”** includes offer for sale, cause or permit to be sold and to possess for the purpose of sale, and the words “selling” and “sold” have a similar meaning.
16. **“Residential Zones”** is as defined in The Nation Municipality’s Zoning By-law number 2-2006. Residential zones are divided into these four groups below.
 - i. **R1:** low density residential zone;
 - ii. **R2:** medium density residential zone;
 - iii. **R3:** high density residential zone; and
 - iv. **R4:** mobile home residential zone

Interpretation

17. In this by-law:
 - i. Words importing the singular number only include more persons, parties or things of the same kind than one and the converse, and
 - ii. A word interpreted in the singular number has a corresponding meaning when used in the plural.
18. It is declared that if any section, subsection or part or parts thereof be declared by any Court of Law to be bad, illegal or ultra vires, such section, subsection or part or parts shall be deemed to be severable and all parts hereof are declared to be separated and independent and enacted as such.

Flying Lanterns

19. Flying Lantern Discharge:
 - i. No person shall ignite, release or set off into the air an ignited Flying Lantern within The Nation Municipality.
20. Flying Lantern Sale:
 - i. No person within The Nation Municipality shall offer for sale, cause or permit to be sold, or sell any Flying Lanterns.

Discharge of Firecrackers and Prohibited Fireworks

21. No person shall discharge any firecrackers within The Nation Municipality; and
22. No person shall discharge any prohibited fireworks within The Nation Municipality.

Consumer Fireworks

23. No person shall discharge consumer fireworks within The Nation Municipality, except on the following days from 8pm to 11 pm:
 - i. Victoria Day;
 - ii. The day immediately preceding Victoria Day;
 - iii. The day immediately following Victoria Day;
 - iv. St-Jean Baptiste Day
 - v. The day immediately preceding St-Jean Baptiste Day;
 - vi. The day immediate following St-Jean Baptiste Day;
 - vii. Canada Day;
 - viii. The day immediately preceding Canada Day; or
 - ix. The day immediately following Canada Day
24. No person shall discharge consumer fireworks within The Nation Municipality if any of the following applies:
 - i. The location of the discharge of fireworks is in a Residential Zone (R1, R2, R3 and R4);
 - ii. During a Fire Ban or a Partial Fire Ban;
 - iii. The location of the discharge of fireworks is outside Residential Zones (R1, R2, R3 and R4) and is within a distance of 30 metres (100 feet) from neighbouring dwellings and / or structures;
25. Subject to section 24, a person eighteen (18) years of age or older may discharge consumer fireworks on any land belonging to him or her or on any other privately owned land the owner thereof has given permission for such the discharge of consumer fireworks as permitted in this by-law.
26. No person shall discharge any consumer fireworks in such manner as might create danger or constitute a nuisance to any person or property, or to do or cause or allow any unsafe act or omission at the time and place for the discharging of any fireworks.
27. No person shall discharge any consumer fireworks in or into any building, doorway, or automobile.
28. No person shall discharge any consumer fireworks in or on or into any highway, street, lane, square or other public places.
29. No person under the age of eighteen (18) years of age shall discharge any consumer fireworks except under the direct supervision and control of a person of eighteen (18) years of age or over.
30. No person being the parent or guardian of any person under the age of eighteen (18) years of age shall allow the person to discharge any consumer fireworks except when such parent or guardian or some other responsible person of eighteen (18) years of age or over is in direct supervision and control.

Grant of Exemption of By-law

31. Notwithstanding anything contained in this By-law, any person may submit a request to the Manager of Municipal By-law Enforcement, or his delegate, to be granted an exemption from any of the provisions of this By-law, and the Manager of Municipal Law Enforcement may refuse to grant any exemption, or may grant the exemption applied for, or any exemption of lesser effect, and any exemption granted shall specify the date, time, and location of the display of consumer fireworks.
32. All requests for exemptions shall include the following information:

- i. Date and time that the consumer fireworks will be discharged;
- ii. Location of the discharge of consumer fireworks;
- iii. Name of the person that will discharge the consumer fireworks;
- iv. Description of the event or reason for the discharge of fireworks; and
- v. Confirmation that neighbours were notified of the discharge of fireworks.

Display Fireworks

33. No person or group of persons shall hold a display of display fireworks in The Nation Municipality without first having obtained a permit to do so issued by the Manager of Municipal Law Enforcement or his delegate.

Conditions to applying to permit for Display Fireworks

34. Every application for a permit shall be made to the Manager of Municipal Law Enforcement a minimum of 30 days prior to the event when the proposed discharge of display fireworks is to occur.

35. Every application for a permit shall include:

- i. A description of the event including:
 1. The date and time of the proposed discharge of display fireworks;
 2. The type and kind of display fireworks that may be discharged;
 3. The discharge techniques to be used;
 4. The manner and means of restraining unauthorized persons from attending the discharge site;
 5. The manner in which unused display fireworks are to be disposed of; and
 6. The number of persons authorized to handle and discharge the display fireworks.
- ii. A site plan providing a description of the discharge site to be used for the discharging of the display fireworks;
- iii. A description of the fire emergency procedures;
- iv. The name and address of the applicant and the sponsoring organization, if applicable;
- v. Proof of certification of the applicant as a Firework Supervisor;
- vi. Proof of the consent of the owner of the property to the discharge of display fireworks in writing;
- vii. A processing fee of 25\$;
- viii. Proof of insurance and indemnification in accordance with Sections 10 and 11; and
- ix. Such other information as required by the Fire Chief and / or the Manager of Municipal Law Enforcement.

36. An applicant for a permit is subject to the provisions of this by-law, entitled to be issued the permit, except where:

- i. The application is incomplete;
- ii. The applicant is not a Fireworks Supervisor;
- iii. The display is not being held under the auspices of an established club, association or group of persons;
- iv. There are reasonable grounds for belief that the holding of the display of fireworks will result in a breach of this by-law or the Act.

37. Manager of Municipal Law Enforcement and / or their delegates may issue permits for displays of fireworks on the conditions set forth in this by-law, and each such permit

shall state the name of the sponsoring club, association or group, the purpose of the display, the place and date at which the same may be held, and the name of the person under whose supervision the display shall be held.

38. The following conditions shall apply to the holding of a display of display fireworks under a permit issued under this by-law:
- i. The permit is valid only for the display at the place and on the date or dates set forth in the permit;
 - ii. The permit holder shall supervise the display of display fireworks;
 - iii. The permit holder shall discharge the display fireworks;
 - iv. Every permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and
 - v. The permit holder shall comply at all times with the provisions of the Act, FPPA and the Display Fireworks Manual published by Natural Resources Canada or any successor publication.

Pyrotechnic Special Effects Fireworks

39. No person or group of persons shall hold a display of pyrotechnic special effect fireworks in The Nation Municipality without first having obtained a permit to do so issued by the Manager of Municipal Law Enforcement and / or their delegates.
40. No person or group of persons shall discharge any pyrotechnic special effect fireworks in The Nation Municipality without first having obtained a permit issued by the Manager of Municipal Law Enforcement and / or their delegates authorizing the display of pyrotechnic special effect fireworks.
41. Every application for a permit shall be made to the Manager of Municipal Law Enforcement a minimum of 30 days prior to the event when the proposed discharge of pyrotechnic special effects fireworks is to occur.
42. Every application for a permit shall include:
- i. a description of the event including, a site plan of the facility and room capacity, the stage and the pyrotechnic special effect fireworks storage area;
 - ii. a list of all the pyrotechnic special effect fireworks to be employed;
 - iii. location of all pyrotechnic special effect fireworks;
 - iv. height, range of effect, fallout and duration of the display of pyrotechnic special effect fireworks;
 - v. sequence of firing;
 - vi. location of the audience and all exits; and
 - vii. date and time of the proposed event using pyrotechnic special effect fireworks;
 - viii. description of fire emergency procedures;
 - ix. name and address of the applicant and the sponsoring business or organization, if applicable;
 - x. proof of certification of the applicant as a pyrotechnician;
 - xi. proof of insurance and indemnification in accordance with Sections 10 and 11;
 - xii. proof of consent of the owner of the property to the discharge of pyrotechnic special effect fireworks in writing if the applicant is not the owner of the property;
 - xiii. a processing fee of \$25.00; and

- xiv. such other information as required by the Fire Chief.
43. An applicant for a permit is, subject to the provisions of this by-law, entitled to be issued the permit, except where:
- i. The application is incomplete;
 - ii. The applicant is not a pyrotechnician under the Act; or
 - iii. There are reasonable grounds for belief that the holding of the display of fireworks will result in a breach of this by-law, the FPPA or the Act.
44. The Manager of Municipal Law Enforcement may issue permits for displays of pyrotechnic special effect fireworks on the conditions set forth in Section 44, and each such permit shall state the name of the sponsoring business, club, association or group, the purpose of the display, the place and date at which the display may be held, and the name of the pyrotechnician under whose supervision the same shall be held.
45. The following conditions shall apply to the holding of a display of pyrotechnic special effect fireworks under a permit issued under this by-law:
- i. the permit is valid only for the display at the place and on the date or dates set forth in the permit;
 - ii. the permit holder shall supervise the display of pyrotechnic special effect fireworks;
 - iii. the permit holder shall discharge the pyrotechnic special effect fireworks;
 - iv. the permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and
 - v. the permit holder shall comply at all times with the requirements of the Act, FPPA and the Pyrotechnics Special Effects Manual published by Natural Resources Canada or any successor publication.
46. No permit holder shall discharge pyrotechnic special effect fireworks except in accordance with the conditions of the permit.
47. The permit holder holding the display of pyrotechnic special effects fireworks shall ensure that all unused fireworks and all debris be removed.

Insurance

48. The applicant shall provide and maintain Commercial General Liability insurance subject to limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall be in the name of the applicant and shall name the Corporation of The Nation Municipality as an additional insured thereunder. Such insurance shall include permission to conduct displays of pyrotechnic special effects fireworks or display fireworks. Such insurance policy shall contain an endorsement to provide The Nation Municipality with (30) days prior written notice of cancellation or of a material change that would diminish coverage, and a Certificate of Insurance evidencing such insurance coverage shall be provided to the Nation Municipality prior to the issuance of a permit.

Indemnification

49. The applicant shall indemnify and save harmless The Nation Municipality from any and all claims, demands, causes of action, loss, costs or damages that The Nation

Municipality may suffer, incur or be liable for resulting from the performance of the applicant as set out in the by-law, whether with or without negligence on the part of the applicant, or the applicant's employees, directors, contractors and agents.

General Regulations

50. Every holder of a display fireworks permit shall produce his or her permit upon being so directed by the Fire Chief or Manager of Municipal By-law Enforcement, or any of their delegates.
51. Every holder of a pyrotechnic special effect fireworks permit shall produce his or her permit upon being so directed by the Fire Chief or Manager of Municipal By-law Enforcement, or any of their delegates.

Offences and Penalties

52. Every person who contravenes any of the provisions of this by-law is guilty of an offence.
53. Every person who is convicted of an offence under this by-law is liable to a fine as provided for in the *Provincial Offense Act*, R.S.O. 1990, Chapter p.33.

Short Title

54. This by-law may be referred to as the "Fireworks and Flying Lanterns By-Law".

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 27TH DAY OF SEPTEMBER 2020.

François St. Amour, Mayor

Josée Brizard, CAO-Clerk

SEAL

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 27-2022

BEING a By-Law to amend By-Law No. 115-2021 regarding the use of fireworks and flying lanterns in The Nation Municipality.

WHEREAS, the By-law Enforcement Department has recommended making certain amendments to By-law number 115-2021;

AND WHEREAS, Council deems it advisable to amend By-law number 115-2021 based on careful review of the recommendations received;

THEREFORE, the Council of the Corporation of The Nation Municipality enacts as follows:

1) That Section 25 be amended as follows:

“Subject to section 24, a person eighteen (18) years of age or older may discharge consumer fireworks on any land belonging to him or her or on any other privately owned land provided that the owner thereof has given permission for such the discharge of consumer fireworks as permitted in this by-law.”

2) That Section 38 be amended as follows:

“Every permit holder shall comply with the following conditions, which applies to the holding of a display of Display Fireworks under a permit issued under this by-law:

- i. The permit is valid only for the display at the place and on the date or dates set forth in the permit;
- ii. The permit holder shall supervise the display of display fireworks;
- iii. The permit holder shall discharge the display fireworks;
- iv. Every permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and
- v. The permit holder shall comply at all times with the provisions of the Act, FPPA and the Display Fireworks Manual published by Natural Resources Canada or any successor publication

3) That Section 45 be amended as follows:

“Every permit holder shall comply with the following conditions, which applies to the holding of a display of pyrotechnic special effect fireworks under a permit issued under this by-law:

- i. the permit is valid only for the display at the place and on the date or dates set forth in the permit;
- ii. the permit holder shall supervise the display of pyrotechnic special effect fireworks;
- iii. the permit holder shall discharge the pyrotechnic special effect fireworks;
- iv. the permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and

- v. the permit holder shall comply at all times with the requirements of the Act, FPPA and the Pyrotechnics Special Effects Manual published by Natural Resources Canada or any successor publication.”

- 4) **That all other sections of By-Law No. 115-2021 shall remain the same.**

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 14TH DAY OF MARCH, 2022

Francois St. Amour, Mayor

Josée Brizard, Clerk

SEAL

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 109-2024

FIREWORKS BY-LAW

A by-law to regulate the discharge of fireworks, flying lanterns and pyrotechnic special effect fireworks in the Corporation of The Nation Municipality and to repeal by-laws number 115-2021 and 27-2022.

DEFINITIONS

In this By-Law:

1. **“Act”** means the *Explosives Act*, Revised Statutes of Canada, 1985, Chapter E-17, and the regulations enacted thereunder as amended from time to time or any act and regulations enacted in substitution therefor.
2. **“Corporation”** shall mean the Corporation of The Nation Municipality
3. **“Consumer Fireworks”** means an outdoor, low hazard, recreational firework that is classed as a subdivision 1 of division 2 of Class 7 Fireworks under the Act and includes firework showers, fountains, golden rain, lawn lights, pinwheels, Roman candles, volcanoes, and sparklers but does not include Christmas crackers and caps for toy guns containing not in excess of twenty-five one hundredths of a grain of explosive used per cap;
4. **“Discharge”** means to fire, ignite, explode or set off or cause to be fired, ignited, exploded or set off, and the words “discharged” and “discharging” have similar meaning’
5. **“Display Fireworks”** means an outdoor, high hazard, recreational firework that is classed as a subdivision 2 of Division 2 of Class 7 Fireworks under the Act, and includes rockets, serpents, shells, bombshells, tourbillons, maroons, large wheels, bouquet, bombardos, waterfalls, fountains, batteries, illumination, set pieces and pigeons but does not include firecrackers;
6. **“Fire Chief”** means the Chief of Fire Services of the Municipality or authorized **delegates**;
7. **“Firecracker”** means a pyrotechnic device that explodes when ignited and does not make any subsequent display or visible effect after the explosion, and includes those devices commonly known as Chinese firecrackers;
8. **“Fireworks”** means display fireworks, pyrotechnic special effects fireworks and consumer fireworks
9. **“Fireworks Supervisor”** means a person who is an approved purchaser of display firework and who is qualified under the Act to supervise the discharge of display fireworks;
10. **“Flying Lanterns”** also known as “Sky Lanterns”, “Chinese Lanterns”, “Kongming Lanterns” or “Wish Lanterns”, means a small hot air balloon or similar device made of treated paper or any other material, with an opening at the bottom, which is propelled by an open flame generated by a small

- candle or fuel cell, allowing the balloon or similar device to rise and float in the air, uncontrollably, while ignited;
11. **“Manager of Municipal Law Enforcement”** shall mean the Manager of Municipal By-law Enforcement of the Corporation of The Nation Municipality;
 12. **“Prohibited Firework”** includes but is not limited to cigarette loads or pings, exploding matches, sparkling matches, ammunition for miniature tie clip, cufflink or key chain pistol, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers, throw down torpedoes and crackling balls, exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and battle sky rockets, fake firecrackers and other trick devices or practical jokes as included on the most recent list of prohibited fireworks as published from time to time under the Act;
 13. **“Pyrotechnician”** means a person who is certified under the Act as a Theatrical User, an Assistant, a Pyrotechnician or a Special Effects Pyrotechnician and is qualified to purchase and supervise the display of pyrotechnic special effect fireworks under the Act
 14. **“Pyrotechnic Special Effect Firework”** means a high hazard firework that is classed as a subdivision 5 of Division 2 of Class 7 Firework under the Act and that is used to produce a special pyrotechnic effect for indoor or outdoor performances and includes black powder bombs, bullet effect, flash powder, air bursts, smoke compositions, gerbs, lances and wheels;
 15. **“Sell”** includes offer for sale, cause or permit to be sold and to possess for the purpose of sale, and the words “selling” and “sold” have a similar meaning.
 16. **“Residential Zones”** is as defined in The Nation Municipality’s Zoning By-law number 2-2006. Residential zones are divided into these four groups below.
 - i. **R1:** low density residential zone;
 - ii. **R2:** medium density residential zone;
 - iii. **R3:** high density residential zone; and
 - iv. **R4:** mobile home residential zone

Interpretation

17. In this by-law:
 - i. Words importing the singular number only include more persons, parties or things of the same kind than one and the converse, and
 - ii. A word interpreted in the singular number has a corresponding meaning when used in the plural.
18. It is declared that if any section, subsection or part or parts thereof be declared by any Court of Law to be bad, illegal or ultra vires, such section, subsection or part or parts shall be deemed to be severable and all parts hereof are declared to be separated and independent and enacted as such.

Flying Lanterns

19. Flying Lantern Discharge:
 - i. No person shall ignite, release or set off into the air an ignited Flying Lantern within The Nation Municipality.
20. Flying Lantern Sale:
 - i. No person within The Nation Municipality shall offer for sale, cause or permit to be sold, or sell any Flying Lanterns.

Discharge of Firecrackers and Prohibited Fireworks

21. No person shall discharge any firecrackers within The Nation Municipality; and
22. No person shall discharge any prohibited fireworks within The Nation Municipality.

Consumer Fireworks

23. No person shall discharge consumer fireworks within The Nation Municipality, except on the following days from 8pm to 11 pm:
 - i. Victoria Day;
 - ii. The day immediately preceding Victoria Day;
 - iii. The day immediately following Victoria Day;
 - iv. St-Jean Baptiste Day
 - v. The day immediately preceding St-Jean Baptiste Day;
 - vi. The day immediate following St-Jean Baptiste Day;
 - vii. Canada Day;
 - viii. The day immediately preceding Canada Day; or
 - ix. The day immediately following Canada Day
 - x. New Years Eve
 - xi. The day immediately preceding New Years Eve; or
 - xii. The day immediately following New Years Eve
24. No person shall discharge consumer fireworks within The Nation Municipality if any of the following applies:
 - i. The location of the discharge of fireworks is in a Residential Zone (R1, R2, R3 and R4);
 - ii. During a Fire Ban or a Partial Fire Ban;
 - iii. The location of the discharge of fireworks is outside Residential Zones (R1, R2, R3 and R4) and is within a distance of 30 metres (100 feet) from neighbouring dwellings and / or structures;
25. Subject to section 24, a person eighteen (18) years of age or older may discharge consumer fireworks on any land belonging to him or her or on any other privately owned land provided that the owner thereof has given permission for such the discharge of consumer fireworks as permitted in this by-law.
26. No person shall discharge any consumer fireworks in such manner as might create danger or constitute a nuisance to any person or property, or to do or cause or allow any unsafe act or omission at the time and place for the discharging of any fireworks.
27. No person shall discharge any consumer fireworks in or into any building, doorway, or automobile.
28. No person shall discharge any consumer fireworks in or on or into any highway, street, lane, square or other public places.
29. No person under the age of eighteen (18) years of age shall discharge any consumer fireworks except under the direct supervision and control of a person of eighteen (18) years of age or over.
30. No person being the parent or guardian of any person under the age of eighteen (18) years of age shall allow the person to discharge any consumer fireworks except when such parent or guardian or some other responsible person of eighteen (18) years of age or over is in direct supervision and control.

Grant of Exemption of By-law, Consumer Fireworks

31. Notwithstanding anything contained in this By-law, any person may submit a request to the Manager of Municipal By-law Enforcement, or his delegate, to be granted an

exemption from any of the provisions of this By-law to discharge consumer fireworks, and the Manager of Municipal Law Enforcement may refuse to grant any exemption, or may grant the exemption applied for, or any exemption of lesser effect, and any exemption granted shall specify the date, time, and location of the display of consumer fireworks.

32. All requests for exemptions shall include the following information:
- i. Date and time that the consumer fireworks will be discharged;
 - ii. Location of the discharge of consumer fireworks;
 - iii. Name of the person that will discharge the consumer fireworks;
 - iv. Description of the event or reason for the discharge of fireworks; and
 - v. Confirmation that neighbours were notified of the discharge of fireworks.

Display Fireworks

33. No person or group of persons shall discharge display fireworks in The Nation Municipality without first having obtained a permit to do so issued by the Fire Chief or his delegate.

Conditions to applying to permit for Display Fireworks

34. Every application for a permit shall be made to the Fire Chief a minimum of 30 days prior to the event when the proposed discharge of display fireworks is to occur.
35. Every application for a permit shall include:
- i. A description of the event including:
 1. The date and time of the proposed discharge of display fireworks;
 2. The type and kind of display fireworks that may be discharged;
 3. The discharge techniques to be used;
 4. The manner and means of restraining unauthorized persons from attending the discharge site;
 5. The manner in which unused display fireworks are to be disposed of; and
 6. The number of persons authorized to handle and discharge the display fireworks.
 - ii. A site plan providing a description of the discharge site to be used for the discharging of the display fireworks;
 - iii. A description of the fire emergency procedures;
 - iv. The name and address of the applicant and the sponsoring organization, if applicable;
 - v. Proof of certification of the applicant as a Firework Supervisor;
 - vi. Proof of the consent of the owner of the property to the discharge of display fireworks in writing;
 - vii. A processing fee of 25\$;
 - viii. Proof of insurance and indemnification in accordance with Sections 47 and 48; and
 - ix. Such other information as required by the Fire Chief and / or the Manager of Municipal Law Enforcement.
36. An applicant for a permit is subject to the provisions of this by-law, entitled to be issued the permit, except where:
- i. The application is incomplete;
 - ii. The applicant is not a Fireworks Supervisor;

- iii. The display is not being held under the auspices of an established club, association or group of persons;
 - iv. There are reasonable grounds for belief that the holding of the display of fireworks will result in a breach of this by-law or the Act.
37. **The Fire Chief** or their delegates may issue permits for displays of fireworks on the conditions set forth in this by-law, and each such permit shall state the name of the sponsoring club, association or group, the purpose of the display, the place and date at which the same may be held, and the name of the person under whose supervision the display shall be held.
38. Every permit holder shall comply with the following conditions, which applies to the holding of a display of Display Fireworks under a permit issued under this by-law:
- i. The permit is valid only for the display at the place and on the date or dates set forth in the permit;
 - ii. The permit holder shall supervise the display of display fireworks;
 - iii. The permit holder shall discharge the display fireworks;
 - iv. Every permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and
 - v. The permit holder shall comply at all times with the provisions of the Act, FPPA and the Display Fireworks Manual published by Natural Resources Canada or any successor publication.

Pyrotechnic Special Effects Fireworks

39. No person or group of persons shall hold a display of pyrotechnic special effect fireworks in The Nation Municipality without first having obtained a permit to do so issued by the **Fire Chief** and / or their delegates.

Conditions to applying to permit for Pyrotechnic Special Effects Fireworks

40. Every application for a permit shall be made to the Fire Chief a minimum of 30 days prior to the event when the proposed discharge of pyrotechnic special effects fireworks is to occur.
41. Every application for a permit shall include:
- i. a description of the event including, a site plan of the facility and room capacity, the stage and the pyrotechnic special effect fireworks storage area;
 - ii. a list of all the pyrotechnic special effect fireworks to be employed;
 - iii. location of all pyrotechnic special effect fireworks;
 - iv. height, range of effect, fallout and duration of the display of pyrotechnic special effect fireworks;
 - v. sequence of firing;
 - vi. location of the audience and all exits; and
 - vii. date and time of the proposed event using pyrotechnic special effect fireworks;
 - viii. description of fire emergency procedures;
 - ix. name and address of the applicant and the sponsoring business or organization, if applicable;
 - x. proof of certification of the applicant as a pyrotechnician;
 - xi. proof of insurance and indemnification in accordance with Sections 47 and 48;

- xii. proof of consent of the owner of the property to the discharge of pyrotechnic special effect fireworks in writing if the applicant is not the owner of the property;
 - xiii. a processing fee of \$25.00; and
 - xiv. such other information as required by the Fire Chief.
42. An applicant for a permit is, subject to the provisions of this by-law, entitled to be issued the permit, except where:
- i. The application is incomplete;
 - ii. The applicant is not a pyrotechnician under the Act; or
 - iii. There are reasonable grounds for belief that the holding of the display of fireworks will result in a breach of this by-law, the FPPA or the Act.
43. The **Fire Chief and / or delegate** may issue permits for displays of pyrotechnic special effect fireworks on the conditions set forth in Section 44, and each such permit shall state the name of the sponsoring business, club, association or group, the purpose of the display, the place and date at which the display may be held, and the name of the pyrotechnician under whose supervision the same shall be held.
44. Every permit holder shall comply with the following conditions, which applies to the holding of a display of pyrotechnic special effect fireworks under a permit issued under this by-law:
- i. the permit is valid only for the display at the place and on the date or dates set forth in the permit;
 - ii. the permit holder shall supervise the display of pyrotechnic special effect fireworks;
 - iii. the permit holder shall discharge the pyrotechnic special effect fireworks;
 - iv. the permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and
 - v. the permit holder shall comply at all times with the requirements of the Act, FPPA and the Pyrotechnics Special Effects Manual published by Natural Resources Canada or any successor publication.”.
45. No permit holder shall discharge pyrotechnic special effect fireworks except in accordance with the conditions of the permit.
46. The permit holder holding the display of pyrotechnic special effects fireworks shall ensure that all unused fireworks and all debris be removed.

Insurance

47. The applicant shall provide and maintain Commercial General Liability insurance subject to limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall be in the name of the applicant and shall name the Corporation of The Nation Municipality as an additional insured thereunder. Such insurance shall include permission to conduct displays of pyrotechnic special effects fireworks or display fireworks. Such insurance policy shall contain an endorsement to provide The Nation Municipality with (30) days prior written notice of cancellation or of a material change that would diminish coverage, and a Certificate of Insurance

evidencing such insurance coverage shall be provided to the Nation Municipality prior to the issuance of a permit.

Indemnification

48. The applicant shall indemnify and save harmless The Nation Municipality from any and all claims, demands, causes of action, loss, costs or damages that The Nation Municipality may suffer, incur or be liable for resulting from the performance of the applicant as set out in the by-law, whether with or without negligence on the part of the applicant, or the applicant's employees, directors, contractors and agents.

General Regulations

49. Every holder of a display fireworks permit shall produce his or her permit upon being so directed by the Fire Chief or Manager of Municipal By-law Enforcement, or any of their delegates.
50. Every holder of a pyrotechnic special effect fireworks permit shall produce his or her permit upon being so directed by the Fire Chief or Manager of Municipal By-law Enforcement, or any of their delegates.

Offences and Penalties

51. Every person who contravenes any of the provisions of this by-law is guilty of an offence.
52. Every person who is convicted of an offence under this by-law is liable to a fine as provided for in the *Provincial Offense Act*, R.S.O. 1990, Chapter p.33.

Short Title

53. This by-law may be referred to as the "Fireworks and Flying Lanterns By-Law".

Municipal Exemption

54. Notwithstanding any provision of this By-law, the Corporation of The Nation Municipality is exempt from the restrictions on the discharge of consumer fireworks, display fireworks, and pyrotechnic special effect fireworks, provided that any such discharge is conducted in accordance with the conditions set forth in permits issued under Sections 33, 37, and 43 of this By-law. The Municipality shall ensure compliance with all safety requirements and indemnify against any liabilities arising there from.

Validity and Severability

55. If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this by-law shall be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Repeal

56. That By-laws number 115-2021 and number 27-2022 be hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 12TH DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

SEAL



Report to Council

Report Number: CL-11-2024

Subject: Road Use/Closures for Special Events

Date of the meeting: August 12, 2024

Prepared by: Aimée Roy, Clerk

Circulated to and/or collaborated with:

- Marc Legault, Director of Public Works
- Mario Villeneuve, Fire Chief
- Justin Lafrance, Acting Director of Recreation
- Amélie Deschamps, Communications and Marketing Coordinator

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

That the members of Council approve the report as presented.

That the members of Council adopt the policy PW-2024-01, regarding Road Use/Closures for Special Events, as presented.

Financial Considerations

None.

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: Not applicable.

Context

On April 29, 2024, the Clerk's Office presented report number CL-08-2024 to propose the establishment of a policy for parades held on municipal rights-of-way (roadways). The members of Council directed the Clerk's Department to include other special events into the policy to address requests for other events such as the Remembrance Day ceremonies held in Limoges and St-Isidore.

Report

Please see the proposed policy, PW-2024-01, for Road Use/Closures for Special Events in Schedule A.

Relevance to priorities

N/A

Communication Plan

The Clerk's Office will work with the Communications and Marketing Coordinator to publish the information on our municipal website and set up an online application form. We will also prepare a series of posts for our social media platforms to notify the public of the new policy.

The Clerk's Office, in collaboration with the Recreation Department, will contact past organizers to notify them of the new policy.

Attachments

Schedule A: Draft Policy PW-2024-01, Road Use/Closures for Special Events



POLICY

Policy #: PW-2024-01

Policy name: Road Use/Closures for Special Events

Adopted on:

Replacing:

Revision date: Annually

DRAFT

1. Introduction

The purpose of this policy is to set guidelines and instructions for organizations applying for road use or road closures for special events, such as parades, marches, foot races, Remembrance Day Ceremonies, etc.

The Public Work's Department will serve as the primary point of contact for the processing of the applications within The Nation Municipality. Allowance of two weeks will be provided to the Municipality and emergency services for review and comments from the date of receipt.

2. Road Use and Road Closures

i. Road Use (Encroachment Permit):

Activities that temporarily affect the normal flow of traffic or use of the road but do not completely close the road to through traffic require an **encroachment permit / road use permit**.

Examples include:

- Setting up temporary structures or booths alongside the road.
- Using part of the road for event-related activities while still allowing traffic to pass through.
- Conducting activities that require some space on the road but do not require a complete shutdown of traffic.

Typically, for road use activities, the road remains partially accessible or at least one lane remains open for traffic. The organization or event planner would need to apply for an encroachment permit to legally use the road for such purposes.

ii. Road Closure Permit:

Activities that require the complete closure of a road or a section of it to regular traffic for a specific period require a **road closure permit**.

Examples include:

- Parades that occupy the entire width of the road.
- Foot races where participants use the entire road or a significant portion of it.
- Ceremonies or events that require the road to be closed for safety or logistical reasons.

Obtaining a road closure permit involves more extensive planning and coordination because it directly impacts traffic flow and may require alternative routes to be planned and communicated to the public. Emergency services and

other stakeholders would need to be informed and potentially rerouted during the closure period.

3. The Nation Fire Department

The Highway Traffic Act does not allow the fire department or its firefighters to control, direct or block vehicular traffic unless in an emergency and/or as directed by the Ontario Provincial Police. Therefore, during a parade or any other activity, firefighters can participate only as participants or in a public education function. Road closures are the responsibility of public works (or a third party), and automobile management is the responsibility of the OPP.

4. Roadways in the United Counties of Prescott Russell

If an organization is holding a parade or event on a county right-of-way, in part or in full, the United County of Prescott and Russell's by-laws number 2023-21 (Annex B) and 2023-27 (Annex C) state that:

- The event organizers need to obtain a UCPR permit (Section 4, By-law 2023-21, as amended from time to time).
 - To request a permit, the event organizers must submit: a letter or resolution of support from the municipality, a Traffic Control Plan and certificate of insurance (Section 5.5 & 5.6, By-law 2023-21).
 - If a road must be completely closed for the event, section 6.3 of By-law 2023-27 will apply.

5. OPP Policy

As of 2023, an organisation must submit a request to the OPP Detachment Commander if they wish to have police participation for traffic control.

6. Site Cleanup / General Maintenance

The event organizer is responsible for the clean-up of the event site by the end time of the event specified above. The Nation Municipality will provide all normal maintenance services to its current routine standards. Any additional maintenance required by the special events operator prior to or during the event shall be at the sole cost and responsibility of the event operator.

7. Insurance and Liability Requirements

Every applicant shall obtain insurance no less than \$ 5,000,000.00 per occurrence against loss or damage resulting in bodily injury or death or damage to any property from any one incident and such policy shall name The Nation Municipality as an additional insured and shall name the Municipality for all claims for all damage, injury, or death arising out of any act or omission on the part of the event operator, its servants, and/or agents. The policy shall be endorsed to provide that the policy shall not be

altered, cancelled, or allowed to lapse without written notice to the Municipality. The Municipality reserves the right to set higher insurance limits on the event, if required.

Applicants are required to submit a copy of their insurance papers from their insurer confirming that the insurance coverage held by the applicant are in accordance with the Municipality's requirements at least 14 days before the event. The Municipality must be notified immediately of any damage that occurs to Municipal property. The event operator shall be held financially responsible for any and all repairs if it is determined by the Municipality that the cause of the damage was due to negligence on behalf of the event operator, or one of the participants authorized by the event operator.

8. Site Plan / Route

The purpose of a site plan sketch is to allow emergency services to determine if there is adequate access to the area of the event and safety devices (i.e. fire hydrants) for public safety.

Please include a summary and a sketch of your site plan. Any portable structures or site built structures (i.e. bleachers, tents, platforms, etc.) should be indicated. Please indicate the emergency route through the area and access to safety devices for the Fire department's approval.

9. Application Process

Request for a special event held exclusively on municipal roads:

1. The parade organizer must complete the online application form and submit it four weeks before the event date (see Appendix A, application form).
2. A copy of your application will be sent to Public Works, Fire, and Recreation representatives concurrently for review and comments. You will be notified if the event requires additional information required for approval.
3. All pending documents (certificate of insurance, building permits, etc.) and/or changes required must be submitted at least 14 days prior to the event.
4. You will be notified of the decision prior to the event.

Parades held on county road (United Counties of Prescott and Russell)

Any parade taking place, in part or in whole, on a county road (i.e. under the United Counties of Prescott and Russell's jurisdiction), must follow the rules as established in their by-law number 2023-21 and 2023-27, relating to requests for use of right-of-way.

Please follow the following steps to submit a request for a parade held in part or in full on the road network of the United Counties of Prescott and Russell.

1. The parade organizer must complete The Nation's online request form and submit it four weeks before the date of the event (see Appendix A, request form).
2. The request will be presented to The Nation's Director of Public Works for consideration.
3. If approved, the Public Works Department will notify the organizer, the Clerk's Office and The Nation Fire Department of the Director's decision. The Public Works Department will also send a letter of support to the parade organizer.
4. The organizer must send the required information, the letter of support and the insurance certificate to the UCPR Public Works Department a minimum of 2 weeks before the date of the parade. Please visit the UCPR website for details.

Appendix A

Parade request form to be returned to: admin@nationmun.ca (via the online form) or mailed to

The Nation Municipality
958 Route 500 West
Casselman Ontario
K0A 1M0

1. Name of organization/organizing committee:
2. Name of contact person:
3. Contact telephone number:
4. Email address of contact person:
5. Event date:
6. Event start time:
7. Planned parade route / Site Plan Sketch:
8. Traffic management plan / public safety:
9. Resources required:
10. Do you request the participation of firefighters (as participants or for public education only):
11. Do you require road use (encroachment permit) or road closure:
12. Confirmation that authorities/third parties have been informed of the parade, as required:

Ontario Provincial Police:

- Hawkesbury Detachment: 613-632-2729 x6106, opp.hawkesbury@opp.ca
- Embrun Detachment: 613-443-4499, opp.russellcounty@opp.ca

13. Insurance certificate is required, please attach proof:
 - a. For temporary road closure: commercial civil liability of \$5,000,000.00.
 - b. Provide an insurance certificate with the municipality of La Nation and the owner (organizer) as additional insured.
 - c. Provide an insurance certificate with the UCPR as additional insured, if required.
 - d. Automobile: provide an insurance certificate of \$5,000,000.00.



Report to Council

Report Number: NFD-07-2024

Subject: Automatic Aid agreement with Clarence-Rockland Fire Department

Date of the meeting: August 12, 2024

Prepared by: Mario Villeneuve, Fire Chief

Circulated to and/or collaborated with: N/A

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

Whereas The Nation council approved a plan to relocate the equipment and personnel from the Fournier Fire Station,

And whereas it is necessary to design a new response area to provide fire services to the residents of the affected areas,

And whereas the Nation municipality and the City of Clarence-Rockland already have signed an automatic aid agreement to cover the area north of the Bélanger bridge for a period of 5 years,

Be it resolved that the mayor and clerk of The Nation municipality be authorized to sign an automatic aid agreement with the City of Clarence-Rockland as per attached by-law number 114-2024.

Financial Considerations

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: YES

The contracted services will be subsidized by the operational budget under GL account N-3000-5800-5210 (subcontractor) and will be revised on an annual basis.

Context

On April 29 2024, the municipal council passed a resolution to accept a recommendation to close the fire station in Fournier and to relocate the equipment and staff to other stations. In the work plan that accompanied report number NFD-05-2024, it was indicated that the response areas needed to be revised and that an automatic aid agreement needed to be put in place with the City of Clarence-Rockland to cover part of the territory that is covered by the Fournier station.

Report

We have now completed the review of the response areas for the north portion of the former South Plantagenet township and have established which properties would be best serviced by the closest station located in Bourget. There is presently an automatic aid agreement between the two municipalities to cover that portion of County road 8 north of Bélanger bridge and route 100 east for a period of 5 years. This agreement was put in place to protect the properties that were being blocked off while the bridge was under repair in 2023. It also provided a better protection as those properties were located closer to the Bourget Fire Station. The proposed new automatic aid agreement would expand the Bourget coverage to cover a larger area up to Westminster and the former village of Lemieux up to Piché road. There is a map attached to the agreement that clearly indicates the new coverage area. The main body of the agreement has not changed from the previous version. There is no retainer fee for the automatic aid agreement and Clarence-Rockland will only be invoicing The Nation municipality when

their services are required and for a maximum of two hours. The hourly rate has been modified to indicate the 2024 rate as established by MTO.

Relevance to priorities

This recommendation is in line with the priorities number 20 and 21 established in the Fire Master Plan that is presently in force.

Communication Plan

An elaborate communication plan has been put in place where we will have the firefighters from the St-Isidore, Fournier and St-Bernardin fire stations go door to door in the affected area to accomplish three things: distribute flyers explaining how the relocation of the Fournier station may impact them; firefighters will do a smoke alarm verification of their homes and they will also distribute a recruitment pamphlet to the occupants. We will also be present during the Riceville fair to continue our prevention and public education efforts and answer any questions that participants may have concerned any aspect of the fire service.

Attachments

Appendix A: By-Law number 114-2024

Appendix B: Information flyer for the relocation of the Fournier fire station

Appendix C: Recruitment flyer

THE NATION MUNICIPALITY

BY-LAW NO. 114-2024

BEING a by-law to authorize the Mayor and the Clerk to sign an agreement with the Corporation of the City of Clarence-Rockland for Automatic Aid Fire Services

WHEREAS Section 9 of the *Municipal Act S.O. 2001, c.25*, a 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;

WHEREAS section 11 (2) (6) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Subsection 2(6) of *The Fire Protection and Prevention Act, S.O. 1997*, states that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS Clarence-Rockland is agreeable in providing automatic aid fire protection services to The Nation;

THEREFORE, the Council of The Nation Municipality enacts as follows:

- 1) That the Mayor and Clerk are hereby authorized to execute the agreement with the City of Clarence-Rockland hereto attached as Annex "A" and forming part of this by-law.
- 2) This by-law shall be effective the 1st of September 2024 and / or when both parties sign said agreement.
- 3) That any previous agreements relating to automatic aid services be hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 12th DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

THIS AGREEMENT made this 1st day of September 2024

BETWEEN: **THE CORPORATION OF THE NATION
MUNICIPALITY**

Hereinafter referred to as “The Nation”;

AND: **THE CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND**

Hereinafter referred to as “Clarence-Rockland”;

WHEREAS Section 9 of the *Municipal Act S.O. 2001, c.25*, a 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;

WHEREAS section 11 (2) (6) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Subsection 2(6) of *The Fire Protection and Prevention Act, S.O. 1997*, states that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS Clarence-Rockland is agreeable in providing fire protection services to a designated area of The Nation;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto as follows:

1. In this Agreement,
 - (a) “*designate*” shall mean the person who, in the absence of the fire chief, is assigned to be in charge of a particular activity of the fire department, and who has the same powers and authority as the fire chief;
 - (b) “*fire area*” means the fire area of The Nation as described in Schedule "A" attached hereto and forming part of this Agreement;
 - (c) “*fire chief*” means the chief of the fire department;
 - (d) “*fire department*” means, unless specified otherwise, the Clarence-Rockland fire department;
 - (e) “*fire protection services*” means and includes the following:
 - (i) firefighting and
 - (ii) any other responses or incidents to which the fire department would normally respond in Clarence-Rockland.
 - (f) “*MTO*” means the Ontario Ministry of Transportation.
2. Clarence-Rockland will supply, except as hereinafter limited or excluded, fire protection services to The Nation in the fire area as described and identified in Schedule "A" attached and forming part of this Agreement.

3. Clarence-Rockland will supply fire apparatus and personnel and will respond to occurrences in the fire area of The Nation as though the occurrence was within Clarence-Rockland and as defined as responses identified in the Clarence-Rockland Establishing and Regulating by-law.
4. Should the fire chief of the fire department, or designate, determine that the occurrence will elapse a two-hour period of time or require assistance from The Nation fire department to take over the scene to ensure coverage for Clarence-Rockland he or she shall notify the dispatching service of The Nation and The Nation fire department will be dispatched to assist and relieve the Clarence-Rockland fire department.
5. Notwithstanding Section 3 above, the fire chief or designate may, at his or her discretion, refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Clarence-Rockland or elsewhere. Similarly, the fire chief or designate may, at his or her discretion, order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief or designate will notify the dispatching service of the fire department of The Nation.

In addition, in no event shall the fire department of Clarence-Rockland be obliged to furnish fire protection services to the fire area of The Nation in the case of a fire, medical call or false alarm, if by reason of the presence of snow or ice, or from any other cause, the road(s) leading to the place of the alarm are in an impassable or dangerous condition or in such condition as to involve risk of accident to the personnel or apparatus of the fire department.

6. The fire chief or designate shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area of The Nation, until such time that The Nation fire department arrives, at which time the fire scene shall be turned over to The Nation fire department.
7. The fire chief or designate of the fire department shall report to The Nation all occurrences in the fire area to which the fire department has responded within 24 hours of the occurrence.
8. The Nation agrees to provide a map of the fire area, upon execution and prior to this Agreement taking into full effect, clearly indicating all readily accessible static sources of water available for firefighting operations. Should changes be made to the availability of static sources of water, The Nation agrees to advise Clarence-Rockland immediately.
9. The Nation agrees to maintain all street and road signs in the fire area identifiable by having them clearly marked at all intersections.
10. The Nation agrees to identify all bridges in the fire area, upon execution and prior to this Agreement taking into full effect, as to weight limits and advise of alternate routes for fire apparatus. Any such bridges, so identified, will either limit or exclude fire protection services where the uses of any bridge(s) are required by fire apparatus. Should changes be made to this matter The Nation agrees to advise Clarence-Rockland immediately.
11. The Nation shall be responsible for establishing and notifying, in the manner and to the extent deemed necessary, residents and/or occupants within the fire area of the procedures for reporting an emergency and of the services provided by the fire department.
12. The Clarence-Rockland Fire Chief or designate of the fire department is to be recognized as the Fire Chief of the fire area while responding to a fire call until such time he or she is relieved by the fire department of The Nation.
13. In consideration of the fire protection services undertaken by Clarence-Rockland to the fire area, The Nation shall pay fees to Clarence-Rockland as set out in Schedule B attached and forming part of this Agreement.

- a. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that it has subsequently been determined that the fire was outside the fire area, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per Schedule B - section 1, attached to and forming part of this Agreement.
 - b. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that the accident or fire call is called off by dispatch as a false alarm or otherwise the fire or accident scene cannot be determined, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per schedule B – section 2 attached to and forming part of this Agreement.
14. Notwithstanding anything herein contained, no liability shall attach or accrue to Clarence-Rockland for providing fire protection services or failing or refusing to supply fire protection services to the fire area of The Nation on any occasion or occasions
15. The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
16. Should there be any dispute between the parties with respect to any matter contained in this Agreement, including but not limited to the interpretation of the Agreement, the same shall be submitted for arbitration under the provisions of the *Municipal Arbitrations Act, Chapter M.48, R.S.O. 1990* and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act* then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, Chapter 17, R.S.O. 1991* or pursuant to any successor legislation.
17. In the event that any covenant, provision, or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect.
18. This Agreement shall be in force for a period of five (5) years commencing on the date of execution, subject to terms and conditions for full effect of the Agreement, and shall be automatically renewed from year to year thereafter unless, in any year of renewal, either party gives notice to the other party within thirty (30) days of the date of expiry of its intention not to renew the Agreement.
19. Notwithstanding Section 18 of this Agreement, the same may be terminated at any time prior to an expiry date by either party providing written notice to the other party not less than three (3) months prior to the desired termination date.
20. Notwithstanding any of the provisions of this Agreement, fire protection services for the designated area will only commence upon written notification by the Fire Chief of the Clarence-Rockland Fire Department to The Nation as to the effective date of this Agreement.

IN WITNESS WHEREOF each of the parties hereto has affixed its corporate seal by the hands of its proper officers.

SIGNED, SEALED and EXECUTED
this ____ day of _____ 2024

Corporate Seal

**(THE CORPORATION OF THE
NATION
MUNICIPALITY**

(

(Mayor
(
(

Clerk

Corporate Seal

**(THE CORPORATION OF THE
CITY OF CLARENCE-
ROCKLAND**

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(Mayor
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(

(Clerk

FIRE AREA - SECTION 2 OF THE AGREEMENT

The following describes the fire area of The Nation for the purpose of the Agreement between The Nation and Clarence-Rockland:

- a) The area to be covered for the purpose of fire protection services is described as follows:
- *County road 8 North of County road 16 to the intersection of Clarence-Cambridge Boundary Rd.*
 - *A section of Clarence-Cambridge Boundary Rd. between County Road 8 and Bertrand Side Rd.*
 - *Robillard road.*
 - *County Road 19 (Ettyville Rd) up to Concession 10 (Pendleton)*
 - *Route 100 East.*
 - *Concession road 10 from Cobbs Lake creek to Concession road 11 (Westminster)*
 - *County road 16 from County road 8 to Dixon Factory road*
 - *West side of North Dixon Factory road*
 - *Piche road up to Dicaire road*
 - *Sector as shown on map.*
 - *Sector 1-A*
 - *Sector 1-B*
 - *Sector 1-C*
- b) The attached map, being also part of Schedule "A" and forming part of this Agreement, delineates in yellow the fire area and should a conflict exists between the attached map and Section a) of Schedule "A" of this Agreement, the attach map shall prevail for the purpose of establishing the fire area.

FEE STRUCTURE

SECTION 1: For fire and vehicle responses where scene is readily found and/or medical first response in the fire area as per article 13.

- a) The fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 559.86\$ as for MTO rate, for the first hour per piece of equipment responded to the fire area;
 - ii) 279.93\$ for each half hour, as to MTO rate

Note that the hourly amount will increase as determined by MTO on a yearly basis.

SECTION 2: For fire and vehicle responses where scene is not found (false alarms).

- a) For calls that are called off by dispatch or otherwise the fire or accident scene cannot be determined, the fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 279.93\$ for the first hour or part thereof per piece of equipment responded to the fire area.

RELOCALISATION DU PERSONNEL ET DE L'ÉQUIPEMENT DE LA CASERNE DE POMPIERS DE FOURNIER

Le service des incendies de la municipalité de La Nation souhaite vous informer d'un changement qui aura lieu dans votre communauté—la relocalisation du personnel et de l'équipement de la caserne de pompiers de Fournier.

La décision de relocaliser la caserne de pompiers de Fournier est basée sur une revue exhaustive et une recommandation du Plan directeur du service d'incendie de 2022. Cette revue a mis en évidence plusieurs facteurs, incluant un manque de bénévoles, des contraintes budgétaires et des besoins en équipement. De plus, la caserne répond à très peu d'appels et ses zones de couverture chevauchent considérablement celles des casernes de St-Isidore et de St-Bernardin, ce qui rend difficile de justifier le coût de son maintien en opération.

Nous voulons vous assurer que cette relocalisation aura un impact très minime sur les temps de réponse en cas d'urgence. Les casernes de St-Isidore, Bourget et St-Bernardin couvriront collectivement la zone, garantissant que notre communauté continue de recevoir des services d'urgence rapides et efficaces. Ce changement servira mieux les besoins de réponse d'urgence de la communauté et assurera que nos ressources soient optimisées pour fournir des services efficaces et efficaces. Votre sécurité et votre bien-être sont nos priorités absolues. Si vous avez des questions, n'hésitez pas à nous contacter. Nous apprécions vos commentaires et votre soutien alors que nous travaillons à une bonne transition pour notre communauté.

QUESTIONS ET RÉPONSES

POURQUOI LA CASERNE DE FOURNIER EST-ELLE RELOCALISÉE ?

La décision de relocaliser la caserne de pompiers de Fournier est basée sur une revue exhaustive et une recommandation du Plan directeur du service d'incendie de 2022. Cette revue a mis en évidence plusieurs facteurs, incluant un manque de bénévoles, des contraintes budgétaires et des besoins en équipement. De plus, la caserne répond à très peu d'appels et ses zones de couverture chevauchent considérablement celles des casernes de St-Isidore et de St-Bernardin, ce qui rend difficile de justifier le coût de son maintien en opération. Le plan a conclu que la réallocation des ressources serait plus bénéfique pour la communauté.

QUEL SERA L'IMPACT DE LA RELOCALISATION DE LA CASERNE DE FOURNIER SUR LES TEMPS DE RÉPONSE EN CAS D'URGENCE ?

L'impact sur les temps de réponse en cas d'urgence sera minime. Les casernes de St-Isidore, Bourget et St-Bernardin couvriront collectivement la zone, garantissant que notre communauté continue de recevoir des services d'urgence rapides et efficaces.

QUE VA-T-IL ARRIVER AUX POMPIERS ACTUELLEMENT EN POSTE À FOURNIER ?

Les très peu nombreux pompiers actuellement en poste à Fournier seront relocalisés vers les casernes de St-Isidore et de St-Bernardin. Cela permet de conserver leurs compétences et leur expérience au service de la communauté, tout en renforçant les capacités des casernes voisines. Il est également important de noter que certains de nos pompiers basés à Fournier viennent de la région de St-Isidore et passent devant la caserne de St-Isidore pour se rendre à la caserne de Fournier. Par conséquent, la relocalisation se fera en douceur.

QUE VA-T-IL ARRIVER AUX INFRASTRUCTURES DE LA CASERNE DE FOURNIER ?

L'espace actuellement occupé par la caserne de pompiers de Fournier sera réaménagé par le département des travaux publics de la municipalité. Cet espace supplémentaire est nécessaire pour accueillir leurs véhicules et équipements, ce qui améliorera leur efficacité opérationnelle et la prestation de services à la communauté.

QU'EN EST-IL DE L'ÉQUIPEMENT ET DES RESSOURCES DE LA CASERNE DE FOURNIER ?

L'équipement et les ressources de la caserne de pompiers de Fournier seront relocalisés dans d'autres casernes. Cela permet à la communauté de continuer à bénéficier de ces ressources sans engager de coûts supplémentaires pour du nouvel équipement.

QUELLES MESURES SONT PRISES POUR ASSURER UNE TRANSITION EN DOUCEUR ?

Le service d'incendie a élaboré un plan de transition détaillé pour assurer une relocalisation fluide et efficace du personnel et de l'équipement. Cela inclut une communication approfondie avec les pompiers concernés et un engagement continu avec la communauté pour répondre à toutes les préoccupations.

COMMENT LA COMMUNAUTÉ SERA-T-ELLE INFORMÉE DE CETTE RELOCALISATION

La communauté sera informée par divers moyens, y compris les réunions du conseil, des avis, des mises à jour sur le site web de la municipalité et une campagne de porte-à-porte menée par notre service d'incendie. Pendant cette campagne, les pompiers visiteront les résidents pour fournir des rappels importants sur la sécurité incendie, tels que la vérification des alarmes incendie et la mise à jour des plans d'évacuation. Nous encourageons les membres de la communauté à poser des questions ou à exprimer leurs préoccupations via le formulaire dédié aux demandes et commentaires sur notre site web.

EN SAVOIR PLUS



Vous avez des questions ou des préoccupations?

Contactez-nous en utilisant le formulaire sur notre site web ou appelez-nous au (613) 764-5444 ext. 240.

www.nationmun.ca/station-fournier



RELOCATION OF THE FOURNIER FIRE STATION'S STAFF AND EQUIPMENT

The Nation Municipality's Fire Department would like to inform you about an upcoming change that will take place in your community—the relocation of the Fournier Fire Station's staff and equipment.

The decision to relocate the Fournier Fire Station is based on a comprehensive review and recommendation from the 2022 Fire Department Master Plan. This review highlighted several factors, including a lack of volunteers, budget constraints, and equipment needs. Additionally, the station responds to very few calls and significantly overlaps with the response areas of St-Isidore and St-Bernardin Stations, making it difficult to justify the cost of keeping it operational.

We want to assure you that the relocation will have very minimal impact on emergency response times. The St-Isidore, Bourget, and St-Bernardin stations will collectively cover the area, ensuring that our community continues to receive prompt and effective emergency services. This change will better serve the community's emergency response needs and will ensure that our resources are optimized to provide efficient and effective services.

Your safety and well-being are our top priorities. If you have any questions, please do not hesitate to reach out. We value your input and support as we work towards a smooth transition for our community.

QUESTIONS & ANSWERS

WHY IS THE FOURNIER FIRE STATION BEING RELOCATED?

The decision to relocate the Fournier Fire Station is based on a comprehensive review and recommendation from the 2022 Fire Department Master Plan. This review highlighted several factors, including a lack of volunteers, budget constraints, and equipment needs. Additionally, the station responds to very few calls and significantly overlaps with the response areas of St-Isidore and St-Bernardin Stations, making it difficult to justify the cost of keeping it operational. The plan concluded that reallocating resources would be more beneficial for the community.

HOW WILL THE RELOCATION OF THE FOURNIER FIRE STATION IMPACT EMERGENCY RESPONSE TIMES?

The impact on emergency response times will be minimal. The Fournier Station's coverage area overlaps significantly with St-Isidore and St-Bernardin Stations. By relocating the firefighters and equipment to these nearby stations, we can maintain efficient and effective response times for the community.

WHAT WILL HAPPEN TO THE FIREFIGHTERS CURRENTLY STATIONED AT FOURNIER?

The very few firefighters currently stationed in Fournier will be relocated to the St-Isidore and St-Bernardin Stations. This ensures that their skills and experience remain available to serve the community, enhancing the capabilities of the nearby stations. Additionally, it's worth noting that some of our firefighters based in Fournier are from the St-Isidore area and drive past the St-Isidore Fire Hall to get to the Fournier Station. Therefore, the relocation will be a smooth transition.

WHAT WILL HAPPEN WITH THE FOURNIER FIRE STATION INFRASTRUCTURE?

The space currently occupied by the Fournier Fire Station will be repurposed by the municipality's Public Works Department. This additional space is needed to accommodate their vehicles and equipment, which will improve their operational efficiency and service delivery to the community.

WHAT ABOUT THE EQUIPMENT AND RESOURCES FROM THE FOURNIER FIRE STATION?

The equipment and resources from the Fournier Fire Station will be relocated to other stations. This ensures that the community continues to benefit from these resources without incurring additional costs for new equipment.

WHAT STEPS ARE BEING TAKEN TO ENSURE A SMOOTH TRANSITION?

The Fire Department has developed a detailed transition plan to ensure a smooth and efficient relocation of staff and equipment. This includes thorough communication with the affected firefighters, and continuous engagement with the community to address any concerns.

HOW WILL THE COMMUNITY BE INFORMED ABOUT THIS RELOCATION?

The community will be informed through various channels, including council meetings, notices, updates on the municipality's website, and a door-to-door campaign conducted by our Fire Department. During this campaign, firefighters will visit residents to provide important reminders about fire safety, such as checking fire alarms and keeping an updated escape plan. We encourage community members to ask any questions or voice any concerns they may have through our website's dedicated form for inquiries and feedback.

LEARN MORE



Have questions or concerns?

Contact us using the form on our website or call us at (613) 764-5444 ext. 240.

www.nationmun.ca/en/fournier-station





WE ARE RECRUITING
VOLUNTEER
FIREFIGHTERS
DO YOU HAVE WHAT IT TAKES?

LIMOGES

ST-ALBERT

ST-ISIDORE

ST-BERNARDIN

BE PART OF THE SQUAD

Join our teams of men and women who are dedicated to protecting their families, neighbours and fellow residents in The Nation Municipality!

We respond to a variety of calls, including but not limited to house fires, vehicle accidents/fires, carbon monoxide emergencies, medical emergencies and more.



WHY JOIN?

Be part of a big family that will take care of you for the rest of your life!

Ride a big red truck with emergency lights and sirens!

It's a demanding but rewarding job!

It offers an immense feeling of fulfillment!

TRAINING



No experience? That's fine! We will train you to prepare you for an exciting and rewarding career!

YEAR 1

Firefighter, Level 1
(110 hours)

Medical First Responder
(80 hours)

WHAT DOES IT TAKE?

Consent to undergo a medical examination.

Provide your own reliable transportation.

Participate in job-related physical fitness evaluations.

For safety reasons, we do not allow beards or long facial hair.

Bilingualism is an asset.

FOR MORE INFORMATION

Lets chat! Send us an email at firedept@nationmun.ca



NOUS RECRUTONS DES POMPIERS VOLONTAIRES AS-TU CE QU'IL FAUT ?

LIMOGES

ST-ALBERT

ST-ISIDORE

ST-BERNARDIN

FAIS PARTIE DE L'ÉQUIPE

Joins-toi à nos équipes d'hommes et de femmes qui se consacrent à la protection de leurs familles, voisins et concitoyens de la municipalité de La Nation !

Nous répondons à une variété d'appels, y compris, mais sans s'y limiter, les incendies de maison, les accidents/incendies de véhicules, les urgences liées au monoxyde de carbone, les urgences médicales et plus.



POURQUOI NOUS JOINDRE ?

Fais partie d'une grande famille qui prendra soin de toi pour le reste de ta vie !

Conduis un gros camion rouge avec des lumières de secours et des sirènes !

C'est un métier exigeant mais enrichissant !

L'emploi offre un immense sentiment d'épanouissement !

FORMATION



Pas d'expérience ? C'est correct ! Nous vous formerons pour vous préparer à une carrière passionnante et enrichissante !

ANNÉE 1

Pompier, Niveau 1
(110 heures)

Premier répondant médical
(80 heures)

QUE FAUT-IL ?

Consentir à un examen médical.

Fournir un moyen de transport fiable.

Participer à des évaluations de la condition physique liées à l'emploi.

Pour des raisons de sécurité, nous n'autorisons pas la barbe ni les poils longs du visage.

Le bilinguisme est un atout.

POUR PLUS D'INFORMATION

Discutons ! Envoie-nous un courriel !
firedept@nationmun.ca



Report to Council

Report Number: WS 11-2024

Subject: Private connection on Transmission watermain

Date of the meeting: August 12th, 2024

Prepared by: Nicholas Pigeon CET, Director of Water and Wastewater

Circulated to and/or collaborated with:

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

It is recommended that the Council formally adopt and implement the newly developed Policy concerning private connections to the Transmission Watermain within The Nation Municipality.

The adoption of this policy will also provide clarity and consistency in the administration of private connections, benefiting both the municipality and its residents.

Financial Considerations

N/A

Context

The Nation Municipality operates several transmission watermains designed to transport large volumes of potable water from treatment plants to distribution systems or storage facilities. These mains are not intended for direct connection to individual properties but serve as the primary arteries of the water distribution network, ensuring efficient and reliable delivery of water to various parts of the municipality. Currently, there is no formal policy addressing the connection of private services to these transmission mains, which poses potential operational, financial, and safety risks.

Report

Since 2019, based on consultant recommendations, The Nation Municipality prohibits private connections to transmission watermains due to high pressure operations, potential inefficiencies, and maintenance complexities. Operating at 60 to 90 psi, these mains can damage private plumbing systems and require costly regulation equipment. Designed for long-distance transport, direct connections could lead to failures and complicate maintenance, impacting areas like St-Isidore or Limoges. Private connections might divert resources, causing shortages and reduced service quality, with each connection point increasing the risk of system failures and water loss.

Exceptions may be made under exceptional circumstances. Property owners must provide documentation showing significant need, including a professional opinion on the well's non-productivity, a feasibility study, and a financial assessment. If approved, agreements detailing responsibilities, costs, and maintenance must be signed. The connection cost will be at least \$20,000, excluding construction costs, with ongoing quarterly billing for usage and maintenance. Submission does not guarantee approval, as the municipality may refuse based on factors such as (but not limited to) capacity, infrastructure constraints, or policy changes.

This policy ensures the integrity and reliability of the municipality's water systems, protecting against operational issues and costly repairs, and guaranteeing consistent, high-quality water service to key areas like St-Isidore and Limoges.

Relevance to priorities

This policy aligns with the municipality's Strategic Plan to ensure sustainable infrastructure management, safeguarding essential services and promoting long-term efficiency and reliability of water transmission systems.

Communication plan

N/A.

Attachments

Policy WS 2024-01 (Private connection on Transmission watermain)



WATER & WASTEWATER DEPARTMENT POLICY

Policy number: WS 2024-01

Policy name: Private connection on Transmission watermain

Adopted on: August 12, 2024

Resolution number: XX-2024

1. POLICY STATEMENT

- a) This policy establishes that private service connections to any transmission watermain in the Corporation of The Nation Municipality is prohibited to maintain a systematic, transparent and accountable method for transmitting water to the main service area without compromising the integrity and efficiency of the system.

2. PURPOSE

- a) The Corporation is committed to ensuring its water transmission systems are safeguarded, efficient, and sustainable.

3. SCOPE

- a) This policy determines the purpose of a transmission watermain and details guidelines and procedures for the connection of households to the main.

4. LEGISLATIVE AUTHORITY

- a) Municipal Act, 2001, S.O. 2001, c.25, as amended.
- b) Safe Drinking Water Act, 2002 (SDWA)

5. DEFINITIONS

- a) **“Act”** - A formal law passed by the legislative body that establishes rules, regulations, and guidelines for specific areas of public policy. It defines responsibilities, sets standards, and provides mechanisms for enforcement and compliance.
- b) **“By-Law”** – The powers of a municipality or local board are generally exercised by by-law or resolution. A by-law is a form of local government legislation. a resolution for the purpose of a local board.
- c) **“Chief Administrative Officer”** (CAO) - the Chief Administrative Officer of The Corporation.
- d) **“Clerk”** - the Clerk of The Corporation.
- e) **“Council”** - the Council of the Corporation of The Nation Municipality.
- f) **“Director”** – the person in charge of Water and Wastewater of The Corporation.
- g) **“Transmission watermain”** – A transmission watermain is a large-diameter pipeline designed to transport large volumes of potable water from treatment plants to distribution systems or storage facilities. These mains do not usually connect directly to individual consumer properties; instead, they serve as the primary arteries in a water distribution network, ensuring that water is efficiently and reliably delivered over long distances to various parts of a municipality. Transmission watermains are critical for maintaining adequate water pressure and supply throughout the service area, and

they often experience fluctuations in pressure due to changes in demand, elevation, and operational adjustments within the system.

- h) **“Private services”** - Individual or privately-owned water services seeking connection to the transmission main.

6. RESPONSIBILITIES

- a) **CAO** - Oversees the implementation of the policy and reports to council.
- b) **Director** - Determines the right to connect based as outlined in this policy.

7. PRINCIPLES

- a) Since 2019, The Nation Municipality doesn't allow any connection of private services on any transmission watermain. Here are some key principles explaining why.
 - i. **High Pressure Operation:**
Transmission mains operate at significantly higher pressures (60 to 90 psi) compared to distribution mains designed for residential connections. The high pressure can cause damage to private plumbing systems, requiring expensive pressure regulation equipment.
 - ii. **Operational Integrity:**
Transmission mains are designed for long-distance transport of large volumes of water, not for direct connections to numerous private services. Connecting private services could interfere with the primary function of the transmission main, leading to operational inefficiencies and potential failures.
 - iii. **Emergency Response and Maintenance:**
Transmission mains require specialized procedures and equipment for maintenance and emergency repairs. Increased connections can complicate these procedures, leading to longer downtimes and higher risks during repairs. Leading to a more significant impact on the water demand areas such as the villages of St-Isidore or Limoges.
 - iv. **Focus on Primary Demand:**
Transmission mains are intended to meet the primary demand of designated areas. Allowing private connections could divert resources and attention away from these primary demand areas, potentially leading to shortages or reduced service quality.
 - v. **Potential for Increased Breaks and Leaks**
Each connection point represents a potential weak spot where breaks or leaks can occur. Increasing the number of connection points on a transmission main elevates the risk of system failures and water loss.

- b) By adhering to these principles, municipalities can ensure the efficient, safe, and reliable operation of their water transmission systems, while minimizing risks and costs associated with private service connections.

8. EXCEPTIONAL CIRCUMSTANCES

While the primary intent of this policy is to prohibit private connections to transmission mains, exceptions may be made under exceptional circumstances. Property owners must demonstrate significant need and undergo a stringent evaluation process. The following steps outline the requirements:

8.1 DOCUMENTATION AND JUSTIFICATION

- a) Regulatory Guidance:
 - Consult local regulatory agencies for methods and criteria to declare a well non-productive.
 - Conduct a feasibility study and consult relevant experts.
- b) Hydrogeologist Consultation:
 - Engage hydrogeologists or well experts to interpret data and provide a professional opinion on the well's productivity.
- c) Quality Assessment:
 - Analyze water quality data to determine if poor quality (e.g., high salinity, contamination) contributes to the well's non-productivity.
- d) Documentation Required:
 - Professional opinion on the well's inability to produce water, even with feasible treatment methods such as filtration systems, reverse osmosis, UV disinfection, and chemical treatments, etc.
 - Financial assessment indicates that it is not financially feasible to obtain potable water from their existing or potentially new well.
- e) Upon submission, review and verification of those documents, The Corporation will decide to grant residents the right to connect to the transmission watermain, if, in its opinion, there is no alternative that can be established.

8.2 TERMS OF CONNECTION

- a) Agreements:
 - i. Draft and sign agreements between the resident, The Corporation, and any other stakeholders outlining responsibilities, costs, and maintenance requirements.

b) Cost:

- i. The common connection charge is estimated to be at least \$20,000. This estimate does not cover construction and additional costs, which are subject to change.
- ii. After connection, continuous quarterly billing for the water usage and maintenance costs applies. Refer to By-laws in effect.

8.3 DISCLAIMER

- a) Submission of the required documentation does not guarantee the right to connect to the transmission watermain. The municipality reserves the right to refuse connection based on other circumstances or considerations, including but not limited to capacity limitations, infrastructure constraints, environmental concerns, or policy changes. Residents will be informed of any such decisions and the reasons for refusal.

9. POLICY REVIEW DATE

- a) This policy will be reviewed on or before August 12, 2028, to ensure its relevance and effectiveness in maintaining the integrity of the water transmission system.



Report to Council

Report Number: F-16-2024

Subject: PR11 – St-Isidore Loan Renewal for New Water Source Debenture

Date of the meeting: August 12, 2024

Prepared by: Nadia Knebel, Treasurer

Circulated to and/or collaborated with: n/a

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

That Council approves the renewal of PR11 with Desjardins Ontario for a final 5-year term at a rate of 5.29%.

That Council approves the related by-law attached to this report.

Context

In 2009, a 20-year loan was taken on behalf of residents for the construction of a watermain in St-Isidore. We are now approaching the end of our current term and propose to renew the loan for its final five-year term.

Report and Financial Considerations

We have received a renewal offer from Desjardins Ontario. The proposed interest rate for the renewal term is 5.29% per annum. This rate is competitive considering the current market conditions and the decrease in prime rate has had little effect on decreasing fixed rates.

With the acceptance of this offer, the annual loan repayment will be \$126,675.05, capital and interest until 2029. These payments are covered by the residents having an outstanding debenture with the municipality.

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: *YES – see attached lending by-law.*

Relevance to priorities

N/A

Communication Plan

A letter with the new loan rate and annual payments for the next five years will be sent to concerned residents.

Attachments

Schedule A – Borrowing by-law

Schedule B – Borrowing contract with Desjardins

SCHEDULE A

Borrowing by-law

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO: 115 -2024

BEING a By-Law with respect to a water rate under Section 326 and Section 401 of the Municipal Act, 2001 as amended for the capital cost of water works and financing.

WHEREAS The Corporation of The Nation Municipality proposes to provide water works for supplying water service to the Village of St-Isidore in The Nation Municipality and along County Rd 9 going north to the Village of Plantagenet;

AND WHEREAS it is deemed desirable by the Municipality to pay for a portion of the capital cost of the water works by imposing a common charge as a water rate upon owners of land who derive or will or may derive a benefit from the water works;

AND WHEREAS the Section 401 (1) Municipal Act 2001, as amended permits a municipality to incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS it is deemed desirable by the Municipality to pay for a portion of the capital cost of the water works by imposing a common charge as a water rate upon owners of land who derive or will or may derive a benefit from the water works;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of The Nation Municipality enacts as follows:

DEFINITIONS:

“Capital Cost” is defined as the cost of construction of the existing water plant.

“Common Charge” is defined as part of the charge of capital cost for the treatment plant and pumping stations, water wells and distribution line from the Alfred Station corner of Hwy 174 and County 15 to Plantagenet Hwy 174 and County Rd 9, the Booster Station in Plantagenet and distribution main from Plantagenet Booster Station up to St Isidore Water Tower.

“Date of Connection” is defined as the date, which a building permit is acquired to erect a building, the date a land severance deed is registered, or a deferred benefit is noted.

“Deferred Benefit” is defined as a change in use of a property, building or structure.

“Distribution Line Charge” is defined as part of the charge of capital cost for the treatment plant and pumping stations, water wells and the distribution main from the Alfred Station corner of Hwy 174 and County 15 to Plantagenet Hwy 174 and County Rd 9.

“Immediate Benefit” is defined as without interval of time: Straightaway.

“Lateral” is defined as a pipe, which is connected to the main pipe for the connection of a building or structure.

“Lot Equivalency” is defined as a lot whereby a single dwelling unit is or will be used for residential purposes.

“Owner” is defined as a property or land that is registered under single ownership.

“Single Ownership” is defined as a property or unit registered under a separate

deed of land.

“Unit” is defined as a single quantity of occupancy under single ownership regarded as a whole in calculation and determined as a standard of measurement. For the purpose of calculating the number of units the first unit, regardless of size, shall be one and any additional unit 700 square feet or less shall be set out as 0.50 of a unit per connection and additional units 701 square feet or more shall be deemed as one.

1. a) A common charge rate is hereby imposed pursuant to section 326 (1) of the Municipal Act, upon the owners of land who derive or will or may derive a benefit therefrom to pay all or such portion of the capital costs of the works.
 - b) The lands in respect of which such owners are deemed to derive benefit from this project are all lands which connect to the water system.
 - c) The common charge rate shall be set at \$ 13,839.29 per equivalent unit including interim financing starting on July 1, 2024.
 - d) The common charge rate in Paragraph 1c) shall be increased by \$695.32 per year effective July 1 of each subsequent year starting July 1, 2025 up to the year 2029.
 - e) The interest rate of 5.29 % is included in the calculation of Paragraph 1d).
2. a) A distribution line charge rate is hereby imposed pursuant to section 326(1) of the Municipal Act, upon the owners of land who derive or will or may derive a benefit therefrom to pay all or such portion of the capital costs of the works.
 - b) The lands in respect of which such owners are deemed to derive benefit from this project are all lands, which connect to the water system.
 - c) The distribution line charge rate shall be set at \$ 6,853.94 per equivalent unit including interim financing starting on July1, 2024.
 - d) The distribution line charge rate in Paragraph 2c) shall be increased by \$344.36 per year effective July 1 of each subsequent year starting July 1, 2025 up to the year 2029.
 - e) The interest rate of 5.29 % is included in the calculation of Paragraph 2d).
3. In the case of existing “Commercial, industrial, agricultural and or institutional” is defined as more than one dwelling unit or any number of buildings, which are used for commercial, industrial, agricultural or institutional purposes, the lot shall be assigned a multi-lot equivalency, which shall be defined as per historical consumption. Each one hundred and eighty (180) cubic meters per year shall be equal to one equivalent unit. The rate of Paragraph 1 shall apply.
4. In the case of a new construction on vacant land the common charge rate of Paragraph 1 shall apply to the date of connection.
5. In the case of a lot severance where there is land that has not been and is not assessed with respect to an existing water works in the same manner and to the same extent as all other owners or occupants of land within the St Isidore Water project these lands are assessable, to the date of connection as specified in Paragraphs 1.
6. In the case where there is land that has not been assessed or taxed with respect to an existing water works in the same manner and to the same extent as all other owners or occupants of land within the St Isidore Water project, these lands are assessable and a water main forming part of such existing water works is to be constructed at the owner’s or occupant’s expense by

means of which an immediate benefit from the existing works accrues to the owner's or occupant's of such land, only the rate of Paragraph 1 shall apply to the date of connection.

7. If a water rate is imposed for a deferred benefit, it shall be changed to a rate imposed for immediate benefit as soon as the immediate benefit is derived or derivable at the rate of Paragraph 1 to the date of connection and this rate shall apply for each equivalent unit added.
8. In the case of a lot severance or existing lot where there is no existing lateral at the main pipe for the immediate connection to a building or structure it is to be constructed at the owner's or occupant's expense by means of which an immediate benefit from the existing works accrues to the owners or occupants of such land. The Nation Municipality requires that the construction be done to the established standards and that the work be supervised by the agency, or the employees recommended at that time.
9. In the case where there is land that has not been assessed or taxed with respect to an existing water works in the same manner and to the same extent all other owners of "Commercial, industrial, agricultural and or institutional" defined as more than one dwelling unit or any number of buildings, which are used for commercial, industrial, agricultural or institutional purposes, the lot shall be assigned a multi-lot equivalency, which shall be defined by an engineer appointed by The Nation Municipality, and those costs shall be recovered at 100% from the owner or occupant of such land. The requirements set out in Paragraphs 3,4,5,6,7,8,9 are applicable to this property classification.
10. In the case where a property owner wishes to connect on the distribution line between Alfred Village and Plantagenet Village the requirements set out in Paragraphs 3, 4, 5, 6, 7, 8 or 9 apply:
 - a) Property owners shall contact the Township of Alfred/Plantagenet first. In the event that the municipality has exceeded its capacity the rate of Paragraph 2 applies.
11. It is the owner's or occupant's responsibility to connect from the water lateral to the building or structure and The Nation Municipality requires a site inspection. All costs of said connection are the owner's or occupant's responsibility.
12. The landowners shall pay the amount mentioned in Paragraphs 1 or 2 that applies to the date of connection in cash or may, by agreement with The Nation Municipality, have the amount amortized to their taxes as a local improvement for the number of years left. The amount amortized shall be for the balance of the term negotiated by The Nation Municipality at the date of connection.
13. In the case that a property has been assessed under Paragraph (1) higher than one unit this property may benefit of a reimbursement or cancellation of a debenture in the event that this property applies for a reduction of unit. A property owner may apply for a reduction of unit within 3 years of being invoiced. This benefit expires on December 31st, 2015. The reduction of unit shall be determined after an inspection by an authorized officer from The Nation Municipality. A property may not be reduced lower than one unit in order to receive a reimbursement or cancellation of a debenture, however, for properties who receive a reduction below one unit, they shall not receive a refund but they shall maintain the reduced unit for all new capital costs. Council shall have the final approval on all reductions below one unit.

In order to determine the reimbursement or cancellation of a debenture it shall be from the date the application was received but shall not be applied by the Treasurer before the inspection report has been received. The capacity allocation shall reflect the changes accordingly.

The Treasurer shall reimburse according to the amortization schedule that would have been calculated on a debenture. A year shall be calculated from July 1 to June 30 for the purposes of a reimbursement or cancellation of a debenture as per the following examples. (Properties receiving benefit of services on the system connected effective July 2024 which has debenture payments starting in 2025 final tax installments). If the application is received before the 15th of the month the applicant shall receive the benefit of the full month and if received after the 15th the applicant shall be charged the full month.

(For example: A property was invoiced for 1.65 units in the year 2024 and wishes to reduce to 1 unit on August 1st, 2027.)

- a) If property owner paid in full, the date of application for reimbursement shall be the determining factor and the amount reimbursed would be according to the amortization schedule (prevailing rate at the time of application) balance including interest plus the annual repayment amount divided by twelve, times the number of months of benefit to the date of the application. For the purpose of calculating the amount to be reimbursed if paid in full the amortization period shall be for twenty years.
- b) In the case of a debentured unit, the date of application for re-imbursement shall be the determining factor to calculate the balance to be refunded including interest. Ex: The annual repayment amount divided by twelve times the number of months of benefit to the date of application.

The amount to be reimbursed shall be taken from the growth allowance and in the case where there is no growth reserve established a loan shall be taken in order to reimburse the amount of common charge

14. A connection permit is required, and the fee is set out in By-Law 49-2002.
15. The Treasurer is hereby authorized to borrow from the Caisse Populaire Nouvel Horizon Ltd \$542,124.80 for the St Isidore amortized over a 5-year period. Repayment of said loan shall be determined for a period of 5 years at the annual interest rate of 5.29% interest as stated on said schedule.
16. This By-Law is retroactive to July 1, 2024.
17. That By-Law 103-2019 is hereby rescinded.

READ A FIRST, SECOND AND DULY PASSED UPON THE THIRD READING
THIS 12th DAY OF AUGUST, 2024.

Francis Brière
Mayor

Aimée Roy
Clerk

SEAL

SCHEDULE B

Borrowing contract with Desjardins

17 juillet 2024

LA CORPORATION DE LA MUNICIPALITE DE LA
NATION
958 ROUTE 500 OUEST
CASSELMAN, ON
K0A1M0

Objet : **Convention(s) de renouvellement**
Référence : **00153 - 0060201**, Numéro(s) de prêt : **11**

Bonjour,

Nous avons le plaisir de vous informer que nous avons procédé au renouvellement du ou des prêts mentionnés ci-haut et de vous transmettre, avec la présente, les documents reflétant les modalités convenues avec vous lors de notre récent entretien.

Veuillez en prendre connaissance et les signer dès maintenant afin de compléter notre dossier.

Si vous aviez souscrit à une assurance et qu'en date du présent renouvellement, un adhérent a atteint l'âge de 70 ans pour une assurance vie et/ou 65 ans pour une assurance invalidité, il n'est plus admissible. Le cas échéant, le montant des paiements et le taux d'intérêt associés à la prime d'assurance ont été ajustés en conséquence et se retrouvent dans votre contrat ci-joint.

Si toutefois vous avez des questions concernant ces documents ou que, pour quelque raison que ce soit, vous êtes en désaccord avec certaines modalités qui y sont contenues, communiquez avec nous dès maintenant.

Nous vous remercions de la confiance que vous nous témoignez.

Ezekiel Martin
613 524-3331

Convention de modification ou de renouvellement d'un prêt Entreprises

Nom et adresse de l'institution financière

ci-après appelée « l'institution financière »

Desjardins Ontario
859, rue Notre-Dame
C.P. 600
Embrun, ON K0A 1W0

Nom et adresse de l'emprunteur

ci-après appelé(e)s « l'emprunteur »

LA CORPORATION DE LA MUNICIPALITE DE
LA NATION
958 ROUTE 500 OUEST
CASSELMAN, ON
K0A1M0

Sommaire

À compter du **2024-07-07** les modalités de votre prêt sont modifiées de la façon suivante :

Nouveau taux d'intérêt

Type de taux (fixe ou variable)	Fixe
Taux d'intérêt	5,290 %

Nouveau paiement

Type de paiement	Capital et intérêts
Montant du paiement sans l'assurance	126 675,05 \$
Fréquence du paiement	Annuelle
Prochain paiement	2025-07-07
Fin du terme	2029-07-07

Votre transit de caisse	00153
Votre N° de folio	0060201
Votre N° de prêt	11



1

Prêt

L'emprunteur a obtenu ou assumé un prêt (à terme ou hypothécaire) consenti par l'institution financière en vertu d'un contrat signé le **2009-07-13**, dont le montant initial était de **2 306 000,53 \$** et dont le solde en capital en date du **2024-07-17** est de **542 124,80 \$**.

2

Taux d'intérêt

Le prêt portera intérêt, avant comme après échéance :

Taux Fixe : au taux de **5,290 %** l'an calculé mensuellement et non à l'avance.

3

Paie ment

paiements égaux et consécutifs

au moyen de paiements **annuels** égaux et consécutifs de **126 675,05 \$** chacun en capital et intérêts, le premier paiement devant être effectué le **2025-07-07** et les autres successivement: jusqu'à remboursement complet.

Les modalités de remboursement qui précèdent sont établies en fonction d'une période d'amortissement de **5,00 ans**.

4

Assurances

Le taux d'intérêt et le montant des paiements susmentionnés ne tiennent pas compte du coût de l'assurance vie et de l'assurance invalidité, le cas échéant. Si l'emprunteur a adhéré à l'assurance vie seulement ou à l'assurance vie et à l'assurance invalidité, le coût de cette ou de ces assurances sera calculé en appliquant au solde du prêt un taux additionnel de _____ % l'an qui sera traité comme de l'intérêt, le tout sous réserve des dispositions de la police d'assurance en vigueur à l'institution financière. Si la modalité de remboursement est en capital et intérêts, le montant des paiements, incluant le coût de l'assurance vie et de l'assurance invalidité si le l'emprunteur y a adhéré, s'élèvera à _____ \$.

5

Frais – Tentatives infructueuses de prélèvement

L'emprunteur autorise expressément l'institution financière à effectuer les prélèvements, pour le paiement du prêt, directement du compte d'épargne avec opérations (EOP) de l'emprunteur.

Si les fonds nécessaires ne sont pas disponibles pour effectuer un paiement lorsqu'il est dû, dans le compte à partir duquel les paiements du prêt sont prélevés, l'institution financière pourra, sous réserve de tous ses droits et recours, exiger l'emprunteur les frais en vigueur à la l'institution financière à ce moment, pour compenser les dépenses raisonnables encourues suite aux tentatives infructueuses de prélever ce paiement. L'emprunteur peut en tout temps s'adresser à l'institution financière pour connaître les frais en vigueur.

6

Frais

L'emprunteur doit payer, le cas échéant, les frais de suivi annuel, de supervision accrue, de remise de document exigé au-delà de la date convenue, d'avis, de prorogation, de renouvellement, de prise en charge du prêt par un tiers en cas de vente du ou des biens grevés et de quittance. L'emprunteur reconnaît que ces frais ont été portés à sa connaissance et qu'ils peuvent être modifiés de temps à autre par l'institution financière. Le présent renouvellement est assujéti à des frais d'administration de **0,00 \$**. L'emprunteur autorise l'institution financière à débiter son compte pour le paiement de ces frais.

7

Paiement par anticipation

Prêt à taux fixe : L'emprunteur peut, en tout temps, rembourser par anticipation la totalité ou une partie du prêt, moyennant paiement à l'institution financière d'une indemnité égale au plus élevé des montants suivants :

- un montant égal à trois mois d'intérêt sur le montant remboursé par anticipation, et ce au taux d'intérêt alors applicable au prêt; ou
- un montant égal à l'intérêt calculé sur le montant remboursé par anticipation, jusqu'à l'échéance du terme du prêt, à un taux d'intérêt correspondant à la différence entre:
 - le taux d'intérêt alors applicable au prêt et
 - le taux de rendement des obligations du gouvernement canadien à terme fixe dont la durée serait d'un an si, au moment du paiement, il reste moins de 24 mois avant l'échéance du terme du prêt, de 2 ans s'il reste de 24 à moins de 36 mois, de 3 ans s'il reste de 36 à moins de 48 mois, de 4 ans s'il reste de 48 à moins de 60 mois et de 5 ans s'il reste 60 mois ou plus. Les taux de rendement des dites obligations sont ceux qui sont établis, à la date du remboursement anticipé, par le système de cotation Bloomberg ou, à défaut, par un autre système ou entité choisi par la fédération dont l'institution financière est membre.

Toutefois, si le paiement est effectué moins de trois mois avant l'échéance du terme du prêt, l'indemnité ne devra pas excéder l'intérêt au taux alors applicable au prêt, calculé sur le montant remboursé par anticipation à compter de la date du paiement anticipé jusqu'à la date d'échéance du terme du prêt.

Un paiement par anticipation ne relève pas l'emprunteur de son obligation de continuer d'effectuer les paiements prévus aux présentes.

8

Imputation des paiements

Tout paiement reçu par l'institution financière à titre de remboursement dudit prêt sera d'abord imputé aux intérêts, les plus anciens et ne sera imputé au capital que lorsque tous les intérêts auront été entièrement acquittés.

9

Loi sur l'intérêt (clause applicable aux prêts garantis par une charge [hypothèque] accessoire)

L'emprunteur reconnaît ne pas vouloir rembourser immédiatement le solde de son prêt hypothécaire malgré l'arrivée du terme. Aux fins de l'article 10 de la Loi sur l'intérêt (Lois révisées du Canada, chapitre I-15), il convient que la date de la charge (hypothèque) sera réputée être la date de la présente convention de renouvellement.

10

Changement de contrôle

Si l'emprunteur est une société ou une personne morale, il doit aviser l'institution financière par écrit de toute opération ayant pour effet de changer la ou les personnes qui la contrôlent. Advenant une telle opération, l'institution financière peut exiger le remboursement immédiat du prêt.

11

Recours

Le présent renouvellement est conclu sans préjudice aux droits et recours de l'institution financière contre la (les) partie(s) originale(s) au prêt hypothécaire et la charge (hypothèque), lesquels droits et recours l'institution financière se réserve expressément.

12

Autres obligations

- Sauf pour les modifications prévues aux présentes, et à tout autre égard, les parties à la présente ratifient, confirment et conviennent d'être liées par les dispositions et conditions prévues à la charge (hypothèque), telles que modifiées, et les dispositions du présent renouvellement lient les héritiers, exécuteurs, administrateurs, successeurs et ayants droit de chacune des parties et tous les engagements, responsabilités et obligations de l'emprunteur et du garant sont conjointes et solidaires.
- Le présent renouvellement est régi par les lois de la Province de l'Ontario et les lois canadiennes applicables.
- Les soussignées confirment par les présentes qu'elles sont les mêmes parties que les parties décrites ci-haut et ont revu avec circonspection les dispositions du présent renouvellement et en contrepartie de la prorogation de la date d'échéance du Prêt acceptent ledit renouvellement selon les conditions prévues dans les présentes et conviennent personnellement et pour le compte de leurs héritiers, exécuteurs, administrateurs, successeurs et ayants droit d'être liés par ledit renouvellement. Les soussignées conviennent également, en contrepartie dudit renouvellement, de rembourser toutes les sommes présentement dues ou qui deviendront exigibles en vertu de la charge (hypothèque), telle que modifiée par les présentes, et de se conformer aux conditions prévues dans la charge (hypothèque) et le présent renouvellement.

Signatures

Institution financière

Desjardins Ontario

X Nicholas Benoit
Signature du représentant autorisé de l'institution financière
Ezekiel Martin

Emprunteur

LA CORPORATION DE LA MUNICIPALITE DE LA NATION

(Si l'emprunteur est une personne morale, son représentant confirme ce qui suit:
J'ai (nous avons) le pouvoir de lier la personne morale.)

Signé à _____, ce _____.

X _____
Signature du représentant autorisé de l'emprunteur
NADIA KNEBEL

X _____
Signature du représentant autorisé de l'emprunteur
FRANCIS BRIERE



Report to Council

Report Number: F-17-2024

Subject: Policy overview – Procurement of Goods and Services, Sale of Land, and Disposal of Non-Land Assets

Date of the meeting: August 12, 2024

Prepared by: Nadia Lockhart-Knebel, Treasurer

Circulated to and/or collaborated with: n/a

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

That Council approve the policies listed below and their associated by-laws:

- Procurement of Goods and Services Policy
- Sale of Land Policy
- Disposal of Non-Land Assets Policy

Financial Considerations

The policies themselves have no financial impact on the municipality and will be followed in line with established budgets for any given year.

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: NOT APPLICABLE

Context

The **Procurement of Goods and Services Policy** has been in place dates since 2016, and requires updating to reflect changes in the economic environment and procurement best practices. A new **Sale of Land Policy** has been created in response to Section 270 (1) of the Municipal Act, ensuring compliance and providing better guidance for land sales. Additionally, the **Disposal of Non-Land Assets Policy** has been developed to establish a systematic and accountable approach for asset disposal, ensuring transparency and adherence to laws and regulations.

Report

PROCUREMENT OF GOODS AND SERVICES POLICY

The following outlines the major updates made to the procurement of good and services policy.

- Monetary thresholds throughout the policy were updated to reflect the economic reality of 2024.
- The addition of pooled assets and specifications applying to this type of purchase.
- The non-competitive process was elaborated in section 6.8.
- The procedure for standing offers is now detailed in section 6.9.
- Procedures for no-cost procurement and the sale of used equipment were added in sections 6.12 and 6.13 respectively.

SALE OF LAND POLICY

This policy establishes the guidelines and procedures for the sale of surplus land and road allowances by The Nation Municipality.

It details the principles, exemptions and procedures that apply to the disposal of land as well as the methods of sale.

DISPOSAL OF NON-LAND ASSETS POLICY

This policy establishes the guidelines and procedures for the sale and disposal of non-land municipal assets by The Nation Municipality to ensure a systematic, transparent, and accountable method for the disposal of Corporation-owned non-land assets in accordance with all appropriate laws, regulations, and accounting standards.

Relevance to priorities

N/A

Communication Plan

N/A

Attachments

Appendix A – Procurement Policy – 2016 version

Appendix B – Procurement of Goods and Services Policy – 2024 updated version

Appendix C – Sale of Land Policy

Appendix D – Disposal of Non-Land Assets Policy

APPENDIX A

Procurement Policy – 2016 version



CORPORATION OF THE NATION MUNICIPALITY

PROCUREMENT POLICY NUMBER F-2016-03

MARCH 14, 2016

EFFECTIVE DATE: DECEMBER 2004

REPLACING POLICY NUMBER TR-G-2004-02



**CORPORATION OF THE NATION MUNICIPALITY
PROCUREMENT POLICY**

**POLICY NUMBER: F-2016-03 REPLACING POLICY NUMBER TR-G-2004-02
APPROVAL DATE: MARCH 14, 2016**

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**CORPORATION OF THE NATION MUNICIPALITY
PROCUREMENT POLICY**

POLICY NUMBER: F-2016-03 REPLACING POLICY NUMBER TR-G-2004-02

APPROVAL DATE: MARCH 14, 2016

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**CORPORATION OF THE NATION MUNICIPALITY
PROCUREMENT POLICY**

**POLICY NUMBER: F-2016-03 REPLACING POLICY NUMBER TR-G-2004-02
APPROVAL DATE: MARCH 14, 2016**

1. Legislative Authority

- 1.1 Section 270(1) of the Municipal Act, 2001 as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services. Section 227 of the Act requires officers and employees to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions.

2. Purpose of the Procurement Policy

- 2.1 The purpose of this policy is to set out guidelines to ensure that all purchases of materials, supplies and services provide for consistent and lowest cost, as well as the required level of service;
- 2.2 To ensure that an open, fair, impartial and honest process is maintained;
- 2.3 To promote and maintain the integrity of the purchasing process and protect the interests of the Corporation of The Nation Municipality, Council, suppliers, residents and staff by providing clear direction and accountability.

3. Definitions

- 3.1 **"Bid(s)"** means a proposal from a prospective supplier in response to a Request for Quotation, Tender or other proposal for the purchase of goods or services issued by the Municipality which is subject to acceptance or rejection;
- 3.2 **"Bid Deposit"** means a financial guarantee to ensure that the successful bidder will enter into an agreement;
- 3.3 **"Bid Request"** means all documents which solicit a response with respect to supplies or services including, but not limited to, a Request for Information, Request for Proposal, Request for Qualifications, Request for Quotations or a Request for Tender.
- 3.4 **"Chief Administrative Officer (CAO)"** means the Chief Administrative Officer of the Corporation of The Nation Municipality;
- 3.5 **"Construction"** means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, supply of products and materials and supply of equipment and machinery to the construction, installation and repair of fixtures of a

**CORPORATION OF THE NATION MUNICIPALITY
PROCUREMENT POLICY**

**POLICY NUMBER: F-2016-03 REPLACING POLICY NUMBER TR-G-2004-02
APPROVAL DATE: MARCH 14, 2016**

building, structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless included in the procurement.

- 3.6 **“Corporation”** means the Corporation of The Nation Municipality unless stated otherwise;
- 3.7 **“Council”** means the Council of the Corporation of The Nation Municipality;
- 3.8 **“Department Head”** means the person responsible for the management and operational control of a Department within the Municipality;
- 3.9 **“Designated Employee”** means an employee designated by a Department Head and approved by the Chief Administrative Officer to exercise any or all of the responsibilities with respect to this policy;
- 3.10 **“Emergency Purchase”** means a situation where, in the opinion of the Chief Administrative Officer or the Department Head, the immediate purchase of goods and services is essential. Such a situation shall include a need to prevent an imminent or actual danger to the life, health or safety of a municipal employee or of the public, to prevent delays in service delivery, to prevent or remedy damages to municipal properties or to restore an essential service and may include, but is not limited to, an emergency declared under the Emergency Management Act;
- 3.11 **“Finance Department”** means the finance department of the Municipality;
- 3.12 **“Formal Bid Request”** means all documents which solicit a formal written response in a sealed envelope with respect to supplies or services, including but not limited to, a Request for Information, Request for Proposal, Request for Qualification or a Request for Tender;
- 3.13 **“Invoice”** means a document showing the details and the cost of goods purchased and/or services received from a supplier;
- 3.14 **“Invoice Approval”** means the procedure required by the Finance Department of the Municipality to ensure the required approvals are applied to an invoice;
- 3.15 **“Original Invoice”** means a document clearly identifying the supplier, is addressed to the Municipality, shows the sales tax charged on goods and services (HST) along with the tax number. Faxed and emailed invoices are accepted;
- 3.16 **“Partner”** means a corporation or a community agency with which an agreement is currently in place for the exchange or delivery of good and/or services;
- 3.17 **“Quotation”** means a response to a Request for Quotation for prices for specific goods and/or services from selected suppliers, submitted in writing as specified in the Request;
- 3.18 **“Record of Tender Opening”** means a document that records the bids at a public opening of bids;

CORPORATION OF THE NATION MUNICIPALITY
PROCUREMENT POLICY

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- 3.19 **“Request for Information (RFI)”** means a process where information is requested from suppliers regarding the feasibility and availability of specific goods and/or services in the marketplace and to determine if there are enough suppliers to justify a Request for Proposal. The responses to an RFI can be used to pre-qualify suppliers for an upcoming Request for Proposal;
- 3.20 **“Request for Proposal (RFP)”** means a formal request for details on the supply of goods or the provision of services which cannot be fully defined or specified at the time of request;
- 3.21 **“Request for Qualification (RFQ)”** means a document used for evaluating suppliers based on issues such as capacity, adequacy of personnel, past record, experience, etc. The responses to an RFQ can be used to pre-qualify suppliers for an upcoming Request for Proposal;
- 3.22 **“Request for Quotation”** means a document describing the supplies and services required and requiring written response by either mail, email or facsimile;
- 3.23 **“Request for Tender”** means a formal, publicly advertised request for sealed bids for the supply of goods and/or services;
- 3.24 **“Sealed Bid”** means a bid submitted in a sealed envelope;
- 3.25 **“Services”** means requirements that are not goods or supplies;
- 3.26 **“Single Source”** means only one supplier is recommended for providing a particular product or service for operational reasons, even if there is more than one source on the market. This indicates a non-competitive purchase;
- 3.27 **“Sole Source”** means that there is only one known source of a particular product. This product could be copyrighted or trademarked or is simply not available for general purchase;
- 3.28 **“Successful Bidder”** means the bidder selected by the Municipality to provide goods and/or services based on this procurement process;
- 3.29 **“Supplier”** means any person or company supplying goods and/or services to the Municipality;
- 3.30 **“Two-envelope Bid”** means the process of submitting the bid in two envelopes with technical and qualitative information in the first envelope and the bid price in the second.

4. Purchasing and Authorization Responsibilities

- 4.1 Council has ultimate authority for all expenditures. This authority is delegated by approval of budgets or by a specific resolution. The Finance Department is not authorized to pay for items that have not been authorized through budget or resolution.

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- 4.2 Department Heads are responsible for procurement activities within their department and are accountable for achieving the objectives of this procurement policy.
- 4.3 Department Heads have the authority to award contracts in the circumstances specified in this policy provided that the delegated power is exercised with the limits prescribed in this policy and that all requirements of this policy are met.
- 4.4 Department Heads shall ensure and provide evidence, if needed, to the CAO that the contract pricing represents fair market value.
- 4.5 Department Heads are responsible for approval of accounts within their approved budget for their department and for any amendment thereto as approved by Council resolution.
- 4.6 Resolutions approving budget amendments or special appropriations shall contain a description of the purpose of the expenditure, cost estimates or expenditure limitation and the fund within which an appropriation has been provided. All reports by Department Heads recommending such resolutions shall be submitted to the CAO.
- 4.7 A Department Head may delegate his authority to a supervisor or designate provided the designate follows the requirements of this Policy. The Finance Department shall be informed of all such appointments.

5. Council Approval

- 5.1 Despite any other provisions in this Policy, the following contracts are subject to Council approval:
 - 5.1.1 Any contract requiring approval from the Ontario Municipal Board;
 - 5.1.2 Any contract prescribed by Statute to be awarded by Council.
- 5.2 No provision in this Policy precludes a Department Head from submitting a recommendation to award to Council where in the opinion of the Department Head and the CAO it is in the best interest of the Municipality to do so.

6. Purchasing Mechanisms

- 6.1 The estimated expenditure value of the goods and/or services requirement will determine the purchasing mechanism to be used as per Schedule "A" "Methods of Procurement"

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6.2 Petty Cash

- 6.2.1 The purpose is to provide the possibility for each department to purchase goods by way of a petty cash fund.
- 6.2.2 The Treasurer shall have the authority to establish the petty cash funds in such amount as deemed required by a Department.
- 6.2.3 All purchases made from petty cash shall be approved and coded by the Department Head and submitted to the Finance Department.

6.3 Credit Cards

- 6.3.1 The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or services.
- 6.3.2 All purchases made with the credit card shall be approved and coded by the Department Head and submitted to the Finance Department.
- 6.3.3 The Treasurer shall have the authority to establish the maximum spending limit on the credit card in amounts as deemed required by the Department.

6.4 Request for Quotation

- 6.4.1 A Department Head or Designate shall be authorized to make purchases of goods and services for estimated expenditures exceeding \$10,000.00 but not exceeding \$50,000.00 from a supplier subject to first obtaining three (3) written bids whenever possible. Request for Quotation documents and specifications (as applicable) may be issued by the Department by mail, email and/or facsimile.
- 6.4.2 Exclusion: Single item purchases including those based on complex specifications or requirements must be issued in a formal Request for Tender document e.g. the purchase of a new vehicle, equipment, etc.
- 6.4.3 When the selected bid exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

6.5 Request for Tender

- 6.5.1 The overall objective is to obtain the goods and/or services at the best price from an appropriately qualified supplier. The Request for Tender documents and specifications (as applicable) shall include the requirements as per Schedule "B" "Request for Tender".

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- 6.5.2 A Department Head or Designate shall not purchase goods or services exceeding \$50,000.00 without requesting and obtaining sealed tenders unless specifically authorized by Council resolution to do otherwise. A least three (3) bids shall be obtained whenever possible.
- 6.5.3 When several departments come together to make purchases of the same type, the value of \$50,000.00 will be calculated by department rather than for the total group purchase.
- 6.5.4 When the selected bid exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.
- 6.5.5 When the Request for Tender process is completed but the purchase is postponed, the bid results may be used for a twelve (12) month period providing the pricing remains available. When the purchase is made within the twelve months and the amounts are budgeted, the Request for Tender process will continue as if no interruption had taken place. When the purchase is made within the twelve months but the amount exceeds the budget, the Department Head shall submit a report to the CAO and Council for approval. If the purchase is made after the twelve month period, the Request for Tender process must be repeated.

6.6 Request for Proposal

- 6.6.1 The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The Request for Proposal documents shall include the main requirements as per Schedule "C" "Request for Proposal".
- 6.6.2 A Department Head shall not purchase goods and/or services exceeding \$50,000.00 without requesting and obtaining sealed tenders for goods and/or services unless specifically authorized by Council resolution to do otherwise. Whenever possible, at least three (3) bids must be obtained.
- 6.6.3 A Department Head may use a Request for Proposal instead of a Request for Quotation or Tender when goods or services cannot be precisely stipulated, or when alternative methods are being sought to meet certain requirements of the Municipality.
- 6.6.4 A Department Head may choose not to open the bids publicly when a Request for Proposal is used.

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- 6.6.5 Bids may be evaluated with a scoring system where the price is one of the evaluation criteria. In this case, the bidder achieving the highest score based on the set criteria will be awarded the contract, even if it is not the lowest bidder.
- 6.6.6 A two-envelope bid process may be used for Request for Proposal. Each bid is submitted in two envelopes with technical and qualitative information shown in the first envelope and the bid price in the second. The bidder's second envelope is opened only if the first envelope demonstrates that the bidder is qualified. There will be no public opening when a two-envelope process is used.
- 6.6.7 When the selected bid exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

7. Discretionary Power

- 7.1 Bidders shall acknowledge that the Municipality shall have the right to reject any or all bids for any reason, or to accept any bid which the Municipality in its **sole unfettered discretion** deems most profitable. The lowest bid, or any bid, will not necessarily be accepted and the Municipality shall have the **unfettered** right to:
 - 7.1.1 Accept a non-compliant bid;
 - 7.1.2 Accept a bid which is not the lowest bid;
 - 7.1.3 Reject a bid that is the lowest bid even if it the only bid received;
 - 7.1.4 Request clarification or further information regarding any item in a bid;
 - 7.1.5 Consider any alternate goods, services, terms or conditions that may be offered, whether such offer is contained in the bid or not;
 - 7.1.6 Breakdown a Request for Proposal/Tender or any agreement negotiated in connection with same, into multiple parts and accept proposals (or portions thereof) from more than one bidder;
 - 7.1.7 Enter into negotiations, at any time before or after a proposal submission deadline, with anyone, in relation to the subject matter hereof;
 - 7.1.8 If applicable, reject any bidder's recommendation of any subcontractor or any other third party associated with a bid and jointly, along with such bidder, determine alternate acceptable third parties;
 - 7.1.9 Extend or otherwise vary the proposal submission deadline, or any other timeline set out with the Request for Tender/Proposal;

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- 7.1.10 Revise or modify the Request for Tender/Proposal;
 - 7.1.11 Withdraw or cancel the Request for Tender/Proposal in whole or in part, whether having received any response thereto or not;
 - 7.1.12 Waive any of the stated requirements set out in a Request for Tender/Proposal or request non-compliant proponents to rectify any non-compliance within such time as the Municipality may require.
- 7.2 During the evaluation of the bids, the municipality reserves the right to consider:
- 7.2.1 Information provided in the bid document itself;
 - 7.2.2 Information provided in response to credit and industry reference enquiries set out in the bid;
 - 7.2.3 Information received in response to enquiries made by the municipality or third parties, apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;
 - 7.2.4 The manner in which the bidder provides services to others;
 - 7.2.5 The experience and qualifications of the bidder's senior management and project management;
 - 7.2.6 The bidder's compliance with the municipality's requirements and specifications; and
 - 7.2.7 Innovative approaches proposed by the bidder in the bid.
- 7.3 The bidder acknowledges that the municipality may rely upon criteria which the municipality deems relevant, even though such criteria may not have been disclosed to the bidder. By submitting a bid, the bidder acknowledges the municipality's rights under this section and absolutely waives any right, or cause of action against the municipality and its consultants, by reason of the municipality's failure to accept the bid submitted by the bidder, whether such right or cause of action arises in contract, negligence or otherwise.

8. Bid Closing and Opening

- 8.1 Schedules "D" and "E" attached hereto will establish appropriate procedure for submitting bids and procedure for bid irregularities.

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9. Conditions Applicable to All Bids

9.1 The following conditions apply to all bids:

9.1.1 Bid documents must be submitted and received in the manner specified in the bid request document. No exceptions will be permitted.

9.1.2 Bids received at the designated location later than the specified closing date and time will be returned to the bidder. In the case of sealed bids, the bid will be returned to the bidder unopened. No exceptions will be permitted.

9.1.3 A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received will supersede and invalidate all bids previously received from that bidder.

9.1.4 A bidder may withdraw its bid at any time up to the official closing time by letter bearing its signature and addressed to the CAO.

9.1.5 The CAO or designate must complete Form 2 "Statement of Receipt".

9.1.6 All bids shall first be checked by the Department Head or his designate to ensure that:

9.1.6.1 The bidder's name and information included in Form 2 "Statement of Receipt" are correct;

9.1.6.2 Form 1, "Statement by Bidder" is signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual;

9.1.6.3 The correct form has been used;

9.1.6.4 Any other form as requested in the bid request has been included;

9.1.6.5 Each bid envelope is time and date stamped prior to the bid closing time;

9.1.6.6 The bid deposit is sufficient and in acceptable form;

9.1.6.7 Each item of the bid request has been bid;

9.1.6.8 All extensions and totals for each bid are correct. If an extension or total is incorrect, the employee shall cross out the incorrect figure, enter the correct figure in red and initial the entry. The employee shall initial each bid adjacent to the total certifying that it has been checked and is correct.

9.1.6.9 The bid is free of restrictions or alterations except for those in Section 9.1.6.8 above.

9.1.6.10 All other bid request requirements have been met.

9.2 Bids may be rejected for the reasons specified in Schedule "E" "Bid Irregularities Summary".

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10. Non-Competitive Process

- 10.1 A non-competitive process shall only be used if one or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value in the circumstances for the municipality:
 - 10.1.1 For any acquisition under \$10,000.00;
 - 10.1.2 When the proposed acquisition is a **sole source** acquisition due to:
 - 10.1.2.1 A statutory or market-based monopoly;
 - 10.1.2.2 Rarity of supply in the market;
 - 10.1.2.3 The existence of exclusive rights such as patent, copyright or license; or
 - 10.1.2.4 The complete items, services or systems being unique to one supplier and no alternatives or substitutes existing within Canada.
 - 10.1.3 When the proposed acquisition is a **single source** acquisition and one or more of the following reasons for selecting a particular apply:
 - 10.1.3.1 Need for compatibility with goods/services previously acquired and there are no reasonable alternatives, substitutes or accommodations;
 - 10.1.3.2 The need to avoid violating warranties and guaranties where services/support are required;
 - 10.1.3.3 The extension of an existing contract would prove more cost effective or beneficial;
 - 10.1.3.4 Due to market conditions, required good/services are in short supply;
 - 10.1.3.5 The required goods/services are to be supplied by a particular bidder having special knowledge, skill, expertise or experience, which cannot be provided by any other person; or
 - 10.1.3.6 The nature of the require requirement is such that it would not be in the public interest to solicit competitive bids, as in the case of security or confidential matters.
 - 10.1.4 An attempt to purchase the required goods/services has been made in good faith, using competitive bid processes and has failed to identify a successful bidder/proponent.
 - 10.1.5 Where it is deemed to be in the best interest of the municipality to negotiate with the bidder as covered under Section 13.



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11. Purchase of Used Equipment

- 11.1 Provided that such expenditures have been approved in the budget, a Department Head or Designate is authorized to purchase used equipment that is sold by other municipalities, by private sale or public auction, sold through a vendor or licensed to sell equipment, by sealed bid or by negotiation, provided that:
 - 11.1.1 The equipment meets or exceeds the departmental requirements;
 - 11.1.2 It is documented that it is financially profitable to purchase a used piece of equipment rather than purchase new, and it is deemed acceptable by the Department Head of Designate
 - 11.1.3 If the total expenditure on the used equipment exceeds \$10,000.00, a report shall be submitted to the CAO and Council detailing purchase information and expenses;
 - 11.1.4 The Department Head or Designate is exempt from the formal bid process when purchasing used equipment by any of the methods detailed in Section 11.1.

12. Emergency Purchases

- 12.1 In cases of emergency, as determined by the Department Head or the CAO, the purchase of goods and services may be authorized in accordance with this Section.
- 12.2 Where the total cost of the purchase does not exceed \$50,000.00, the Department Head or CAO may authorize the purchase.
- 12.3 Where the total cost of the purchase exceeds \$50,000.00, the CAO may authorize the purchase and a report shall be submitted to Council as soon as reasonably possible setting out the details of the purchase made pursuant to this authority and the circumstances justifying the action take.

13. Purchase by Negotiation

- 13.1 A formal bid request process may be waived and a Department Head or Designate may purchase by negotiation with one or more suppliers under the following conditions:
 - 13.1.1 When market conditions are such that, in the judgment of the Department Head or Designate, the goods are in such short supply that a competitive bidding process will not be possible.
 - 13.1.2 When there is only one source of supply, as determined by the CAO or Council;



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- 13.1.3 When two or more identical bids have been received and meet the specified requirements, the Department Head or Designate may negotiate with the two lowest bidders, keeping all negotiations fair, ethical and well documented.
- 13.1.4 When the lowest bid meeting specifications exceeds the budgeted estimated costs by at least 10% and it is not either possible or in the best interests of the municipality to issue a new bid request.

14. Exemptions

- 14.1 A Department Head may request exemption from any or all of the purchasing policy processes outlined in this policy by submitting a report requesting same to the CAO and Council. Any exemption must be granted in writing and a copy forwarded to the Finance Department.
- 14.2 When the CAO requires the exemption, the request shall be approved by Council.

15. Exclusions

- 15.1 Notwithstanding the requirements of this Policy, the goods and services identified in Schedule "F" "Exclusions" herein, can be purchased without a competitive process.

16. Advertising

- 16.1 All formal bid requests will be advertised on the Municipality's web site.
- 16.2 Where, in the opinion of the Department Head, it would be effective to do so, information regarding bid request documents shall be advertised in a local newspaper having circulation in all, or a major portion of the County, or applicable publications necessary to comply with all existing statutory regulations. Any requirement exceeding \$100,000.00 must be advertised.
- 16.3 Advertising is not required for a request for proposal by invitation.

17. Bid Deposits

- 17.1 Bid deposits shall be required to accompany bids in the following circumstances:
 - 17.1.1 All bids for municipal construction projects estimated to cost more than \$50,000.00;
 - 17.1.2 Special contracts or purchases as deemed appropriate by the Department Head;
- 17.2 Bid deposits shall be no less than 5% of the estimated value of the work before bidding, or an amount equal to a minimum of 5% of the bid submitted. For estimated expenditures greater than \$100,000.00, the minimum bid deposit required is 10%.
- 17.3 A bid deposit shall be provided in Canadian currency and in one of the following formats:



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- 17.3.1 A bid bond issued by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the Municipality as the creditor;
- 17.3.2 A certified cheque made payable to the Municipality;
- 17.3.3 An irrevocable Letter of Credit naming the Municipality as the beneficiary and in a form satisfactory to the Municipality;
- 17.3.4 A money order made payable to the Municipality.
- 17.4 The Municipality does not pay interest on bid deposits.
- 17.5 The bid deposit cheque, money order or bid bond are a guarantee that the contractor or supplier will execute a contract agreement with the Municipality for the delivery of the services, materials or equipment provided for in the applicable bid request documents.
- 17.6 All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Nation Municipality. Unless otherwise mentioned, the Municipality shall return all bid deposits except the lowest bid within twenty (20) working days after the close of the bids, unless some anomalies are found in the analysis of the two lowest bids. In this case, the third lowest bid deposit will be retained. The bid deposits retained by the Municipality shall be released after execution of the contract agreement and submission to the Municipality of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Municipality in its bid request documents within a delay of three weeks after the date of the contract award, the Municipality, in its sole discretion, may cash any bid deposit cheque or money order, or act upon a bid bond in its possession relating to the specific bid request documents for default of the bidder and the Municipality has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted shall have no claim whatsoever against the Municipality for such action taken by the Municipality.
- 17.7 All bid deposits must be signed originals and, in the case of bonds, sealed. No faxes or photocopies will be accepted.
- 17.8 The Municipality is authorized to cash and deposit any bid deposit in its possession that is forfeited as a result of non-compliance with any of the terms, conditions and/or specifications of a bid.



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18. Bonding Requirements

- 18.1 Performance, labour and/or material payment and/or maintenance bonds are required for all construction projects exceeding \$100,000.00; bonding amount shall not be less than 50% of the bid amount.
- 18.2 All bonds must be signed originals and sealed. No faxes or photocopies will be accepted.
- 18.3 The above mentioned bonding requirements may be replaced by any other type of guarantee as approved by the CAO.
- 18.4 Once the contract is granted and where required, the contractor must provide to the Municipality, at his cost, a performance bond in the amount specified in the bid request documents. Such bond shall be deemed satisfactory by the Municipality.
- 18.5 The performance bond shall unconditionally guarantee that the work will be satisfactorily completed or the materials supplied, or both, within the terms of the contract up to the face value of the bond, that is, the bonding company will be liable whenever the contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications of the contract and a twelve (12) month maintenance guarantee. The bonding company shall NOT replace a prime contractor or sub-contractor without prior approval of the appropriate Department Head or the Municipality's consultant.

19. Insurance

- 19.1 The following insurance requirements are mandatory for all work undertaken on behalf of The Nation Municipality. The successful contractor shall provide the Municipality with an insurance certificate as follows:
 - 19.1.1 Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence/maximum of \$5 million annual aggregate for any negligent acts or omissions relating to the obligations under the bid request. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use, personal injury, contractual liability, premises, property and operations, non-owned automobile, broad form property damage, owners and contractors protective, occurrence property damage, products broad form completed operations, employees as additional insured (s), contingent employers liability, tenants legal liability, cross liability and severability of interest clause. If applicable, the commercial general liability insurance policy shall not contain any exclusions of liability for damage, etc. to properties, buildings or land arising from:



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- a) Removal or weakening of support of any property, building or land whether such support is natural or otherwise;
- b) Use of explosives for blasting;
- c) Vibration from pile driving, caisson work, if minimum coverage for any such loss or damage is \$5 million;

The Nation Municipality shall be added as an additional insured. The insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

- 19.1.2 Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2 million inclusive for each and every loss.
- 19.1.3 Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
- 19.1.4 Environmental Impairment Liability Insurance with a limit of not less than \$2 million per incident/annual aggregate. Coverage shall include third party bodily injury and property damage including on-site and off-site clean-up. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
- 19.1.5 If required, the contractor shall provide and maintain during the term of the contract, Broad Form Builders' Risk and Equipment Breakdown insurance coverage to the full replacement cost of the existing building and all improvement and renovation construction costs. Such insurance shall be written on an All Risks basis including earthquake, flood, sewer backup and testing /commissioning. The policy shall be issued in the name of the contractor and The Nation Municipality as a loss payee as their interests

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may appear to the replacement value of the completed building including improvement and renovation costs.

- 19.2 The successful bidder must provide, at its cost, a certificate of insurance verifying the above noted coverage prior to the effective date of the contract, to the satisfaction of the municipality and be in force for the entire contract period.
- 19.3 An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without giving notice to the Municipality a written notice of thirty (30) days.
- 19.4 The Municipality reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- 19.5 The successful bidder shall indemnify and release the Municipality from any responsibility, loss claims, demands, costs and expenses, including reasonable legal fees, caused wholly or in part by any negligence, acts or omissions whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for which the bidder is legally responsible.

20. Information to Bidders

- 20.1 All prospective suppliers of goods or services should ensure that they are familiar with the Municipality's Procurement Policy. The policy is available on the municipal website at www.nationmun.ca
- 20.2 Bidders shall carefully examine and study all of the bid request documents, drawings, specifications, work sites (if applicable), etc. to ensure that all conditions affecting the contract and the detailed requirements have been met.
- 20.3 Should a bidder find discrepancies in, or omissions from the bid request documents, or should it be in doubt as to the meaning, it shall clarify them with the appropriate Department Head, as the case may be, who may subsequently send an addendum to all bidders. No oral explanation or interpretation will be provided.
- 20.4 Where sub-trades are to be used, a complete list showing the sub-trades' name, owners, phone numbers and addresses shall accompany the bid submission. The cost of the work to be performed by each sub-trade shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Municipality's consultant.
- 20.5 The contractor shall insert the firm's WSIB account number in the space provided on the bid form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.

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- 20.6 Any contingency allowance to be included shall be stated by the Municipality and no bidder shall include any other contingency allowance on any bid.
- 20.7 The estimate of quantities as shown in the bid request documents shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Municipality.
- 20.8 Whenever the amount bid for an item in a bid submission does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall prevail and the amount of the total bid price shall be corrected accordingly.
- 20.9 The unit price or lump sum price for all items in the schedule of quantities and unit prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the special provisions, standards specifications and additional specifications.
- 20.10 After notification of award, the successful bidder will be responsible for adhering to the following, as applicable to the bid request documents requirements:
 - 20.10.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSAI clearance letter, as required herein, with the Municipality within three (3) weeks of the date of the contract award and these documents shall be maintained by the Municipality until contract completion.
 - 20.10.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSAI clearance letter as required by the bid request document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Municipality, not as penalty, but in liquidation of damages sustained. The Municipality shall then have the right to award the contract to any other bidder or to reissue the bid request documents.
- 20.11 Payments to the Contractor, holdbacks and their release, as well as certificates of substantial performance and completion under the contract shall be in full compliance with the provisions of the Construction Lien Act, R.S.O. 1990, unless otherwise specified.
- 20.12 In its bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven (7) days of the receipt of the said certificate, in order to facilitate the holdback release under the substantial performance certificate.
- 20.13 Successful bidders shall be responsible for all permits.



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20.14 The contract must be completed by the time specifies in the bid request documents or as agreed upon in the contract.

21. Statement by Bidder

21.1 The Statement by Bidder (Form 1 attached) must be completed in full and signed by an individual representing the bidder and a witness is a non-corporation or an authorized representative of the company or a director or officer of the company and the corporate seal, if the bidder is a corporation.

22. Conflict of Interest

22.1 All consultants (e.g. architects, engineers, etc.) retained by the Municipality shall disclose, before accepting an assignment, any potential conflict of interest. If such conflict of interest does exist, the Municipality will, as directed by the Department Head, in its discretion, withhold the assignment from the consultant until the matter is resolved. The Municipality reserves the right to terminate the assignment in the case of a conflict of interest.

23. Additional Work or Services

23.1 Additional work or services not included in the original bid request but which are identified and deemed necessary or desirable by the Municipality either prior to, during or after the performance of the services, shall be performed by the service provider subject to the following criteria:

23.1.1 The Municipality will provide a written description of the additional work, items or services and, where required, detailed plans;

23.1.2 The service provider will provide a written estimate of the cost to perform the services and shall include:

- a) The cost of the work or services as per the applicable general conditions; or
- b) The cost of the work at the same unit cost as set out in the bid; or
- c) The cost of the work on a cost-plus basis to be agreed upon.

23.1.3 The service provider will set out in writing any impact the additional work or services will have on the project schedule, if any.

23.2 The Municipality shall not be liable for the cost of any additional work performed by the service provider unless such work or services have been authorized in writing by the Municipality.



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24. Suppliers in Litigation

- 24.1 Except as otherwise permitted in Section 24.2, in relation to a previous acquisition or any supply contracts awarded to that supplier or affiliates (s), a bid from a supplier shall be rejected if the supplier, any affiliate of the supplier, or any principal, officer or director of the supplier, directly or indirectly through another corporation or other business entity:
- a) has commenced and continues at the time of the proposed award to pursue litigation against the Municipality, its elected officials, officers and/or employees; or
 - b) is a person or entity against whom the Municipality is pursuing litigation at the time of the proposed award.
- 24.2 A bid from a supplier described in Section 24.1 may be accepted provided that the CAO has determined that:
- 24.2.1 there is an emergency;
 - 24.2.2 the acquisition is a sole source acquisition;
 - 24.2.3 the Municipality is legally obligated to enter into the contract;
 - 24.2.4 where the Municipality has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the Municipality; or
 - 24.2.5 where the amount in dispute in the litigation does not exceed \$100,000.00, the award of the contract would be in the best interests of the Municipality, based on the consideration of factors that include, but are not limited to:
 - a) the supplier's performance under previous contracts with the Municipality;
 - b) the Municipality's claims history with the supplier; and
 - c) the assessment of the overall risk and total cost in entering into a contract with the supplier.

25. Local Preference

- 25.1 The following two legislative documents prohibit municipalities from adopting a Local Preference Policy:
- a) The Discriminatory Business Practices Act, R.S.O 1990, Chapter D12, as amended; and
 - b) Chapter 5 of the Agreement on Internal Trade.

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- 25.2 The primary objective of the purchasing process is to acquire goods/services at the lowest possible cost, consistent with the demands of suitability, quality, service and delivery capabilities.
- 25.3 If in the determination of the Department Head, a competitive market exists, and two or more compliant bids are received and are identical in price, and provided suitability, quality, service and delivery are similar, then priority of acceptance may be made first for a local bid, is any, than for a regional bid, is any, otherwise, the “best and final offer” from bidders involved in order to break the tie.

26. Administration

- 26.1 No contract or purchase shall be provided to avoid any requirements of this Procurement Policy.
- 26.2 In all purchases, price shall be the prime selection criteria before any special provisions, additions or deletions are calculated into the bid price, providing that all specification requirements are met. Such specifications are to be generic or described as “equivalent”. All factors influencing the purchasing decision are to be included in the specifications.
- 26.3 The Municipality may participate with other units of government, their agencies or public authorities in co-operative purchase ventures when it is in the best interest of the Municipality to do so and the policies of the co-operative purchase venture are consistent with the Municipality’s Procurement Policy.
- 26.4 Performance evaluations may be undertaken on suppliers.
- 26.5 All original invoices from suppliers shall be authorized before payment. Authorization in the form of signatures of the Department Head or designate and staff denoting clerical accuracy, budgetary or specific resolution approval and indicating that goods and services were received in good order must be in place. These signatures will be deemed to authorize payment.
- 26.6 Between the last regular meeting of Council in any year and the adoption of the budget estimates for the next year, the Treasurer is authorized to pay the accounts of any ordinary business transactions of the Municipality that are required to maintain services. This shall include the payment of accounts for previously approved capital items and projects.
- 26.7 After the adoption of the budget estimates, the Treasurer is authorized to pay the accounts approved by the Department Head and to pay contract accounts upon receipt of evidence of value received and approval of the Department Head and Council.

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- 26.8 Notwithstanding the provisions of this policy, the Municipality shall have the right to reject the lowest or any bid in its absolute discretion. The Municipality also reserves the right to re-issue a bid request document in its original form or as modified to best suit the requirements of the Municipality.
- 26.9 The Municipality shall make no purchase of goods or services for the personal use of elected or appointed official or employees or any member of their respective families.
- 26.10 No employee shall purchase or offer to purchase, on behalf of the Municipality, any goods or services, except in accordance with this Procurement Policy.
- 26.11 Elected officials shall not approve nor acquire any goods or services.
- 26.12 No goods or services shall be purchased from an officer or employee of the Municipality, or from any associate of such officer or employee, unless the extent of the interest of such officer or employee has been fully disclosed and the CAO has approved the purchase.
- 26.13 The Municipality shall endeavour to standardize all goods and services to allow for bulk purchasing and the related financial economies of scale.
- 26.14 Material Safety Data Sheets (MSDS) must be maintained on file by the user department for all relevant products regardless of how the products are acquired, as per the Occupational Health and Safety Act.

27. Retention of Documents

- 27.1 All background information, submitted by suppliers, purchase orders and other relevant information involved in obtaining process for goods and services shall be retained in the originating department as per the Records Retention By-Law #19-2005.

28. Procurement Process Review

- 28.1 The Treasurer may randomly review departmental purchasing related files on an on-going basis to review the effectiveness and integrity of the process as well as compliance with this Procurement Policy.
- 28.2 The CAO may require a complete review of this Procurement Policy for the purpose of evaluating its effectiveness at any time.

29. Gender

In this document, the masculine gender has been used to facilitate its composition. Where required, the feminine gender shall be substituted.



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30. Effective Date

This amended Procurement Policy shall take effect on January 1, 2016 and shall replace the former policy number TR-G-2004-02 dated December 2004.

Mary McCuaig, CAO/Clerk

Cecile Lortie, Treasurer

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SCHEDULE "A" METHODS OF PROCUREMENT

Limit	Budget	Purchasing Mechanism ✓	Type of Bid Request ✓	Source of bid ✓	Approval Authority ✓
\$0 to \$149.00	Included	Petty Cash ✓	Request for Quotation	Invitation	Council
		Credit Card ✓	Request for Tender	Newspaper or other publication	CAO
		Direct Purchase ✓	Request for Proposal	Website	Depart. Head ✓
		Purchase Order			Designated Employee ✓
	Not Included	Petty Cash ✓	Request for Quotation	Invitation	Council
		Credit Card ✓	Request for Tender	Newspaper or other publication	CAO
		Direct Purchase ✓	Request for Proposal	Website	Depart. Head ✓
		Purchase Order			Designated Employee ✓
\$150.00 to \$10,000	Included	Petty Cash	Request for Quotation	Invitation	Council
		Credit Card ✓	Request for Tender	Newspaper or other publication	CAO
		Direct Purchase ✓	Request for Proposal	Website	Depart. Head ✓
		Purchase Order			Designated Employee ✓
	Not Included	Petty Cash	Request for Quotation	Invitation	Council
		Credit Card ✓	Request for Tender	Newspaper or other publication	CAO
		Direct Purchase ✓	Request for Proposal	Website	Depart. Head ✓
		Purchase Order			Designated Employee ✓

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\$10,000 To \$50,000	Included	Petty Cash	Request for Quotation ✓	Invitation ✓	Council
		Credit Card	Request for Tender	Newspaper or other publication	CAO
		Direct Purchase	Request for Proposal	Website	Depart. Head ✓
		Purchase Order ✓			Designated Employee
	Not Included	Petty Cash	Request for Quotation ✓	Invitation ✓	Council
		Credit Card	Request for Tender	Newspaper or other publication	CAO ✓
		Direct Purchase	Request for Proposal	Website	Depart. Head
		Purchase Order ✓			Designated Employee
\$50,000 To \$100,000	Included	Petty Cash	Request for Quotation	Invitation ✓	Council
		Credit Card	Request for Tender ✓	Newspaper or other publication	CAO
		Direct Purchase	Request for Proposal ✓	Website ✓	Depart. Head ✓
		Purchase Order ✓			Designated Employee
	Not Included	Petty Cash	Request for Quotation	Invitation ✓	Council ✓
		Credit Card	Request for Tender ✓	Newspaper or other publication	CAO
		Direct Purchase	Request for Proposal ✓	Website ✓	Depart. Head
		Purchase Order ✓			Designated Employee
\$100,000 +	Included	Petty Cash	Request for Quotation	Invitation ✓	Council ✓
		Credit Card	Request for Tender ✓	Newspaper or other publication ✓	CAO
		Direct Purchase	Request for Proposal ✓	Website ✓	Depart. Head
		Purchase Order ✓			Designated Employee



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\$100,000 +	Not Included	Petty Cash Credit Card Direct Purchase Purchase Order ✓	Request for Quotation Request for Tender ✓ Request for Proposal ✓	Invitation ✓ Newspaper or other publication ✓ Website ✓	Council ✓ CAO Depart. Head Designated Employee
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Financial Limits do not include taxes and freight charges

This schedule does not contain any exceptions. Refer to the policy for possible exceptions.



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SCHEDULE "B"- REQUEST FOR TENDER

The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The Request for Tender document shall include the following main requirements:

1) Instruction to Bidders

This includes all of the procedures for the process that includes, but is not limited to:

- The Municipality contact name and phone number for queries;
- Addenda issuance procedures;
- Closing date, location and time;
- Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
- Requirements at time of closing (bid deposit);
- Requirements regarding insurance coverage;
- Discretionary power clause;
- If applicable, additional work or services, supplier in litigation and local preference clauses;
- Terms and conditions as per the Municipal Procurement Policy. The Request for tender must refer to the Municipality's web site www.nationmun.ca for a copy of the Procurement Policy;
- Form 1 must be included in the Request for Tender documents. The Request for Tender must include the following statement: ***"Form 1 must be signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected."***
- Bid deposits and/or bonding requirements;
- Requirements to use Canadian currency for all pricing including in the bid;
- A bid label and the procedure for its use must be included with the Request for Tender documents.

2) Scope/Specifications (as applicable)

- If the product/work requirement can be generally described for information purposes and does not require the bidder to indicate its compliance, the information can be stated in the Request for Tender under "Scope". (e.g. supply and delivery paper);
- If the product/work requirement is specific in technological requirements, measurements, etc. that requires the bidder to comply with or to provide a spec sheet of the product/work, then specifications are required. (e.g. for the purchase of a vehicle). Specifications must be



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specific enough to give all bidders sufficient information to provide a bid that will meet or exceed the requirements but general enough that it allows an equal opportunity to bid.

3) Bid Form

- This provides the bidder with an adequate format to provide unit or lump sum prices matching the description of the product/work requirements;
- Clearly indicate on the bid form if taxes are or are not applicable and if they are to be included or not included in the unit or lump sum price;
- The bid form shall also include an area to provide for the bidder's signature, company name, company address, telephone number, fax number and email address.

All prospective bidders shall be supplied with one copy of the official Request for Tender documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number, and fax number is to be maintained to facilitate the distribution of potential written addenda.

Closing times for sealed bids will be determined by the Department Head, and shall be submitted to:

The CAO/Clerk,
The Nation Municipality
958 Route 500 West,
Casselman, ON KOA 1M0

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SCHEDULE "C"- REQUEST FOR PROPOSAL (RFP)

When an evaluation team is used, it should consist of representatives of those parties that have an interest or expertise in the project and its requirements.

The RFP should include but is not limited to the following:

- 1) **Introduction**- some general statements regarding the purpose of the RFP, general background information, historical data, etc.
- 2) **Information for bidders**- this includes all of the procedures for the process including, but not limited to:
 - The Nation Municipality contact name and phone number for queries;
 - Closing date, location and time;
 - Addenda issuance;
 - Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
 - Requirements at closing time, submission details, number of copies of bids to be submitted;
 - Requirements regarding insurance coverage;
 - Discretionary power clause;
 - If applicable, additional work or services, supplier in litigation and local preferences clauses;
 - Terms and conditions as per the Municipality's Procurement Policy. The RFP document must refer to the Municipality's web page www.nationmun.ca for the Procurement Policy;
 - Form 1 must be included in the RFP documents. The RFP must include the following statement: ***"Form 1 must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected."***
 - Requirement to use Canadian currency for all pricing included in the bid;
 - A bid label and the procedure for its use must be included with the RFP documents.
- 3) **Scope of Work/Deliverables**- outline the objectives, goals, deliverable requirements, etc.



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- 4) **Evaluation Criteria-** detail an outline of the evaluation criteria that will assist the bidders with outlining their submission. The actual weighted ratings do not need to be provided in the RFP document. The evaluation criteria cannot be changed after the bids have been submitted. All prospective bidders shall be supplied with one copy of the official RFP documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number and fax numbers is to be maintained to facilitate the distribution of potential written addenda.

- 5) **Closing times** for sealed bids will be determined by the Department Head and bids will be submitted to:

The CAO/Clerk,
The Nation Municipality
958 Route 500 West,
Casselman, ON KOA 1M0



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SCHEDULE "D" PROCEDURE FOR SUBMITTING BID REQUESTS

Bid Requests must abide by the following procedures:

- All formal bids must be properly signed and sealed if the bidder is a corporation or witnessed if the bidder is an individual and placed in a sealed envelope and submitted to the CAO/Clerk at the designated location in the Bid Request documents, as specified in the Bid Request documents;
- All sealed bid submissions shall have the date and time of receipt noted on the face of the envelope;
- Sealed bid submissions received later than the time specified will not be accepted. If received by mail, the sealed bid will not be opened and will be returned by regular mail or picked up by the owner from the Clerk's Office.
- When permitted in the Bid Request, electronic bids will be accepted. These bids will be submitted according to the procedure described in the Bid Request. IT services will be responsible for managing the technologies used for receiving electronic bids. The opening of electronic bids will be done on the date and time specified in the Bid Request.
- All sealed bid submissions will be opened at a time announced by the Department as soon after the closing as is practical. Sealed bid submissions openings shall be open to the public. The CAO/Clerk, Department Head and/or the Treasurer or their respective designates shall attend and the names of those in attendance shall be recorded. When a two envelope process is used, there shall be no public opening.
- A Department Head may choose not to open the bids publicly when a Request for Proposal is used.
- Upon opening, only the bid prices will be provided unless otherwise noted in the Request for Bid documents. The Municipality reserves the right to verify all bid submissions for requirements and extended prices after the public opening and may reject any non-compliant bids after the opening. No announcement concerning the successful bidder will be made at the opening of bids.
- The Department Head issuing the bid is responsible for notifying the Treasurer or its designate of the bid request.
- The Municipality reserves the right to reject any or all bids for any reason whatsoever.



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- Any bidder will be permitted to withdraw this unopened bid after it has been deposited with the CCAO/Clerk, provided such request for withdrawal is received in writing prior to the time appointed for the bid opening.
- More than one bid from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
- Bids that are incomplete, conditional or obscure, or that contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as non-compliant. A bidder may, however, submit alternative prices on any item for consideration. The Municipality reserves the right to waive informalities in its discretion. The Municipality shall be the sole judge of such matters.
- Bids containing mathematical errors and are likely to adversely affect the interests of the Municipality may be rejected. The Municipality shall be the sole judge of such matters.
- All bids must be on the form provided by the Municipality. The form must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual. A bid submitted by a corporation shall bear the corporate seal and the signature of a duly authorized officer or officers who may be required to present evidence of his or their authority to sign. Where a bid is a joint venture, each corporation shall comply individually with this direction.



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SCHEDULE “E” BID IRREGULARITIES SUMMARY

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
1	Late bids by any amount of time	X		Automatic rejection
2	Form 1, Statement of Bidder is missing or not signed. Form 1 is considered not signed when the signature of an authorized person or the Corporate seal is missing if a Corporation and if the signature or the witness’s signature is missing if an individual.	X		Automatic rejection
3	Bids completed in pencil	X		Automatic rejection
4	Bid deposit not submitted with the bid when the Bid Request (or any addenda) indicated that such is required	X		Automatic rejection
5	EXECUTION OF AGREEMENT TO BOND a) The Bond Company’s corporate seal or equivalent proof of authority to bind the company signature is missing b) Surety company is not licensed to do business in Ontario	X		Automatic rejection
6	EXECUTION OF BID BONDS a) Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both is missing b) Corporate seal or equivalent proof of authority to bind company or signature of BONDING COMPANY is missing	X		Automatic rejection
7	OTHER BID SECURITY Cheque which has not been certified	X		Automatic rejection
8	Bidders not attending mandatory site meeting (s)	X		Automatic rejection
9	Unsealed tender envelopes	X		Automatic rejection
10	Pricing or signature pages missing	X		Automatic rejection
11	Insufficient financial security (i.e. no deposit or Bid Bond or insufficient deposit)	X		Automatic rejection
12	Bids received on documents other than those provided in the Bid Request		X	Acceptable unless specified otherwise in the request



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13	EXECUTION OF BID DOCUMENT Bond company corporate seal or equivalent proof of authority to bind company or signature missing	X		Automatic rejection
14	Part bids (all items not properly completed)	X		Only permitted if part bids were allowed in the Bid Request
15	Bids containing minor clerical errors		X	Municipality reserves the right to waive initialling and accept the bid
16	Uninitiated changes to the bid which are minor (i.e. Bidder's address is amended by overwriting but not initialled)		X	Municipality reserves the right to waive initialling and accept the bid
17	Alternate items bid in whole or in part		X	Available for further consideration unless specified otherwise in the request
18	Unit prices in the schedule of prices have been changed but not initialled		X	Municipality reserves the right to waive initialling and accept the bid
19	Other mathematical errors which are not consistent with the unit prices		X	Unit prices will govern
20	Pages requiring completion of information by vendor are missing		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable
21	Bid documents which suggest that the bidder has made a major mistake in calculations or the bid		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable



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SCHEDULE "F" EXCLUSIONS

- 1) Payments made in accordance with salaries and payroll benefits, including temporary help agency employees and providers as authorized by Council.

- 2) Expenditures for training and education such as
 - i) Attendance at conferences, seminars, courses and conventions
 - ii) Subscriptions to books, magazines and periodicals
 - iii) Membership fees
 - iv) Fees for trainers/facilitators

- 3) Refundable Employee expenses such as
 - i) Meal allowances
 - ii) Travel and entertainment
 - iii) Miscellaneous expenses

- 4) General expenses such as
 - i) Licenses (vehicles, information systems, etc.)
 - ii) Debenture payments
 - iii) Interest on temporary bank loans and bank charges
 - iv) Insurance deductible and adjustor's fees
 - v) Grants or contributions to agencies
 - vi) Payments made to partners with whom a signed contract is currently in place for the exchange or the delivery of good and/or services
 - vii) Damage claims
 - viii) Petty cash replenishment
 - ix) Tax remittances
 - x) Inter-department charges
 - xi) Payment to or on behalf of individuals in regards to programs authorized by Council.

- 5) Professional and Special Services, committee related fees



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- 6) Utilities such as
 - i) Water and Sewage
 - ii) Taxes
 - iii) Electricity
 - iv) Gas
 - v) Telephone
 - vi) Internet connection
 - vii) Mandatory inspections made by governmental and/or public utilities agencies

- 7) Postal charges and delivery services

- 8) Specific payments as authorized by Council such as
 - i) Land purchases
 - ii) Expropriations
 - iii) Insurance premiums
 - iv) External auditors
 - v) Legal services
 - vi) Consultants
 - vii) Property assessment



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FORM 1

STATEMENT BY BIDDER

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package and in the Municipality's Procurement Policy Number F-2016-03.
2. I/We have read and understand all terms and conditions of all forms included as part of this bid package as well as the Municipality's Procurement Policy Number F-2016-03.
3. I/We understand that if our bid is chosen, all requirements of the successful bidder as outlined in this bid package as well as in the Municipality's Procurement Policy Number F-2016-03 will be completed by the time and in the format required.

Dated at _____ this _____ day of _____ 20__.

Signature of Authorized person and corporate seal
(If a corporation)

SEAL

Position

Signature (if an individual, not a corporation)

Witness



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**CORPORATION OF THE NATION MUNICIPALITY
FORM 2
STATEMENT OF RECEIPT**

Statement of Receipt of all Bids

Bid document name: _____

Bidder's Name	Date	Time	Initials of employee accepting bid

I acknowledge receipt of all documents as stated above

CAO/Clerk

APPENDIX B

Procurement of Goods and Services Policy – 2024 updated version



FINANCE DEPARTMENT POLICY

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1. POLICY STATEMENT

This policy shall ensure that all purchasing activities are conducted in a manner that is open, fair, and transparent, and that they achieve the best value for the Corporation. This policy is designed to maximize efficiencies and foster innovation within the procurement process, while adhering to all applicable laws and trade agreements. The Corporation is committed to ethical procurement practices that support local economic development, environmental sustainability, and social responsibility.

2. SCOPE

This policy applies to all Departments and all staff who make purchases.

3. LEGISLATIVE AUTHORITY

Section 270(1) of the Municipal Act, 2001 as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services. Section 227 of the Act requires officers and employees to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions.

4. DEFINITIONS

For the purposes of this policy:

“Award” is when the contract has been signed by both the vendor and The Nation.

“Bid(s)” means a proposal from a prospective supplier in response to a Request for Quotation, Tender or other proposal for the purchase of goods or services issued by the Municipality which is subject to acceptance or rejection.

Bidder” means any proponent, respondent, or other person or entity who has obtained official Procurement documents for the purpose of submitting or who has submitted a Bid in response to a Bid request.

“Bid Deposit” means a financial guarantee to ensure that the successful bidder will enter into an agreement “Community centres” refers to the Fournier, Limoges, St-Albert, St-Bernardin (Caledonia), and St-Isidore community centres where events can be held. These centres have a bar at which a cash register/drawer are used for sales during events.

“Bid Request” means all documents which solicit a response with respect to supplies or services including, but not limited to, a Request for Information, Request for Proposal, Request for Qualifications, Request for Quotations or a Request for Tender.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, supply of products and materials and supply of equipment and machinery to the construction, installation and repair of fixtures of a building,

structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless included in the procurement.

“Cooperative Purchases” means the process by which multiple municipalities or public agencies aggregate their purchases to form a large group with similar buying needs thus allowing them to secure better prices and services due to the increased volume of purchase. This allows better value in procurement activities while adhering to the applicable trade agreements and regulations.

“Contract” means a formal written or spoken sales agreement. In the context of this policy, an email confirming purchase shall serve as a form of contract. A contract is not required for all purchases but could be entered into or obtained for a purchase, as required by for the type of purchase.

“Corporation” means the Corporation of The Nation Municipality unless stated otherwise.

“Council” means the Council of the Corporation of The Nation Municipality.

“Department Head” means the person responsible for the management and operational control of a Department within the Municipality.

“Designated Employee” means an employee designated by a Department Head and approved by the Chief Administrative Officer to exercise any or all of the responsibilities with respect to this policy.

“Emergency Purchase” means a situation where, in the opinion of the Chief Administrative Officer or the Department Head, the immediate purchase of goods and services is essential. Such a situation shall include a need to prevent an imminent or actual danger to the life, health or safety of a municipal employee or of the public, to prevent delays in service delivery, to prevent or remedy damages to municipal properties or to restore an essential service and may include, but is not limited to, an emergency declared under the Emergency Management Act

“Finance Department” means the finance department of the Municipality.

“Formal Bid Request” means all documents which solicit a formal written response in a sealed envelope with respect to supplies or services, including but not limited to, a Request for Information, Request for Proposal, Request for Qualification or a Request for Tender.

“Invoice” means a document showing the details and the cost of goods purchased and/or services received from a supplier.

“Invoice Approval” means the procedure required by the Finance Department of the Municipality to ensure the required approvals are applied to an invoice.

“Original Invoice” means a document clearly identifying the supplier, is addressed to the Municipality, shows the sales tax charged on goods and services (HST) along with the tax number. Faxed and emailed invoices are accepted.

“Partner” means a corporation or a community agency with which an agreement is currently in place for the exchange or delivery of good and/or services.

“Piggybacking” means using the procurement contacts of another municipality, public agency, or cooperative group. This allows the municipality to “piggyback” on the contract terms, which have already been competitively solicited, to obtain goods or services without going through its own separate bidding process.

“Pooled Assets” means assets that are grouped together based on similar characteristics such as nature, types of product or service, and other traits. This grouping is done to obtain better purchasing power often in terms of volume discounts. Individually, these assets may have a low monetary value, but when aggregated, they can represent a significant total value.

“Quotation” means a response to a Request for Quotation for prices for specific goods and/or services from selected suppliers, submitted in writing as specified in the Request.

“Record of Tender Opening” means a document that records the bids at a public opening of bids.

“Request for Information (RFI)” means a process where information is requested from suppliers regarding the feasibility and availability of specific goods and/or services in the marketplace and to determine if there are enough suppliers to justify a Request for Proposal. The responses to an RFI can be used to pre-qualify suppliers for an upcoming Request for Proposal.

“Request for Proposal (RFP)” means a formal request for details on the supply of goods or the provision of services which cannot be fully defined or specified at the time of request.

“Request for Qualification” means a document used for evaluating suppliers based on issues such as capacity, adequacy of personnel, past record, experience, etc. The responses to an RFQ can be used to pre-qualify suppliers for an upcoming Request for Proposal.

“Request for Quotation (RFQ)” means a document describing the supplies and services required and requiring written response by either mail, email or facsimile.

“Request for Tender (RPT)” means a formal, publicly advertised request for sealed bids for the supply of goods and/or services.

“Scope of work” is the work that has been described in a bid solicitation that must be done to deliver the good and/or services with the specified features and functions within the time, quality and price specified.

“Sealed Bid” means a bid submitted in a sealed envelope.

“Services” means requirements that are not goods or supplies.

“Single Source” means only one supplier is recommended for providing a particular product or service for operational reasons, even if there is more than one source on the market. This indicates a non-competitive purchase.

“Sole Source” means that there is only one known source of a particular product. This product could be copyrighted or trademarked or is simply not available for general purchase.

“**Successful Bidder**” means the bidder selected by the Municipality to provide goods and/or services based on this procurement process.

“**Supplier**” means any person or company supplying goods and/or services to the Municipality.

“**Supplies**” means goods, items, merchandise, material and equipment.

“**Two-envelope Bid**” means the process of submitting the bid in two envelopes with technical and qualitative information in the first envelope and the bid price in the second.

Schedules A, B, C, D, E, and F attached hereto form part of this policy.

5. ADMINISTRATION

This policy is administered by the Finance department.

6. POLICY

6.1. PROCUREMENT PRINCIPLES

The procurement activities of The Nation shall be guided by the following principles:

- a) **Transparency:** All procurement processes shall be transparent and open to competition, ensuring equal opportunities for all qualified supplier
- b) **Fairness:** Procurement decisions shall be made impartially and without bias, based on predetermined evaluation criteria.
- c) **Value for Money:** The primary objective of procurement shall be to obtain the best value for money, considering quality, cost, and other relevant factors.
- d) **Accountability:** Procurement activities shall be conducted in a manner that ensures accountability to taxpayers and stakeholders.

6.2. PROCUREMENT PROCESS

- a) **Planning:** Prior to initiating any procurement activity, departments shall conduct thorough planning to identify needs, assess requirements, and develop specifications. When considering procurement options, departments may explore the use of procurement groups such as Canoe to leverage collective purchasing power, streamline processes, and achieve cost savings.
- b) **Solicitation:** When procurement needs arise, departments may utilize Canoe or other procurement groups to facilitate the solicitation process. This may include issuing requests for proposals (RFPs), requests for quotations (RFQs), or requests for information (RFIs) through Canoe's platform. Departments shall ensure that solicitation documents clearly specify the use of Canoe or other procurement groups, including any specific procedures or requirements associated with such procurement.

- c) **Evaluation:** All submissions received through Canoe or other procurement channels shall be evaluated based on predetermined evaluation criteria, which may include price, quality, delivery time, and other relevant factors. Departments shall ensure that evaluations are conducted in accordance with established procedures and that all suppliers are treated fairly and equitably.
- d) **Award:** The award of contracts shall be made to the supplier(s) offering the best value for money, as determined through the evaluation process. Contracts may be awarded directly through Canoe or through other procurement mechanisms, as deemed appropriate. Departments shall ensure that contract awards are made in compliance with applicable laws, regulations, and organizational policies.
- e) **Contract Management:** Upon award, contracts shall be managed in accordance with established contract management procedures, ensuring compliance with terms and conditions, monitoring performance, and addressing any issues that may arise. Departments shall collaborate with Canoe or other procurement groups as necessary to effectively manage contracts and ensure the delivery of goods or services in accordance with contractual requirements.

6.3. APPLICATION

- a) The policies and procedures outlined in this policy, including all purposes, goals and objectives of Section 1 shall be followed for the purchase of goods and/or services by The Corporation or any of its officers, servants, or employees.
- b) The methods of purchasing set of in section 6 shall not apply to the purchase of goods and services outlined in Schedule F. This provision provides authority for the purchase of goods and services outlined in Schedule F if the funding is available in the budget.
- c) Any contracts necessary to complete the purchase of good and/or services outlined in Schedule F shall be signed by the CAO or the appropriate signing authority as set out in The Corporation's delegation of authority by-law.
- d) Purchases may be made only when:
 - i. The contract (if applicable) has been prepared in a form satisfactory to the department head and/or CAO;
 - ii. Any financial securities and insurance required under the contract are satisfactory to the Treasurer; and
 - iii. Funding is available in the budget for the purchase.

6.4. PURCHASING AND AUTHORIZATION RESPONSIBILITES

6.4.1. COUNCIL

- a) Council has ultimate authority for all expenditures. This authority is delegated by approval of budgets or by a specific resolution. The Finance Department is not

authorized to pay for items that have not been authorized through budget or resolution.

- b) Despite any other provisions in this Policy, the following contracts are subject to Council approval:
 - i. Any contract requiring approval from the Ontario Municipal Board;
 - ii. Any contract requiring approval from the Local Planning Appeal Tribunal;
 - iii. Any contract prescribed by Statute to be awarded by Council;
 - iv. Where the cost or revenue amount proposed for acceptance is higher than the Council approved department estimates and the necessary adjustments cannot be made;
 - v. Where a contract is a result of a public private partnership (“P3) opportunity.
- c) No provision in this Policy precludes a Department Head from submitting a recommendation to award to Council where in the opinion of the Department Head and the CAO it is in the best interest of the Municipality to do so.

6.4.2. CAO

- a) Has the authority to instruct department heads not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of The Nation.
- b) Contracts are subject to the CAO’s approval, when a major irregularity precludes the award of a tender to the Supplier submitting the lowest responsive Bid.

6.4.3. DEPARTMENT HEADS

- a) Department Heads are responsible for procurement activities within their department and are accountable for achieving the objectives of this procurement policy.
- b) Department Heads have the authority to award contracts in the circumstances specified in this policy provided that the delegated power is exercised with the limits prescribed in this policy and that all requirements of this policy are met.
- c) Department Heads shall ensure and provide evidence, if needed, to the CAO that the contract pricing represents fair market value.
- d) Department Heads are responsible for approval of accounts within their approved budget for their department and for any amendment thereto as approved by Council resolution.
- e) Resolutions approving budget amendments or special appropriations shall contain a description of the purpose of the expenditure, cost estimates or expenditure limitation

and the fund within which an appropriation has been provided. All reports by Department Heads recommending such resolutions shall be submitted to the CAO.

- f) A Department Head may delegate his authority to a supervisor or designate provided the designate follows the requirements of this Policy. The Finance Department shall be informed of all such appointments.

6.4.4. TREASURER

- a) Is responsible for establishing, through consultation with the CAO, standards for bid solicitations, purchase orders, contracts, and other documents.
- b) Ensure open, fair, and impartial purchasing processes for goods and/or services.
- c) Ensure compliance with this policy and advise the CAO when there has been non-compliance.

6.5. **REQUIREMENT FOR APPROVED FUNDS**

- a) The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within the budget.
- b) Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to the following:
 - i. The identification and availability of sufficient funds in the appropriate accounts for the current year within the budget;
 - ii. Where the goods and/or services will continue to be required in subsequent years, in the opinion of the Treasurer the required funding can be reasonably expected to be made available; and
 - iii. The contract includes a provision that the supply of goods and/or services in subsequent years is subject to the approval by Council of the budget estimates to meet the proposed expenditures.
 - i. Advertising is not required for services that may be provided only by any of the following licensed professionals: engineers, land surveyors, architects, laboratory professionals, accountants, lawyers, and paralegals.

6.6. **PURCHASING MECHANISMS**

The estimated expenditure value of the goods and/or services requirement will determine the purchasing mechanism to be used as per Schedule “A” “Methods of Procurement”.

6.6.1. PETTY CASH

- a) The purpose is to provide the possibility for each department to purchase goods less than \$149.99 by way of a petty cash fund.

- b) The Treasurer shall have the authority to establish the petty cash funds in such amount as deemed required by a Department.
- c) All purchases made from petty cash shall be approved and coded by the Department Head and submitted to the Finance Department.

6.6.2. CREDIT CARDS

- a) The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or services not exceeding \$10,000.00.
- b) All purchases made with the credit card shall be approved and coded by the Department Head and submitted to the Finance Department.
- c) The Treasurer shall have the authority to establish the maximum spending limit on the credit card in amounts as deemed required by the Department.

6.6.3. SUPPLIER CARDS / ACCOUNTS

- a) The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or services generally not exceeding \$150,000.00.
- b) All purchases made with the supplier card or charged to a supplier account shall be approved and coded by the Department Head and submitted to the Finance Department.
- c) The Treasurer shall have the authority to request maximum spending limits on the supplier cards or accounts in amounts as deemed required by the Department.

6.6.4. CONTRACT

- a) A Department Head or Designate shall be authorized to make purchases of goods and services for estimated expenditures exceeding \$10,000.00 but not exceeding \$150,000.00 from a supplier through the use of a contract, whether formal or informal.
- b) All purchases agreed to by way of a contract shall be approved and coded by the Department Head and submitted to the Finance Department.

6.6.5. REQUEST FOR QUOTATION (RFQ)

- a) A Department Head or Designate shall be authorized to make purchases of goods and services for estimated expenditures exceeding \$25,000.00 but not exceeding \$150,000.00 from a supplier subject to first obtaining three (3) written quotes whenever possible or a Request for Tender. RFQ documents and specifications (as applicable) may be issued by the Department by mail, email and/or facsimile.
- b) When the selected quote or tender exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

6.6.6. REQUEST FOR TENDER (RFT)

- a) The overall objective is to obtain the goods and/or services at the best price from an appropriately qualified supplier. The RFT documents and specifications (as applicable) shall include the requirements as per Schedule B “Request for Tender”.
- b) A Department Head or Designate shall not purchase goods or services exceeding \$150,000.00 without requesting and obtaining sealed tenders unless specifically authorized by Council resolution to do otherwise. A least three (3) tenders shall be obtained whenever possible.
- c) When several departments come together to make purchases of the same type, the value of a minimum of \$150,000.00 will be calculated by department rather than for the total group purchase.
- d) When the selected tender exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.
- e) When the RFT process is completed but the purchase is postponed, the tender results may be used for a twelve (12) month period providing the pricing remains available. When the purchase is made within the twelve months and the amounts are budgeted, the RFT process will continue as if no interruption had taken place. When the purchase is made within the twelve months, but the amount exceeds the budget, the Department Head shall submit a report to the CAO and Council for approval. If the purchase is made after the twelve-month period, the Request for Tender process must be repeated.

6.6.7. REQUEST FOR PROPOSAL (RFP)

- a) The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The RFP documents shall include the main requirements as per Schedule C “Request for Proposal”.
- b) A Department Head shall not purchase goods and/or services exceeding \$150,000.00 without requesting and obtaining sealed proposals for goods and/or services unless specifically authorized by Council resolution to do otherwise. Whenever possible, at least three (3) proposals must be obtained.
- c) A Department Head may use an RFP instead of a RFQ or a RFT when goods or services cannot be precisely stipulated, or when alternative methods are being sought to meet certain requirements of the Municipality.
- d) A Department Head may choose not to open the proposals publicly when a RFP is used.
- e) Proposals may be evaluated with a scoring system where the price is one of the evaluation criteria. In this case, the proposal achieving the highest score based on the set criteria will be awarded the contract, even if it is not the lowest bidder.

- f) A two-envelope proposal process may be used for RFP. Each proposal is submitted in two envelopes with technical and qualitative information shown in the first envelope and the proposal price in the second. The bidder's second envelope is opened only if the first envelope demonstrates that the bidder is qualified. There will be no public opening when a two-envelope process is used.
- g) When the selected proposal exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

6.7. NON-COMPETITIVE PROCESS

- a) A non-competitive process shall only be used if one (1) or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value in the circumstances for the Corporation.
 - i. For any acquisition under \$10,000;
 - ii. When the proposed acquisition is a Sole Source acquisition due to:
 - a. a statutory or market-based monopoly;
 - b. rarity of supply in the market;
 - c. the existence of exclusive rights such as patent, copyright, or licence; or d. the complete items, Services, or systems being unique to one (1) Supplier and no alternatives or substitutes existing within Canada.
- b) When the proposed acquisition is a Single Source acquisition and one (1) or more of the following reasons for selecting a particular Supplier apply:
 - i. the need for compatibility with goods/Services previously acquired and there are no reasonable alternatives, substitutes, or accommodations;
 - ii. the need to avoid violating warranties and guarantees where Services/support is required;
 - iii. the extension of an existing Contract would prove more cost-effective or beneficial;
 - iv. due to market conditions, required goods/Services are in short supply;
 - v. the required goods/Services are to be supplied by a particular Bidder having special knowledge, skill, expertise, or experience, which cannot be provided by any other person; or
 - vi. the nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidential matters.
- c) An attempt to purchase the required goods/Services has been made in good faith, using a competitive Bid process, and has failed to identify a Successful Bidder.
- d) The required goods/Services are to be supplied because of an emergency as covered under section 6.14.

- e) Where it is deemed to be in the best interests of the Corporation to negotiate with the Bidder as covered under section 6.15.
- f) A Sole and Single Source listing will be maintained by each head of department for their department. This list will be submitted to the Finance department annually and can be presented to Council upon request.
- g) All non-competitive purchases over \$100,000 for Goods and Services and over \$250,000 for construction must be recorded in the electronic tendering system as an awarded Contract. To meet the reporting requirements from the Trade Agreements in place, regarding the use of limited tendering for purchases at/or above the threshold, the following information shall be entered into the electronic tendering system:
 - i. the name of Supplier;
 - ii. the value of the Procurement;
 - iii. the kind of goods and services procured; and
 - iv. the circumstances and conditions under which the limited tendering exception is claimed.
- h) In order to ensure proper use of non-competitive purchasing, a post-purchase review will be conducted

6.8. STANDING OFFERS

- a) The purpose of a Standing Offer is to facilitate the purchase of Goods and Services to be supplied on an ongoing basis at a predetermined amount over a defined period.
- b) The Department Head may establish Standing Offers using the applicable bid mechanism based upon the estimated annual expenditure. Standing Offers may also be coordinated and issued by the Finance Department for all municipal departments as applicable.
- c) Standing Offer terms shall not exceed 48 months period from the date of the Standing Offer approval, with the potential extension of an additional 24 months.
- d) Employees shall submit a Declaration of Interest letter when submitting a Bid for a Standing Offer.

6.9. COOPERATIVE PURCHASING

- a) The Corporation may participate in cooperative purchasing where it is in the best interest of the Corporation to do so, and the policies of the cooperative purchase venture are consistent with the Corporation's Procurement Policy.
- b) Where other government agencies have included a piggyback clause in their bid request, and with the contractor(s) approval, the Corporation may piggyback on other government agencies contracts, where it is in the best interest of the Corporation to do so. The Corporation may also allow other government agencies to piggyback contracts

established by the Corporation with the approval of the Corporation's selected Contractor(s).

6.10. DISCRETIONARY POWER

- a) Bidders shall acknowledge that the Municipality shall have the right to reject any or all bids for any reason, or to accept any bid which the Municipality in its sole unfettered discretion deems most profitable. The lowest bid, or any bid, will not necessarily be accepted and the Municipality shall have the unfettered right to:
- i. Accept a non-compliant bid;
 - ii. Accept a bid which is not the lowest bid;
 - iii. Reject a bid that is the lowest bid even if it the only bid received;
 - iv. Request clarification or further information regarding any item in a bid;
 - v. Consider any alternate goods, services, terms or conditions that may be offered, whether such offer is contained in the bid or not;
 - vi. Breakdown a RFP/RFT or any agreement negotiated in connection with same, into multiple parts and accept proposals (or portions thereof) from more than one bidder;
 - vii. Enter into negotiations, at any time before or after a proposal submission deadline, with anyone, in relation to the subject matter hereof;
 - viii. If applicable, reject any bidder's recommendation of any subcontractor or any other third party associated with a bid and jointly, along with such bidder, determine alternate acceptable third parties;
 - ix. Extend or otherwise vary the proposal submission deadline, or any other timeline set out with the RFT/RFP;
 - x. Revise or modify the RFT/RFP;
 - xi. Withdraw or cancel the RFT/RFP in whole or in part, whether having received any response thereto or not;
 - xii. Waive any of the stated requirements set out in a RFT/RFP or request non-compliant proponents to rectify any non-compliance within such time as the Municipality may require.
- b) During the evaluation of the bids, the municipality reserves the right to consider:
- i. Information provided in the bid document itself;
 - ii. Information provided in response to credit and industry reference enquiries set out in the bid;
 - iii. Information received in response to enquiries made by the municipality or third parties, apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;

- iv. The manner in which the bidder provides services to others;
 - v. The experience and qualifications of the bidder's senior management and project management;
 - vi. The bidder's compliance with the municipality's requirements and specifications; and innovative approaches proposed by the bidder in the bid.
- c) The bidder acknowledges that the municipality may rely upon criteria which the municipality deems relevant, even though such criteria may not have been disclosed to the bidder. By submitting a bid, the bidder acknowledges the municipality's rights under this section and absolutely waives any right, or cause of action against the municipality and its consultants, by reason of the municipality's failure to accept the bid submitted by the bidder, whether such right or cause of action arises in contract, negligence or otherwise.

6.11. BID CLOSING AND OPENING

Schedules D and E attached hereto will establish appropriate procedure for submitting bids and procedure for bid irregularities.

6.12. CONDITIONS APPLICABLE TO ALL BIDS

The following conditions apply to all bids:

- a) Bid documents must be submitted and received in the manner specified in the bid request document. No exceptions will be permitted.
- b) Bids received at the designated location later than the specified closing date and time will be returned to the bidder. In the case of sealed bids, the bid will be returned to the bidder unopened. No exceptions will be permitted.
- c) A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received will supersede and invalidate all bids previously received from that bidder.
- d) A bidder may withdraw its bid at any time up to the official closing time by letter bearing its signature and addressed to the CAO.
- e) The CAO or designate must complete Form 2 "Statement of Receipt".
- f) All bids shall first be checked by the Department Head or his designate to ensure that:
 - i. The bidder's name and information included in Form 2 "Statement of Receipt" are correct;
 - ii. Form 1, "Statement by Bidder" is signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual;
 - iii. The correct form has been used;
 - iv. Any other form as requested in the bid request has been included;

- v. Each bid envelope is time and date stamped prior to the bid closing time;
 - vi. The bid deposit is sufficient and in acceptable form;
 - vii. Each item of the bid request has been bid;
 - viii. All extensions and totals for each bid are correct. If an extension or total is incorrect, the employee shall cross out the incorrect figure, enter the correct figure in red and initial the entry. The employee shall initial each bid adjacent to the total certifying that it has been checked and is correct.
 - ix. The bid is free of restrictions or alterations except for those in Section 6.9,f,viii above.
 - x. All other bid request requirements have been met.
- g) Bids may be rejected for the reasons specified in Schedule E “Bid Irregularities Summary”.

6.13. NO-COST PROCUREMENT

- a) A “no-cost” Procurement is Procurement for goods, Services, or Construction where the Corporation will not bear any cost (expense or capital expenditure).
- b) These types of Procurement include:
 - i. Revenue-generating opportunities, and/or
 - ii. Cost passed through to a third (3rd) party.
- c) “No-cost” procurement must be acquired in the same manner and using the same procurement methods and corresponding approval requirements as any procurement that has a cost to the Corporation, depending on the value of the no-cost procurement.

6.14. PURCHASE OF USED EQUIPMENT

- a) Provided that such expenditures have been approved in the budget, a Department Head or Designate is authorized to purchase used equipment that is sold by other municipalities, by private sale or public auction, sold through a vendor or licensed to sell equipment, by sealed bid or by negotiation, provided that:
 - i. The equipment meets or exceeds the departmental requirements;
 - ii. It is documented that it is financially profitable to purchase a used piece of equipment rather than purchase new, and it is deemed acceptable by the Department Head of Designate;
 - iii. If the total expenditure on the used equipment exceeds \$10,000.00, a report shall be submitted to the CAO and Council detailing purchase information and expenses;
 - iv. The Department Head or Designate is exempt from the formal bid process when purchasing used equipment by any of the methods detailed in Section 6.12,a.

6.15. EMERGENCY PURCHASES

- a) In cases of emergency, as determined by the Department Head or the CAO, the purchase of goods and services may be authorized in accordance with this Section.
- b) Where the total cost of the purchase does not exceed \$50,000.00, the Department Head or CAO may authorize the purchase.
- c) Where the total cost of the purchase exceeds \$50,000.00, the CAO may authorize the purchase and a report shall be submitted to Council as soon as reasonably possible setting out the details of the purchase made pursuant to this authority and the circumstances justifying the action take.

6.16. PURCHASE BY NEGOTIATION

- a) A formal bid request process may be waived and a Department Head or Designate may purchase by negotiation with one or more suppliers under the following conditions:
 - i. When market conditions are such that, in the judgment of the Department Head or Designate, the goods are in such short supply that a competitive bidding process will not be possible.
 - ii. When there is only one source of supply, as determined by the CAO or Council;
 - iii. When two or more identical bids have been received and meet the specified requirements, the Department Head or Designate may negotiate with the two lowest bidders, keeping all negotiations fair, ethical and well documented.
 - iv. When the lowest bid meeting specifications exceeds the budgeted estimated costs by at least 10% and it is not either possible or in the best interests of the municipality to issue a new bid request.

6.17. EXEMPTIONS

- a) A Department Head may request exemption from any or all the purchasing policy processes outlined in this policy by submitting a report requesting same to the CAO and Council. Any exemption must be granted in writing and a copy forwarded to the Finance Department.
- b) When the CAO requires an exemption in his capacity as Department Head, he may approve requests below \$50,000 in his capacity as CAO. Such approval shall be brought forward to Council for information purposes as soon as reasonably possible after CAO approval. Any request for exemption over \$50,000 requires Council approval.
- c) When the CAO requires an exemption in his capacity as CAO and not as Department Head, all requests require Council approval.

6.18. EXCLUSIONS

Notwithstanding the requirements of this Policy, the goods and services identified in Schedule F “Exclusions” herein, can be purchased without a competitive process.

6.19. ADVERTISING

Subject to subsection b) below, purchases exceeding \$100,000 for Goods and/or Services and \$250,000 for Construction shall, as a minimum, be advertised.

- a) All formal bid requests will be advertised on the Municipality’s web site from the date that the Bid Solicitation is issued up to and including the date on which the Bid Solicitation close.
- b) Where, in the opinion of the Department Head, it would be effective to do so, information regarding bid request documents shall be advertised in a local newspaper having circulation in all, or a major portion of the County, or applicable publications necessary to comply with all existing statutory regulations. Any requirement exceeding \$100,000.00 must be advertised.
- c) Advertising is not required for a request for proposal by invitation.

6.20. AWARD NOTIFICATION

Contract award notification will be posted on the Bidding System and will be published within seventy-two (72) calendar days of award of Contract. The notification must be posted after the agreement between the successful Supplier and the Organization is executed. Contract award notification must list the name of the Successful Bidder.

6.21. DEBRIEFINGS

Unsuccessful Bidders may request a debriefing in accordance with the instructions in the Bid Request. If a debriefing is requested, it should be scheduled by the Department Head or the Designated Employee in charge of the Bid Request. Debriefings shall not take place until after a Contract has been entered into with the Successful Bidder and notification of award has been posted.

6.22. BID DISPUTE

To maintain the integrity of the process, Bidders who believe they have been treated unfairly in a Bid Request process can make this known by contacting the Department Head or the Designated Employee in charge of the Bid Request, prior to the award of the Contract. A Bid dispute shall be resolved as follows:

- a) A meeting between the Bidder and the Department Head or the Designated Employee in charge of the Bid Request;

- b) If a resolution has not been reached by meeting the Department Head or the Designated Employee, the Bidder may appeal the decision, in writing, to the CAO. The CAO's decision is final.

6.23. BID DEPOSITS

- a) Bid deposits could be required to accompany bids in the following circumstances:
 - i. All bids for municipal construction projects estimated to cost more than \$100,000.00;
 - ii. Special contracts or purchases as deemed appropriate by the Department Head.
- b) Bid deposits shall be no less than 5% of the estimated value of the work before bidding, or an amount equal to a minimum of 5% of the bid submitted.
- c) A bid deposit shall be provided in Canadian currency and in one of the following formats:
 - i. A bid bond issued by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the Municipality as the creditor;
 - ii. A certified cheque made payable to the Municipality;
 - iii. An irrevocable Letter of Credit naming the Municipality as the beneficiary and in a form satisfactory to the Municipality;
 - iv. A money order made payable to the Municipality.
- d) The Municipality does not pay interest on bid deposits.
- e) The bid deposit cheque, money order or bid bond are a guarantee that the contractor or supplier will execute a contract agreement with the Municipality for the delivery of the services, materials or equipment provided for in the applicable bid request documents.
- f) All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Nation Municipality. Unless otherwise mentioned, the Municipality shall return all bid deposits except the lowest bid within twenty (20) working days after the close of the bids, unless some anomalies are found in the analysis of the two lowest bids. In this case, the third lowest bid deposit will be retained. The bid deposits retained by the Municipality shall be released after execution of the contract agreement and submission to the Municipality of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Municipality in its bid request documents within a delay of three weeks after the date of the contract award, the Municipality, in its sole discretion, may cash any bid deposit cheque or money order, or act upon a bid bond in its possession relating to the specific bid request documents for default of the bidder and the Municipality has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted shall have no claim whatsoever against the Municipality for such action taken by the Municipality.

- g) All bid deposits must be signed originals and, in the case of bonds, sealed. No faxes or photocopies will be accepted.
- h) The Municipality is authorized to cash and deposit any bid deposit in its possession that is forfeited because of non-compliance with any of the terms, conditions and/or specifications of a bid.

6.24. SECURITY REQUIREMENTS

- a) Performance, labour and/or material payment and/or maintenance bonds are required for all construction projects exceeding \$100,000.00; bonding amount shall not be less than 50% of the bid amount.
- b) All bonds must be signed originals and sealed. No faxes or photocopies will be accepted.
- c) The above-mentioned bonding requirements may be replaced by any other type of guarantee as approved by the CAO.
- d) Once the contract is granted and where required, the contractor must provide to the Municipality, at his cost, a performance bond in the amount specified in the bid request documents. Such bond shall be deemed satisfactory by the Municipality.
- e) The performance bond shall unconditionally guarantee that the work will be satisfactorily completed, or the materials supplied, or both, within the terms of the contract up to the face value of the bond, that is, the bonding company will be liable whenever the contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications of the contract and a twelve (12) month maintenance guarantee. The bonding company shall NOT replace a prime contractor or sub-contractor without prior approval of the appropriate Department Head or the Municipality's consultant.

6.25. INSURANCE

- a) The following insurance requirements are mandatory for all work undertaken on behalf of The Nation Municipality. The successful contractor shall provide the Municipality with an insurance certificate as follows:
 - i. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence/maximum of \$5 million annual aggregate for any negligent acts or omissions relating to the obligations under the bid request. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use, personal injury, contractual liability, premises, property and operations, non-owned automobile, broad form property damage, owners and contractors protective, occurrence property damage, products broad form completed operations, employees as additional insured (s), contingent employers' liability, tenants legal liability, cross liability and severability of interest clause. If applicable, the commercial general liability insurance policy

shall not contain any exclusions of liability for damage, etc. to properties, buildings or land arising from:

- a. Removal or weakening of support of any property, building or land whether such support is natural or otherwise;
 - b. Use of explosives for blasting;
 - c. Vibration from pile driving, caisson work, if minimum coverage for any such loss or damage is \$5 million;
- b) The Nation Municipality shall be added as an additional insured. The insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
 - c) Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2 million inclusive for each and every loss.
 - d) Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
 - e) Environmental Impairment Liability Insurance with a limit of not less than \$2 million per incident/annual aggregate. Coverage shall include third party bodily injury and property damage including on-site and off-site clean-up. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
 - f) If required, the contractor shall provide and maintain during the term of the contract, Broad Form Builders' Risk and Equipment Breakdown insurance coverage to the full replacement cost of the existing building and all improvement and renovation construction costs. Such insurance shall be written on an All Risks basis including earthquake, flood, sewer backup and testing /commissioning. The policy shall be issued in the name of the contractor and The Nation Municipality as a loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.
 - g) The successful bidder must provide, at its cost, a certificate of insurance verifying the above noted coverage prior to the effective date of the contract, to the satisfaction of the municipality and be in force for the entire contract period.

- h) An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving notice to the Municipality a written notice of thirty (30) days.
- i) The Municipality reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- j) The successful bidder shall indemnify and release the Municipality from any responsibility, loss claims, demands, costs and expenses, including reasonable legal fees, caused wholly or in part by any negligence, acts or omissions whether wilful or otherwise by the bidder, its agents, officers, employees, or other persons for which the bidder is legally responsible.

6.26. INFORMATION TO BIDDERS

- a) All prospective suppliers of goods or services should ensure that they are familiar with the Municipality's Procurement Policy. The policy is available on the municipal website at www.nationmun.ca.
- b) Bidders shall carefully examine and study all the bid request documents, drawings, specifications, work sites (if applicable), etc. to ensure that all conditions affecting the contract and the detailed requirements have been met.
- c) Should a bidder find discrepancies in, or omissions from the bid request documents, or should it be in doubt as to the meaning, it shall clarify them with the appropriate Department Head who may subsequently send an addendum to all bidders. No oral explanation or interpretation will be provided.
- d) Where sub-trades are to be used, a complete list showing the sub-trades' name, owners, phone numbers and addresses shall accompany the bid submission. The cost of the work to be performed by each sub-trade shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Municipality's consultant.
- e) The contractor shall insert the firm's WSIB account number in the space provided on the bid form (as applicable). This number is required to verify the firm's standing with the Board at the time of the recommendation to award this contract.
- f) Any contingency allowance to be included shall be stated by the Municipality and no bidder shall include any other contingency allowance on any bid.
- g) The estimate of quantities as shown in the bid request documents shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Municipality.
- h) Whenever the amount bid for an item in a bid submission does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall prevail, and the amount of the total bid price shall be corrected accordingly.

- i) The unit price or lump sum price for all items in the schedule of quantities and unit prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the special provisions, standards specifications, and additional specifications.
- j) After notification of award, the successful bidder will be responsible for adhering to the following, as applicable to the bid request documents requirements:
 - i. The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSAI clearance letter, as required herein, with the Municipality within three (3) weeks of the date of the contract award and these documents shall be maintained by the Municipality until contract completion.
 - ii. Failure to execute the contract or to file satisfactory bond, insurance policies and WSAI clearance letter as required by the bid request document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Municipality, not as penalty, but in liquidation of damages sustained. The Municipality shall then have the right to award the contract to any other bidder or to reissue the bid request documents.
- k) Payments to the Contractor, holdbacks, and their release, as well as certificates of substantial performance and completion under the contract shall be in full compliance with the provisions of the Construction Lien Act, R.S.O. 1990, unless otherwise specified.
- l) In its bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven (7) days of the receipt of the said certificate, in order to facilitate the holdback release under the substantial performance certificate.
- m) Successful bidders shall be responsible for all permits.
- n) The contract must be completed by the time specifies in the bid request documents or as agreed upon in the contract.

6.27. STATEMENT BY BIDDER

The Statement by Bidder (Form 1 attached) must be completed in full and signed by an individual representing the bidder and a witness is a non-corporation or an authorized representative of the company or a director or officer of the company and the corporate seal, if the bidder is a corporation.

6.28. CONFLICT OF INTEREST

- a) All consultants (e.g. architects, engineers, etc.) retained by the Municipality shall disclose, before accepting an assignment, any potential conflict of interest. If such conflict of interest does exist, the Municipality will, as directed by the Department Head, in its discretion, withhold the assignment from the consultant until the matter is resolved.

The Municipality reserves the right to terminate the assignment in the case of a conflict of interest.

- b) The Corporation shall make no purchase of goods or Services for the personal use of elected or appointed Officials or employees or any member of their respective families.
- c) No employee shall purchase or offer to purchase, on behalf of the Corporation, any goods or Services except in accordance with this Procurement Policy.
- d) No goods or Services shall be purchased from an Officer or employee of the Corporation, or from any associate of such Officer or employee, unless the extent of the interest of such Officer or employee has been fully disclosed and the CAO has approved the purchase.
- e) Every elected official, appointed officer, Employee of the Corporation or member of an Employee's Immediate Family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any Purchase Order or Contract is, or might be awarded, any rebate, gift or money, except:
 - i. Gifts of a very small intrinsic value; or
 - ii. Moderate hospitality during the normal course of business that would not significantly exceed what the Corporation, through the Employee's expense account, would likely provide in return and would not be perceived by others as influencing the making of a business decision
- f) Subject to section 41(c) above, all elected officials, officers or Employees of the Corporation shall declare any Conflicts of Interest to the Chief Administration Officer and shall not be involved in a purchasing process where a Conflict of Interest exists, including, but not limited to:
 - i. Requesting the Goods and/or Services, setting the parameters of the Purchase, evaluating Bids or recommending, deciding or making Awards;
 - ii. Direct contact with those making those purchasing decisions, both in Purchasing Department and the user Department.
- g) Suppliers shall not be allowed to submit a Bid for any Bid Solicitation in which the Supplier has participated in the preparation of the Bid Solicitation, and any such Bid submitted shall be disqualified except where such Supplier has been specifically authorized by Council to participate in such Bid Solicitation.

6.29. ADDITIONAL WORK OR SERVICES

- a) Additional work or services not included in the original bid request, but which are identified and deemed necessary or desirable by the Municipality either prior to, during or after the performance of the services, shall be performed by the service provider subject to the following criteria:
 - i. The Municipality will provide a written description of the additional work, items or services and, where required, detailed plans;

- ii. The service provider will provide a written estimate of the cost to perform the services and shall include:
 - a. The cost of the work or services as per the applicable general conditions; or
 - b. The cost of the work at the same unit cost as set out in the bid; or
 - c. The cost of the work on a cost-plus basis to be agreed upon.
- b) The service provider will set out in writing any impact the additional work or services will have on the project schedule, if any.
 - i. The Municipality shall not be liable for the cost of any additional work performed by the service provider unless such work or services have been authorized in writing by the Municipality.

6.30. LOBBYING RESTRICTIONS

- a) Suppliers, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Corporation's staff and members of Council.
- b) The Corporation may reject any bid by a supplier that engages in such lobbying, without further consideration, and may terminate that Supplier's right to continue in the purchasing process.
- c) During a Bid Solicitation process, all communications shall be made through the Purchasing Department. No Supplier or person acting on behalf of a Supplier or group of Suppliers, shall contact any elected official, consultant, or any Employee of the Corporation to attempt to seek information or to influence the Award.
- d) Elected officials shall refer any inquiries about a Bid Solicitation process to the CAO.

6.31. ACCESS TO INFORMATION

- a) The disclosure of information received relevant to Bid Solicitations or Awards shall be made by the appropriate officers in accordance with the provisions of all relevant privacy legislation including primarily the Municipal Freedom of Information and Protection of Privacy Act, R.S.O1990, c. M.56, as amended.
- b) All Suppliers who contract with the Corporation shall adhere to or exceed the standards set in the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, or other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of the Corporation as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of the Corporation, and all

records thereof which they come into contact with in the course of performing Services or providing Goods to the Corporation.

6.32. EXTENSION OF CONTRACT

Contracts may include extensions to the term of the agreement as set out in the Bid Request. Extending the term of agreement beyond that set out in the Bid Request amounts to a non-competitive procurement where the extension affects value and/or stated deliverables of procurement. In such situations, approval from an appropriate authority as per section 6.3 must be obtained prior to proceeding with the extension.

6.33. SUPPLIERS IN LITIGATION

- a) Except as otherwise permitted in Section 6.29(b), in relation to a previous acquisition or any supply contracts awarded to that supplier or affiliates (s), a bid from a supplier shall be rejected if the supplier, any affiliate of the supplier, or any principal, officer or director of the supplier, directly or indirectly through another corporation or other business entity:
 - i. has commenced and continues at the time of the proposed award to pursue litigation against the Municipality, its elected officials, officers and/or employees; or
 - ii. is a person or entity against whom the Municipality is pursuing litigation at the time of the proposed award.
- b) A bid from a supplier described in Section 6.29(a) may be accepted provided that the CAO has determined that:
 - i. there is an emergency;
 - ii. the acquisition is a sole source acquisition;
 - iii. the Municipality is legally obligated to enter into the contract;
 - iv. where the Municipality has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the Municipality; or
 - v. where the amount in dispute in the litigation does not exceed \$100,000.00, the award of the contract would be in the best interests of the Municipality, based on the consideration of factors that include, but are not limited to:
 - vi. the supplier's performance under previous contracts with the Municipality;
 - vii. the Municipality's claims history with the supplier; and
 - viii. the assessment of the overall risk and total cost in entering a contract with the supplier.

6.34. LOCAL PREFERENCE

- a) The following two legislative documents prohibit municipalities from adopting a Local Preference Policy:
 - i. The Discriminatory Business Practices Act, R.S.O 1990, Chapter D12, as amended; and
 - ii. Chapter 5 of the Agreement on Internal Trade.
- b) The primary objective of the purchasing process is to acquire goods/services at the lowest possible cost, consistent with the demands of suitability, quality, service, and delivery capabilities.
- c) If in the determination of the Department Head, a competitive market exists, and two or more compliant bids are received and are identical in price, and provided suitability, quality, service and delivery are similar, then priority of acceptance may be made first for a local bid, is any, than for a regional bid, is any, otherwise, the “best and final offer” from bidders involved in order to break the tie.

6.35. ENVIRONMENTALLY SOUND ACQUISITIONS

Departments will endeavor to include specifications in Bid Solicitations that provide for energy efficient products, reusable products and products that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are competitively priced.

6.36. ADMINISTRATION

- a) No contract or purchase shall be provided to avoid any requirements of this Procurement Policy.
- b) In all purchases, price shall be the prime selection criteria before any special provisions, additions or deletions are calculated into the bid price, providing that all specification requirements are met. Such specifications are to be generic or described as “equivalent”. All factors influencing the purchasing decision are to be included in the specifications.
- c) The Municipality may participate with other units of government, their agencies or public authorities in co-operative purchase ventures when it is in the best interest of the Municipality to do so and the policies of the co-operative purchase venture are consistent with the Municipality’s Procurement Policy.
- d) Performance evaluations may be undertaken on suppliers.
- e) All original invoices from suppliers shall be authorized before payment. Authorization in the form of signatures of the Department Head or designate and staff denoting clerical accuracy, budgetary or specific resolution approval and indicating that goods

and services were received in good order must be in place. These signatures will be deemed to authorize payment.

- f) Between the last regular meeting of Council in any year and the adoption of the budget estimates for the next year, the Treasurer is authorized to pay the accounts of any ordinary business transactions of the Municipality that are required to maintain services. This shall include the payment of accounts for previously approved capital items and projects.
- g) After the adoption of the budget estimates, the Treasurer is authorized to pay the accounts approved by the Department Head and to pay contract accounts upon receipt of evidence of value received and approval of the Department Head and Council.
- h) Notwithstanding the provisions of this policy, the Municipality shall have the right to reject the lowest or any bid in its absolute discretion. The Municipality also reserves the right to re-issue a bid request document in its original form or as modified to best suit the requirements of the Municipality.
- i) The Municipality shall make no purchase of goods or services for the personal use of elected or appointed officials or employees or any member of their respective families.
- j) No employee shall purchase or offer to purchase, on behalf of the Municipality, any goods or services, except in accordance with this Procurement Policy.
- k) Elected officials shall not approve nor acquire any goods or services.
- l) No goods or services shall be purchased from an officer or employee of the Municipality, or from any associate of such officer or employee, unless the extent of the interest of such officer or employee has been fully disclosed and the CAO has approved the purchase.
- m) The Municipality shall endeavour to standardize all goods and services to allow for bulk purchasing and the related financial economies of scale.
- n) Material Safety Data Sheets (MSDS) must be maintained on file by the user department for all relevant products regardless of how the products are acquired, as per the Occupational Health and Safety Act.
- o) All background information, submitted by suppliers, purchase orders and other relevant information involved in obtaining process for goods and services shall be retained in the originating department as per the Records Retention By-Law #127-2019.

6.37. PROCUREMENT PROCESS REVIEW

- a) The Treasurer may randomly review departmental purchasing related files on an on-going basis to review the effectiveness and integrity of the process as well as compliance with this Procurement Policy.
- b) The CAO may require a complete review of this Procurement Policy for the purpose of evaluating its effectiveness at any time.

7. POLICY REVIEW

The CAO and/or Treasurer shall review the effectiveness of this policy at least every two (2) years to ensure that it is aligned with current best practices and legislative requirements. The result of this review, along with any recommended changes, will be reported to Council for approval. Unless circumstances indicate that a review is required.

8. EFFECTIVE DATE

This amended Procurement of Goods and Services Policy shall take effect on August 12, 2024 and shall replace the former policy number F-2016-03 dated March 14, 2016.

DRAFT

SCHEDULE A

METHODS OF PROCUREMENT

Limit ¹	Budget	Purchasing Mechanism	Type of Bid Request	Source of bid	Approval Authority
\$0 to \$149.99	Included	<input checked="" type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
	Not Included	<input checked="" type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
\$150 to \$10,000	Included	<input type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input checked="" type="checkbox"/> Designated Employee
\$10,000 to \$50,000	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee

Limit	Budget	Purchasing Mechanism	Type of Bid Request	Source of bid	Approval Authority
\$10,00.00 to \$50,000	Not Included	<input checked="" type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
\$50,000 to \$150,000	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input checked="" type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
\$150,000 +	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Formal Agreement	<input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input checked="" type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input checked="" type="checkbox"/> Newspaper or other publication <input checked="" type="checkbox"/> Website	<input type="checkbox"/> Council <input checked="" type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Formal Agreement	<input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input checked="" type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input checked="" type="checkbox"/> Newspaper or other publication <input checked="" type="checkbox"/> Website	<input checked="" type="checkbox"/> Council <input type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee

¹Financial Limits do not include taxes and freight charges.

This schedule does not contain any exceptions. Refer to the policy for possible exceptions.

SCHEDULE B

REQUEST FOR TENDER

The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The Request for Tender document shall include the following main requirements:

1) Instruction to Bidders

This includes all the procedures for the process that includes, but is not limited to:

- The Municipality contact name and phone number for queries;
- Addenda issuance procedures;
- Closing date, location and time;
- Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
- Requirements at time of closing (bid deposit);
- Requirements regarding insurance coverage;
- Discretionary power clause;
- If applicable, additional work or services, supplier in litigation and local preference clauses;
- Terms and conditions as per the Municipal Procurement Policy. The RFT must refer to the Municipality's web site www.nationmun.ca for a copy of the Procurement Policy;
- Form 1 must be included in the RFT documents. The Request for Tender must include the following statement: *"Form 1 must be signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected."*
- Bid deposits and/or bonding requirements;
- Requirements to use Canadian currency for all pricing including in the bid;
- A bid label and the procedure for its use must be included with the RFT documents.

2) Scope/Specifications (as applicable)

- If the product/work requirement can be generally described for information purposes and does not require the bidder to indicate its compliance, the

information can be stated in the RFT under “Scope”. (e.g. supply and delivery paper);

- If the product/work requirement is specific in technological requirements, measurements, etc. that requires the bidder to comply with or to provide a spec sheet of the product/work, then specifications are required. (e.g. for the purchase of a vehicle). Specifications must be specific enough to give all bidders sufficient information to provide a bid that will meet or exceed the requirements but general enough that it allows an equal opportunity to bid.

3) Bid Form

- This provides the bidder with an adequate format to provide unit or lump sum prices matching the description of the product/work requirements;
- Clearly indicate on the bid form if taxes are or are not applicable and if they are to be included or not included in the unit or lump sum price;
- The bid form shall also include an area to provide for the bidder’s signature, company name, company address, telephone number, fax number and email address.

All prospective bidders shall be supplied with one copy of the official Request for Tender documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number, and fax number is to be maintained to facilitate the distribution of potential written addenda.

Closing times for sealed bids will be determined by the Department Head, and shall be submitted to:

The CAO,
The Nation Municipality
958 Route 500 West,
Casselman, ON K0A 1M0

SCHEDULE C

REQUEST FOR PROPOSAL (RFP)

When an evaluation team is used, it should consist of representatives of those parties that have an interest or expertise in the project and its requirements.

The RFP should include but is not limited to the following:

- 1) **Introduction**- some general statements regarding the purpose of the RFP, general background information, historical data, etc.
- 2) **Information for bidders**- this includes all the procedures for the process including, but not limited to:
 - The Nation Municipality contact name and phone number for queries;
 - Closing date, location and time;
 - Addenda issuance;
 - Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
 - Requirements at closing time, submission details, number of copies of bids to be submitted;
 - Requirements regarding insurance coverage;
 - Discretionary power clause;
 - If applicable, additional work or services, supplier in litigation and local preferences clauses;
 - Terms and conditions as per the Municipality's Procurement Policy. The RFP document must refer to the Municipality's web page www.nationmun.ca for the Procurement Policy;
 - Form 1 must be included in the RFP documents. The RFP must include the following statement: "*Form 1 must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected.*"
 - Requirement to use Canadian currency for all pricing included in the bid;
 - A bid label and the procedure for its use must be included with the RFP documents.

- 3) **Scope of Work/Deliverables-** outline the objectives, goals, deliverable requirements, etc.
- 4) **Evaluation Criteria-** detail an outline of the evaluation criteria that will assist the bidders with outlining their submission. The actual weighted ratings do not need to be provided in the RFP document. The evaluation criteria cannot be changed after the bids have been submitted. All prospective bidders shall be supplied with one copy of the official RFP documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number and fax numbers is to be maintained to facilitate the distribution of potential written addenda.
- 5) **Closing times** for sealed bids will be determined by the Department Head and bids will be submitted to:

The CAO,
The Nation Municipality
958 Route 500 West,
Casselman, ON K0A 1M0

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SCHEDULE D

PROCEDURE FOR SUBMITTING BID REQUESTS

Bid Requests must abide by the following procedures:

- All formal bids must be properly signed and sealed if the bidder is a corporation or witnessed if the bidder is an individual and placed in a sealed envelope and submitted to the CAO at the designated location in the Bid Request documents, as specified in the Bid Request documents;
- All sealed bid submissions shall have the date and time of receipt noted on the face of the envelope;
- Sealed bid submissions received later than the time specified will not be accepted. If received by mail, the sealed bid will not be opened and will be returned by regular mail or picked up by the owner from the Clerk's Office.
- When permitted in the Bid Request, electronic bids will be accepted. These bids will be submitted according to the procedure described in the Bid Request. IT services will be responsible for managing the technologies used for receiving electronic bids. The opening of electronic bids will be done on the date and time specified in the Bid Request.
- All sealed bid submissions will be opened at a time announced by the Department as soon after the closing as is practical. Sealed bid submissions openings shall be open to the public. The CAO, Department Head and/or the Treasurer or their respective designates shall attend and the names of those in attendance shall be recorded. When a two-envelope process is used, there shall be no public opening.
- A Department Head may choose not to open the bids publicly when a Request for Proposal is used.
- Upon opening, only the bid prices will be provided unless otherwise noted in the Request for Bid documents. The Municipality reserves the right to verify all bid submissions for requirements and extended prices after the public opening and may reject any non-compliant bids after the opening. No announcement concerning the successful bidder will be made at the opening of bids.
- The Department Head issuing the bid is responsible for notifying the Treasurer or it's designate of the bid request.
- The Municipality reserves the right to reject any or all bids for any reason whatsoever.

- Any bidder will be permitted to withdraw this unopened bid after it has been deposited with the CAO, provided such request for withdrawal is received in writing prior to the time appointed for the bid opening. Following withdrawal, the bidder may resubmit a new bid. Bids may be withdrawn and resubmitted only within the timeframe allowed by the RFP or RFT.
- More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
- Bids that are incomplete, conditional, or obscure, or that contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as non-compliant. A bidder may, however, submit alternative prices on any item for consideration. The Municipality reserves the right to waive informalities in its discretion. The Municipality shall be the sole judge of such matters.
- Bids containing mathematical errors and are likely to adversely affect the interests of the Municipality may be rejected. The Municipality shall be the sole judge of such matters.
- All bids must be on the form provided by the Municipality. The form must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual. A bid submitted by a corporation shall bear the corporate seal and the signature of a duly authorized officer or officers who may be required to present evidence of his or their authority to sign. Where a bid is a joint venture, each corporation shall comply individually with this direction.

SCHEDULE E

BID IRREGULARITIES SUMMARY

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
1	Late bids by any amount of time	X		Automatic rejection
2	Form 1, Statement of Bidder is missing or not signed. Form 1 is considered not signed when the signature of an authorized person or the corporate seal is missing if a Corporation and if the signature or the witness's signature is missing if an individual.	X		Automatic rejection
3	Bids completed in pencil	X		Automatic rejection
4	Bid deposit not submitted with the bid when the Bid Request (or any addenda) indicated that such is required	X		Automatic rejection
5	<p>EXECUTION OF AGREEMENT TO BOND</p> <p>a) The Bond Company's corporate seal or equivalent proof of authority to bind the company signature is missing</p> <p>b) Surety company is not licensed to do business in Ontario</p>	X		Automatic rejection
6	<p>EXECUTION OF BID BONDS</p> <p>a) Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both is missing</p> <p>b) Corporate seal or equivalent proof of authority to bind company or signature of BONDING COMPANY is missing</p>	X		Automatic rejection
7	<p>OTHER BID SECURITY</p> <p>Cheque which has not been certified</p>	X		Automatic rejection
8	Bidders not attending mandatory site meeting(s)	X		Automatic rejection

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
9	Unsealed tender envelopes	X		Automatic rejection
10	Pricing or signature pages missing	X		Automatic rejection
11	Insufficient financial security (i.e. no deposit or Bid Bond or insufficient deposit)	X		Automatic rejection
12	Bids received on documents other than those provided in the Bid Request		X	Acceptable unless specified otherwise in the request
13	EXECUTION OF BID DOCUMENT Bond company corporate seal or equivalent proof of authority to bind company or signature missing	X		Automatic rejection
14	Part bids (all items not properly completed)	X		Only permitted if part bids were allowed in the Bid Request
15	Bids containing minor clerical errors		X	Municipality reserves the right to waive initialling and accept the bid
16	Uninitiated changes to the bid which are minor (i.e. Bidder's address is amended by overwriting but not initialled)		X	Municipality reserves the right to waive initialling and accept the bid
17	Alternate items bid in whole or in part		X	Available for further consideration unless specified otherwise in the request
18	Unit prices in the schedule of prices have been changed but not initialled		X	Municipality reserves the right to waive initialling and accept the bid

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
19	Other mathematical errors which are not consistent with the unit prices		X	Unit prices will govern
20	Pages requiring completion of information by vendor are missing		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable
21	Bid documents which suggest that the bidder has made a major mistake in calculations or the bid		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable

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SCHEDULE F

EXCLUSIONS

- 1) Payments made in accordance with salaries and payroll benefits, including temporary help agency employees and providers as authorized by Council.
- 2) Expenditures for training and education such as but not limited to:
 - i) Attendance at conferences, seminars, courses, and conventions
 - ii) Subscriptions to books, magazines, and periodicals
 - iii) Membership fees
 - iv) Fees for trainers/facilitators
- 3) Refundable Employee expenses such as but not limited to :
 - i) Meal allowances
 - ii) Travel and entertainment
 - iii) Miscellaneous expenses
- 4) General expenses such as but not limited to :
 - i) Licenses (vehicles, information systems, etc.)
 - ii) Debenture payments
 - iii) Interest on temporary bank loans and bank charges
 - iv) Insurance deductible and adjustor's fees
 - v) Grants or contributions to agencies
 - vi) Payments made to partners with whom a signed contract is currently in place for the exchange or the delivery of good and/or services
 - vii) Damage claims
 - viii) Petty cash replenishment
 - ix) Tax remittances

- x) Inter-department charges
 - xi) Payment to or on behalf of individuals in regard to programs authorized by Council.
- 5) Professional and Special Services, committee related fees
- 6) Utilities such as but not limited to :
- i) Water and Sewage
 - ii) Taxes
 - iii) Electricity
 - iv) Gas
 - v) Telephone
 - vi) Internet connection
 - vii) Mandatory inspections made by governmental and/or public utilities agencies
- 7) Postal charges and delivery services
- 8) Specific payments as authorized by Council such as but not limited to:
- i) Land purchases
 - ii) Expropriations
 - iii) Insurance premiums
 - iv) External auditors
 - v) Legal services
 - vi) Consultants
 - vii) Property assessment

THE CORPORATION OF THE NATION MUNICIPALITY

FORM 1 - STATEMENT BY BIDDER

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package and in the Municipality's Procurement Policy in force.
2. I/We have read and understand all terms and conditions of all forms included as part of this bid package as well as the Municipality's Procurement Policy in force.
3. I/We understand that if our bid is chosen, all requirements of the successful bidder as outlined in this bid package as well as in the Municipality's Procurement in force will be completed by the time and in the format required.
4. If the Bid is accepted, I (we) agree to provide the insurance and all documentation, as required, and specified by the Bid Request Document(s).
5. If I am (we are) the Successful Bidder, I (we) agree to provide all Supplies, Services, and/or Construction as more specifically set out and in accordance with the Corporation's Bid Request document(s), including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Corporation), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
6. I (We) certify that this Bid is made without any connections, knowledge, and comparison of figures or arrangements with any other company, firm, or person making a Bid for the same work and is in all respects fair and without collusion or fraud.
7. I (We) do hereby Bid and offer to enter a Contract to do all the work as specified in the Bid Request document(s) which shall include all costs but are not limited to freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
8. If I (we) withdraw this Bid before the formal Contract is executed by the Successful Bidder for the said work or sixty (60) calendar days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this Bid) shall be forfeited to the Corporation.
9. I (We) (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Corporation.
10. I (We) hereby confirm that any and all workers performing work under this Contract have been properly trained under the *Occupational Health and Safety Act* and that every

Supervisor appointed is a “competent person” as defined in the *Act*. Furthermore, I (we) confirm that all work shall be in compliance with the *Act’s* regulations. ADM-019 Procurement Policy 43

11. I (We) agree to perform the work in compliance with the required completion schedule stated in the Bid Request document(s), or if no schedule is stated, to attain substantial performance of the work in compliance with the required completion schedule stated in the Bid Request document(s).
12. I (We) certify that I am (we are) not a party or privy to any deceit to mislead the Corporation into accepting this Bid as a truly competitive Bid whether to the prejudice, injury, or benefit of the Corporation.
13. I (We), including Non-Resident Bidder, shall comply with all Federal, Provincial (Ontario), and Municipal Laws, Acts, Ordinances, Regulations, and By-laws, which in any way pertain to the Services and/or Supplies outlined in the Bid Request or to the Employees of the Bidder.
14. I (We), including Non-Resident Bidder, shall charge applicable HST for Ontario.

Dated at _____ this _____ day _____ of _____ 20 ____ .

CORPORATION

Signature of Authorized person

Name & position (please print)

SEAL

OTHER THAN A CORPORATION

Signature of Authorized person

Name & position (please print)

Witness signature

APPENDIX C

Sale of Land Policy



FINANCE DEPARTMENT POLICY

Policy number: F-2024-02

Policy name: Sale of Land

Adopted on: August 12, 2024

By-law number: 105-2024

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1. POLICY STATEMENT

- a) This policy establishes the guidelines and procedures for the sale of land by The Corporation of the Nation Municipality (The Corporation) to ensure a systematic, transparent, and accountable method for the disposal of Corporation-owned assets in accordance with all appropriate laws, regulations, and accounting standards.

2. PURPOSE

- a) The Corporation is committed to ensuring its assets are safeguarded, tracked, and disposed of effectively and efficiently.

3. SCOPE

- a) This policy applies to the sale and disposal of surplus land and road allowances owned by The Corporation.

4. LEGISLATIVE AUTHORITY

- a) Municipal Act, 2001, S.O. 2001, c.25, as amended.

5. DEFINITIONS

- a) **“Abutting”** – a parcel of land adjoining another parcel of land having one (1) or more lines in common.
- b) **“Act”** - the *Municipal Act, 2001*, S. O. 2001, c .25, as amended.
- c) **“Appraisal”** - a written opinion/letter of opinion as to the consideration that the Assets might be expected to realize if sold on the open market by a willing seller to a willing buyer.
- d) **“Buildable Lot”** – land of sufficient size (including frontage and area) to permit the lands to be utilized as an individual parcel of land.
- e) **“Chief Administrative Officer”** (CAO) - the Chief Administrative Officer of The Corporation.
- f) **“Clerk”** - the Clerk of The Corporation.
- g) **“Council”** - the Council of the Corporation of the Nation Municipality.
- h) **“Disposal”** - the sale or exchange for other assets, or the lease of assets for a term exceeding 21 years, of any portion of The Corporation's surplus assets but does not include the granting of an easement or a right-of-way.
- i) **“Land”** – Encompasses all types of real estate and property interest, including but not limited to community land, vacant land, operational land, road reserves, any legal

interest in land, and any other land-related assets. This also includes all associated buildings and structures whether for community use or operational purposes.

- j) **“Sale”** - includes the sale, transfer, or conveyance of assets by The Corporation. Sale does not include a Quit Claim Deed made by The Corporation for the purpose of correcting or clarifying title or boundaries of its assets or of assets not owned by The Corporation.
- k) **“Surplus Assets”** – Land no longer required by The Corporation.

6. RESPONSIBILITIES

- a) **Council**– Approves this Policy and any amendments.
- b) **CAO** – Oversees the implementation of the policy and reports to council.
- c) **Treasurer** – In conjunction with the CAO, oversees the implementation of this policy and manages the financial aspects of the asset disposal.
- d) **Department Head** – Determines which assets should be disposed of and assesses their value whenever feasible.

7. EXEMPTIONS

- a) This policy does not apply to the following:
 - i. A Disposal of Assets pursuant to Section 110 of the *Municipal Act, 2001*, (municipal capital facilities).
 - ii. Disposals as part of a municipal tax sale pursuant to Part XI of the *Municipal Act, 2001* (Sale of Assets for Tax Arrears).
 - iii. Disposals conducted pursuant to a Planning Act application or approval, which Disposal is governed by a consent agreement, subdivision agreement, or site plan agreement.
 - iv. Disposals to the Crown in the Right of Ontario or Canada, or any government agency or authority; and
 - v. Disposals of an easement to a public utility.

8. PRINCIPLES

- a) Municipal Lands will be sold or disposed of in accordance with this Policy, unless Council passes a resolution to waive the requirements.
- b) No Municipal Lands with water frontage shall be sold unless such sale is for the good of the municipality as a whole.

- c) No municipal road allowances shall be sold unless such sale is for the good of the municipality as a whole.
- d) No Municipal Land shall be sold until examined by the Municipality for the feasibility for potential current needs or future needs.
- e) No Municipal Land shall be declared surplus without taking into consideration Council priorities.
- f) Sale and disposition of Municipal Lands will be conducted in a fair and accountable manner.

9. SALE OF ASSETS PROCEDURES

- a) The following procedures shall apply to the disposal of Land by the municipality:
 - i. Commencement Disposal of Land
 - ii. Declaration of Surplus Land (except where exempt)
 - iii. Determination of method of Sale
 - iv. Determination of the value of the Land (except where exempt)
 - v. Determination of sale price
 - vi. Notice to the public (except where exempt)

9.1. Commencement Disposal of Land

- a) Land disposal may be initiated in response to public inquiries, unsolicited offers, as the result of internal municipal actions and decisions of Council, or when an asset is deemed surplus or no longer required by The Corporation.
- b) A decision to dispose of an asset should only be made after a benefit and risk analysis of the proposed disposal, including consideration of the following factors with regards to the asset:
 - i. The current market value;
 - ii. The usefulness;
 - iii. Any alternative future use;
 - iv. The annual cost of maintenance;
 - v. The positive and negative impacts the sale or disposal of the asset may have on the community;
 - vi. Any cultural or historical significance;

- vii. The long-term plans and strategic direction of the Corporation (for example, meeting the objectives of the Council Plan, Strategic Resource Plan, and Asset Management Plans);
 - viii. The results of any community consultation process;
 - ix. Any restrictions on the proposed disposal; and
 - x. Any other relevant policies.
- c) Before deciding whether to sell land, the Corporation's council will receive and consider a report from the CAO, the Treasurer and/or the Head of Department involved. The report will include an assessment of relevant factors including those outlined above.

9.2. Declaration of Surplus Land

- a) Land must be declared surplus to the needs of the municipality by by-law or resolution passed at a meeting open to the public.
- b) The passage of a resolution or by-law declaring land to be surplus does not obligate the municipality to dispose of such lands and such a declaration may be rescinded by resolution or by-law at any time prior to the completion of the disposal.

9.3. Determination of Method of Sale

- a) Assets may be sold by public tender, by public auction, by listing with a real estate firm or broker, by offer to adjacent assets owner(s) or in such other appropriate manner as may be determined by the CAO.

9.3.1. Sale By Public Tender

- a) If Assets are to be disposed of by public tender, the following shall apply
 - i. Costs incurred or anticipated to dispose of the Land such as but not limited to legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, and improvements shall be determined.
 - ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in Clause i above. Notwithstanding the foregoing, Council may accept an amount less than or higher than the estimated bid.
 - iii. An advertisement shall be placed in a newspaper or a regular publication that is, in the Clerk's opinion, of sufficient general circulation and/or by posting notice on the Municipality's website. The advertisement shall include a brief description of the Land and shall specify the final date that offers will be accepted and shall

include the following statement "the highest or any offer may not necessarily be accepted".

- iv. The tender documents shall be delivered in person to the Clerk's office by the date and time specified on the notice. Tenders will be opened in public at the time prescribed on the last date for receiving tenders.
- v. The tender documents shall be accompanied by a deposit of at least 20 per cent of the tender amount, which deposit shall be made by way of money order or by way of bank draft or cheque certified by a bank, trust corporation or Province of Ontario Savings Office.
- vi. A proposed Sale or Disposal of Land will not proceed to Council for consideration until after twenty-one (21) calendar days from the date on which the advertisement required by 9,2 .3 above is made.

9.3.2. Sale By Public Auction

- a) If Assets is to be Disposed of by public auction the following shall apply
 - i. Costs incurred or anticipated to dispose of the Assets such as but not limited to legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, commission, and improvements shall be determined.
 - ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in the clause above. Notwithstanding the foregoing, an amount less than or higher than the estimated bid may be accepted.
 - iii. An advertisement shall be placed on the public auction website and by posting notice on the Municipality's website and social media channels. The advertisement on the public auction website shall include a brief description of the asset and shall specify the minimum bid and the final date that offers will be accepted. The advertisement on the municipal website and social media channels will provide the link to the public auction website.
 - iv. The bill of sale will be provided by the public auctioneer at time of sale and a copy must be retained by the municipality as evidence of the sale.

9.3.3. Disposal By Listing With A Real Estate Agent, Firm Or Broker

- a) Should Council determine to engage a real estate firm or broker to dispose of the Assets, the following shall apply:
 - i. Costs incurred or anticipated to dispose of the Assets such as but not limited to legal fees, commissions, survey fees, valuation fees, encumbrances, advertising and improvements shall be determined.

- ii. A listing price shall be determined which shall not be less than the appraised value plus the additional costs referred to in Section 9.4.
- iii. The CAO shall be authorized to sign the listing agreement.
- iv. The offers shall be submitted to the CAO on a standard offer to purchase form or document drafted by a lawyer.
- v. The Municipality may in its sole and absolute discretion prepare and present counteroffer(s).
- vi. All final offers shall be submitted to Council for approval of the Sale price.

9.3.4. Disposal Directly To An Abutting Assets Owner

- a) Should Council determine to sell the Assets directly to an abutting assets owner the following shall apply:
 - i. Costs incurred or anticipated to dispose of the Assets such as but not limited to legal fees, administrative fees, survey, valuation fees, encumbrances, advertising, and improvements shall be determined.
 - ii. An estimated purchase amount shall be determined which shall not be less than the valued amount plus the additional costs referred to above.
 - iii. Notwithstanding the foregoing Council may accept an amount less than the estimated purchase amount.
- b) Subject to the provisions of Section 106 of the Act, Council may authorize the Sale of Land for less than the fair market value if in the opinion of Council it is appropriate to sell the Assets for less than fair market value.

9.4. Valuation

- a) Where assets need to be valued, the CAO or the Treasurer shall select a method of valuation from the following, including but not limited to:
 - i. An Appraisal or an opinion by an independent qualified appraiser.
 - ii. An opinion of value by a licensed real estate agent; or,
 - iii. Such other means as may be specifically determined as appropriate in the circumstances.
- b) All such values shall be determined by an independent third party who does not have an interest in the disposal or purchase of the assets.

- c) An evaluation is not required for the following classes of land:
 - i. Closed highways if sold to an owner of land abutting the closed highways;
 - ii. Land formerly used for railway lines if sold to an owner of land abutting the former railway land;
 - iii. Land repurchased by an owner in accordance with Section 42 of the Expropriations Act;
 - iv. Easements granted to public utilities or to telephone companies;
 - v. Land sold/transferred to another municipality;
 - vi. Land sold/transferred to a Local Board including a School Board or Conservation Authority;
 - vii. Land sold/transferred to the Crown in Right of Ontario or Canada or their agents.

9.5. Determination Of Sale Price and Terms of Sale

- a) Generally, Land sale price shall be determined in accordance with Section 9.4, Valuation. Where the Lands are exempt from Valuation, the sale price shall be determined by the CAO or delegate.
- b) Council may authorize the Sale of Land for less or greater than the Valuation of CAO's determination of sale price, if in the opinion of Council, it is in the best interest of the Municipality or otherwise fair and reasonable.
- c) All Land, with or without improvements, shall be sold on an "as is" basis unless Council determines otherwise.
- d) Any survey and/or reference plan required shall be obtained at the expense of the purchaser(s) unless Council by resolution otherwise determines.
- e) Council may impose conditions of Sale if deemed appropriate.
- f) The Municipality is under no obligation by virtue of the Sale of Land to grant any approvals, including approvals for changes to the Official Plan or zoning by-law or with respect to the site plan control, minor variances, and building permits, or to support approvals required by any other approval authority, which may be necessary for any contemplated use of the Land by the Purchaser.

9.6. Notice

- a) Before selling the Land, notice of the intent to sell shall be given to the public by at least one of the following:
 - i. Posting notice on the municipal website; and/or
 - ii. Posting notice in the local newspaper; and/or

- iii. Posting notice on the municipal website through the Council Agenda.
- b) Notwithstanding the notice provisions above, the CAO or designate may provide additional notice in order to gain maximum exposure.
- c) This notice shall be given at least fourteen (14) days prior to the council meeting which includes this item on the agenda. The notice shall include the following:
 - i. A legal description of the Land, municipal address and location map which is deemed sufficient to identify the lands as well as the date on which the resolution or by-law declared the lands to be surplus was/will be passed;
 - ii. A
 - iii. Specifications as to where to submit comments;
 - iv. Final date for submitting comments;
- d) Notwithstanding the notice provisions above, Council may waive the requirement of a published notice for the sale of Land directly to an abutting asset owner if they deem this appropriate.
- e) Where Land proposed to be disposed falls within one of the categories below, notice to the public shall be deemed to be sufficiently given by including a report dealing with such Disposal as part of the agenda of the Council meeting at which the intended Disposal is to be considered by Council:
 - i. Closed highways if sold to an owner of land abutting the closed highways ;
 - ii. Land formerly used for railway lines if sold to an owner of land abutting the former railway land ;
 - iii. Land that does not have direct access to a highway if sold to the owner of land abutting that Land ;
 - iv. Land repurchased by an owner in accordance with Section 42 of the Expropriations Act.
 - v. Easements granted to public utilities or to telephone companies .
 - vi. Land sold/transferred to another municipality .
 - vii. Land sold/transferred to a Local Board including a School Board or Conservation Authority.
 - viii. Land sold/transferred to the Crown in Right of Ontario or Canada or their agents.

10. DISPOSAL OF BUILDABLE LOTS

- a) When it has been established that a buildable lot is property that is surplus to the municipality's requirements, Council shall establish the purchase price of the buildable lot after reviewing an appraisal prepared for the property to be disposed of. Appraisals may be conducted by either an accredited land appraiser or a licensed real estate agent.
- b) Notwithstanding Section a) above, Council may establish the purchase price of a buildable lot.
- c) The sale may, in Council's sole discretion, be conducted by way of:
 - i. Direct negotiation with the abutting landowners;
 - ii. Invitation of tenders;
 - iii. Placement with a real estate broker;
 - iv. Advertising on the Municipality's website; and/or
 - v. Advertising on the buildable lot.
- d) Prior to accepting offers of purchase, notice for the disposal of a buildable lot shall be by publication once a week for two (2) consecutive weeks in a newspaper having general circulation in the local area and/or on the Corporation's social media sites and/or website. The notice shall advise of the proposed sale and provide information as to where and when comments may be submitted.

11. COSTS

- a) The municipality may require the purchaser to be solely responsible for the municipality's costs incurred to dispose of any Property, which costs may include but are not limited to legal, survey appraisal, removal of encumbrances, advertising and improvements, and administration fees.

12. OFFER EVALUATION, ACCEPTANCE OF OFFERS AND CERTIFICATE OF COMPLIANCE

- a) All bids, proposals and offers shall be presented to Council unless Council has given direction to staff to negotiate the disposition by another method.
- b) Council shall have the authority to determine the successful offer. Council shall pass a by-law authorizing the disposition and directing the Mayor and Clerk to execute an Agreement of Purchase and Sale, in consultation with the Town Solicitor and other appropriate staff as needed.

- c) The Purchaser shall be responsible for paying an administrative fee for the completion of the Purchase and Sale process in accordance with the Town's User Fees and Charges By-Law as may be amended from time to time.
- d) Council reserves the right to accept an offer less than the appraised value including costs where, in the opinion of Council, it is in the best interests of the municipality to do so.
- e) Upon completion of the disposal process and on the recommendation of the Chief Administrative Officer, the Town Clerk shall issue a certificate verifying compliance with the provisions of this Policy in the prescribed form as outlined in "Schedule B"

13. HOUSEKEEPING AMENDMENTS

- a) The Clerk is hereby authorized to make such minor amendments to this Policy as are necessary to ensure continued compliance with provincial legislation and Council-ratified operating procedures.

14. ERRORS OR OMISSIONS

- a) It is acknowledged that any error or omission in following the procedures and policies, which error or omission was not the result of bad faith on behalf of the Municipality, will not render such Disposal invalid or void.

15. POLICY REVIEW

- a) The CAO and/or Treasurer shall review the effectiveness of this policy at least every five (5) years to ensure that it is aligned with current best practices and legislative requirements. The result of this review, along with any recommended changes, will be reported to Council for approval. Unless circumstances indicate that a review is required.

16. EFFECTIVE DATE

- a) This Sale of Land Policy shall take effect on August 12, 2024 and shall replace any former policies in place.

17. ATTACHMENTS

- a) Schedule A: Certificate of Compliance Template
- b) Schedule B: Proposal to Purchase Municipal-Owned Lands Application

SCHEDULE A - Certificate of Compliance Template

Pursuant to Section 270 of the Municipal Act, 2001, S.O. 2001, c.25 as amended in the disposition of land described as:

(Full description may be attached)

I, _____, Municipal Clerk of the Corporation of the Nation Municipality certify as follows:

1. That the Council of the Corporation of the Nation Municipality enacted and passed By-law No. 105-2024 on August 12, 2024 being a by-law to repeal and replace By-Law No. 78-2005 (Sale of Land).
2. That this By-Law was in full force and effect on the date of the sale of the land described above.
3. That a valuation of the fair market value of the land was obtained on _____.

OR

4. That the land sale is exempt from the requirement to obtain an appraisal of its fair market value under the following exemption:

Exemptions	
	7.2.1.1 Closed highways if sold to an owner of abutting land;
	7.2.1.2 Land formerly used for railway lines if sold to an owner of abutting land;
	7.2.1.3 Land that does not have direct access to a highway if sold to the owner of abutting land;
	7.2.1.4 Land transferred to another municipality or the Crown in right of Ontario or Canada including their local boards and agencies.

5. That public notice of intent to sell the land was given on the following dates and by the following method(s):

Method(s)	Date
Posting on the municipal website	
Circulation to local news media outlets	
Publication in the local newspaper	
Other:	

Signature _____

Date _____

(Seal)

DRAFT

SCHEDULE B – Proposal to Purchase Municipal-Owned Lands Application Template

Contact Information

Name	
Mailing Address	
Phone Number	
Email Address	

Information on Property of Interest

Civic Address (if applicable)	
Description (Size, Location, etc) *You may attach a map/sketch (if applicable)	
Existing Use	
Proposed Use	

Do you own a property that abuts the property of interest identified above? (Circle one)	Yes	No	Unsure
Do you believe that there are other individuals/organizations which may have interest in purchasing the property of interest identified above? (Circle one)	Yes	No	Unsure

Pre-Consultation

Have you pre-consulted with the Town Planner concerning this application to purchase surplus land?	Yes	No
--	-----	----

Additional Comments

I, _____ (print name), have reviewed the Sale of Land Policy and understand all associated conditions and fees which apply to a municipal land purchase.

Signature: _____

Declared before me
At the Corporation of the Nation Municipality
in the United Counties of Prescott and Russell
this _____ day of _____.

Signature of Commissioner: _____

Commissioner's Stamp:

APPENDIX D

Disposal of Non-Land Assets Policy



FINANCE DEPARTMENT POLICY

Policy number: F-2024-03

Policy name: Disposal of Non-Land Assets

Adopted on: August 12, 2024

By-Law number: 104-2024

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1. POLICY STATEMENT

- a) This policy establishes the guidelines and procedures for the sale and disposal of non-land municipal assets by The Corporation of the Nation Municipality (The Corporation) to ensure a systematic, transparent, and accountable method for the disposal of Corporation-owned non-land assets in accordance with all appropriate laws, regulations, and accounting standards.

2. PURPOSE

- a) The Corporation is committed to ensuring its assets are safeguarded, tracked, and disposed of effectively and efficiently. This policy has been established to:
 - i. Provide oversight to the transfer, sale or disposal of assets;
 - ii. Encourage reuse and recycling of assets;
 - iii. Ensure that the environmental impact of disposal is considered;
 - iv. Ensure that disposals are documented and that proceeds are appropriately distributed;
 - v. Ensure that disposals comply with the requirements of external funding agencies and donors; and
 - vi. Achieve maximum benefit from assets which are of no further use to The Corporation.
- b) Property disposal may be initiated when an asset is deemed surplus or no longer required by The Corporation.

3. SCOPE

- a) This policy applies to capital and non-capital non-land assets belonging to The Corporation.

4. LEGISLATIVE AUTHORITY

- a) Municipal Act, 2001, S.O. 2001, c.25, as amended.

5. DEFINITIONS

- a) “**Act**” - the Municipal Act, 2001, S. O. 2001, c .25, as amended.
- b) “**Appraisal**” - a written opinion/letter of opinion as to the consideration that the Assets might be expected to realize if sold on the open market by a willing seller to a willing buyer.

- c) **“Asset”** – Any tangible item of economic value owned by the municipality with a life expectancy greater than one year required for conducting normal operations.
- d) **“As Is – Where Is”** A condition of a sale where an asset is being sold in its existing state and condition and the buyer accepts it with all its faults and defects, whether immediately apparent. No warranties are expressed or implied by the seller.
- e) **“Chief Administrative Officer”** (CAO) - the Chief Administrative Officer of The Corporation.
- f) **“Clerk”** - the Clerk of The Corporation.
- g) **“Council”** - the Council of the Corporation of the Nation Municipality.
- h) **“Disposal”** - the sale or exchange for other assets, or the lease of assets for a term exceeding 21 years, of any portion of The Corporation's surplus assets but does not include the granting of an easement or a right-of-way.
- i) **“Local Board”** - a local board as defined in the Municipal Act, 2001, S. O. 2001, c.25, as amended.
- j) **“Non-Capital Asset”** – The following items are considered non-capital assets:
 - i. Furniture, equipment, computers, books, and vehicles valued at less than \$3,000 (including net HST)
 - ii. An operating lease where ownership of the equipment will never transfer to The Corporation
 - iii. Software licenses and maintenance agreements subject to renewal usually on an annual basis
 - iv. Items purchased for resale
 - v. Items whose useful life is less than 2 years
- k) **“Obsolete Assets”** – Equipment in working order but no longer adequate to meet current operating
- l) **“Sale”** - includes the sale, transfer, or conveyance of assets by The Corporation. Sale does not include a Quit Claim Deed made by The Corporation for the purpose of correcting or clarifying title or boundaries of its assets or of assets not owned by The Corporation.
- m) **“Salvaged Materials”** – Re-claimed building materials from construction, renovation or demolition projects.
- n) **“Scrap”** – Damaged or unusable equipment valued for its basic material content (eg, vehicle valued for metal content).

- o) “**Surplus Assets**” – Equipment in good working order but no longer required by The Corporation.

6. RESPONSIBILITIES

- a) **Council**– Approves this Policy and any amendments.
- b) **CAO** – Oversees the implementation of the policy and reports to council.
- c) **Treasurer** – In conjunction with the CAO, oversees the implementation of this policy and manages the financial aspects of the asset disposal.
- d) **Department Head** – Determines which assets should be disposed of and assesses their value whenever feasible.

7. EXEMPTIONS

- a) This policy does not apply to the following classes of asset disposals:
 - i. A Disposal of Assets pursuant to Section 110 of the *Municipal Act, 2001*, (municipal capital facilities).
 - ii. A Disposal of Assets to be used for the establishment and carrying on of industries and industrial operations and incidental uses.
 - iii. Disposals as part of a municipal tax sale pursuant to Part XI of the Municipal Act, 2001 (Sale of Assets for Tax Arrears).
 - iv. Disposals conducted pursuant to a Planning Act application or approval, which Disposal is governed by a consent agreement, subdivision agreement, or site plan agreement.
 - v. Disposals to the Crown in the Right of Ontario or Canada, or any government agency or authority; and
 - vi. Disposals of an easement to a public utility.
 - vii. Disposals of municipal land.

8. SALE OF ASSETS PROCEDURES

- a) The Municipality may dispose of assets when they are deemed surplus or no longer required.
- b) When a Department declares an asset surplus or no longer required, it shall first be offered at to the other departments at fair market value or a price agreed upon by both departments as reasonable and fair.
- c) When purchasing a comparable item, it will be permitted to give the item as a trade-in, subject to a reasonable credit from the supplier.

- d) If equipment, furniture, machinery or other similar items become surplus to the needs of the Department and no other Department requires it and/or it cannot be given in as trade-in, the head of the Department shall submit for the CAO's approval a form that will provide:
- i. A full description of the item;
 - ii. The price and date of purchase (if known)
 - iii. The reasons why the item is no longer required
 - iv. The suggested selling price
 - v. The proposed disposal method

8.1. Consideration Prior to Disposal of Assets

- a) A decision to dispose of an asset should only be made after a benefit and risk analysis of the proposed disposal, including consideration of the following factors with regards to the asset:
- i. The current market value;
 - ii. The usefulness;
 - iii. The remaining useful life;
 - iv. Any alternative future use;
 - v. The annual cost of maintenance;
 - vi. Any duplication of the asset or service provided;
 - vii. The benefits of community organization ownership compared to those resulting from the asset remaining in the Corporation's ownership;
 - viii. Any cultural or historical significance;
 - ix. The long-term plans and strategic direction of the Corporation (for example, meeting the objectives of the Council Plan, Strategic Resource Plan, and Asset Management Plans);
 - x. The results of any community consultation process;
 - xi. Any restrictions on the proposed disposal; and
 - xii. Any other relevant policies.
- b) Before deciding whether to sell buildings, the Corporation's council will receive and consider a report from the CAO, the Treasurer and/or the Head of Department involved. The report will include an assessment of relevant factors including those outlined above.

8.2. Preparing the Asset for Disposal or Sale

- a) An inspection must be carried out to ensure assets do not contain:
 - i. Additional items not intended for sale;
 - ii. Confidential documents (records, files, papers);
 - iii. Documents on municipal letterhead or which may be used for fraudulent purposes;
 - iv. Hard drives which have contained Corporation-operated software (which could lead to a breach of licenses or contain private or confidential data) are to be physically destroyed; and
 - v. Hazardous materials.

9. SURPLUS ASSETS

- a) Department Heads may submit to the Finance Department from time to time and upon request, a list of furniture, vehicles, equipment, stocks, and other assets, which are obsolete, damaged, or surplus to that Department 's needs ("Surplus Assets").
 - i. All Surplus Assets shall first be offered to other Departments within the Corporation. Upon this first step, surplus assets to be offered outside the Corporation must be approved by the CAO.
 - ii. All Surplus Assets not required by any Department of the Corporation may then be offered to public sector agencies and charitable organizations within the Township prior to any public disposal procedure, donation, or sale to area municipalities.
 - iii. Subsequent to subsection (a) ii, surplus assets may be donated to non-profit agencies or nonprofit institutions for educational or teaching purposes only. Donated items shall not be resold.
 - iv. Department Head shall have the authority to sell or dispose of all Surplus Assets, by sealed Bid or public auction through the municipal website or any other online classified site(s).
 - v. The respective Department shall be credited with the net proceeds, if any, from the Disposal of its Surplus Assets unless otherwise agreed.
 - vi. Surplus Assets shall not be sold directly to an Employee or to a member of Council, although this does not prohibit any Employee or member of Council from Purchasing Surplus Assets being sold through a public process.

10. VALUATION, ASSETS OTHER THAN LAND

- a) Where assets need to be valued, the CAO or the Treasurer shall select a method of valuation from the following, including but not limited to:

- i. An Appraisal or an opinion by an independent qualified appraiser.
 - ii. Such other means as may be specifically determined as appropriate in the circumstances.
- b) All such values shall be determined by an independent third party who does not have an interest in the disposal or purchase of the assets.

11. NOTICE

- a) The CAO shall review the Department's request and provide instructions as to the disposal of goods.
- b) The disposal methods may include but are not limited to a public auction, a garage sale, newspaper advertisement, posting notice on the Municipality's website.
- c) This notice shall be given at least fourteen (14) days prior to the council meeting which includes this item on the agenda.
- d) The notice shall include the following:
 - i. A description of the asset including its age and condition;
 - ii. Specifications as to where to submit comments;
 - iii. Final date for submitting comments;
- e) When the CAO and the Treasurer are of the opinion that the disposal method does not have to be opened to the public, a sale price shall be determined, and the item may be offered in the following priority order:
 - i. To non-profit community agencies;
 - ii. To the public.
- f) To address potential conflicts of interest, any staff interested in purchasing surplus assets must participate in the public disposal process.
- g) Notwithstanding, the above order in which the item may be offered, electronic devices deemed surplus or no longer required shall first be offered for purchase at fair market value to the employee who previously used the device. Should the employee refuse to purchase the device, disposal methods and procedures laid out in this policy will apply.
- h) If the item cannot be sold for any reason, it may be offered free of charge to a non-profit community agency, as approved beforehand by the CAO.
- i) If the item cannot be sold or given away, it may be discarded as approved by the CAO.

12. COSTS

- a) The municipality may require the purchaser to be solely responsible for the municipality's costs incurred to dispose of any Property, which costs may include but are not limited to legal, survey appraisal, removal of encumbrances, advertising and improvements, and administration fees.

13. METHODS OF SALE

- a) Assets may be sold by public tender, by public auction, or assets exchange, or in such other appropriate manner as may be determined by the CAO.

13.1. SALE BY PUBLIC TENDER

- a) If Assets are to be disposed of by public tender, the following shall apply:
 - i. Costs incurred or anticipated to dispose of the Assets such as legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, and improvements shall be determined.
 - ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in Section 10 above. Notwithstanding the foregoing, Council may accept an amount less than or higher than the estimated bid.
 - iii. An advertisement shall be placed on the Municipality's website and social media channels. The advertisement shall include a brief description of the asset and shall specify the final date that offers will be accepted and shall include the following statement "the highest or any offer may not necessarily be accepted".
 - iv. The tender documents shall be delivered in person to the Clerk's office by the date and time specified on the notice. Tenders will be opened in public at the time prescribed on the last date for receiving tenders.
 - v. The tender documents shall be accompanied by a deposit of at least 20 per cent of the tender amount, which deposit shall be made by way of money order or by way of bank draft or cheque certified by a bank, trust corporation or Province of Ontario Savings Office.
 - vi. A proposed Sale or Disposal of Assets will not proceed to Council for consideration until after twenty-one (21) days from the date on which the advertisement required by Section 11 above is made.

13.2. SALE BY PUBLIC AUCTION

- a) If Assets is to be Disposed of by public auction the following shall apply

- i. Costs incurred or anticipated to dispose of the Assets such as legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, commission, and improvements shall be determined.
- ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in the clause above. Notwithstanding the foregoing, an amount less than or higher than the estimated bid may be accepted.
- iii. An advertisement shall be placed on the public auction website and by posting notice on the Municipality's website and social media channels. The advertisement on the public auction website shall include a brief description of the asset and shall specify the minimum bid and the final date that offers will be accepted. The advertisement on the municipal website and social media channels will provide the link to the public auction website.
- iv. The bill of sale will be provided by the public auctioneer at time of sale and a copy must be retained by the municipality as evidence of the sale.

14. TERMS OF DISPOSITION

- a) Upon approval or acceptance of the terms and conditions of a disposal by the CAO, the agreement of purchase and sale and any ancillary documents shall be prepared in consultation with the Municipality's solicitor, as required.

15. ERRORS OR OMISSIONS

- a) It is acknowledged that any error or omission in following the procedures and policies, which error or omission was not the result of bad faith on behalf of the Municipality, will not render such Disposal invalid or void.

16. POLICY REVIEW

- a) The CAO and/or Treasurer shall review the effectiveness of this policy at least every five (5) years to ensure that it is aligned with current best practices and legislative requirements. The result of this review, along with any recommended changes, will be reported to Council for approval. Unless circumstances indicate that a review is required.

17. EFFECTIVE DATE

- a) This amended Disposal of Non-Land Assets Policy shall take effect on August 12, 2024 and shall replace any former policies in place.



Report to Council

Report Number: ENG-03-2024

Subject: Modification to Resolution 250-2024

Date of the meeting: August 12, 2024

Prepared by: Marc-Olivier Gratton, P.Eng., Civil Engineer

Circulated to and/or collaborated with:

Guylain Laflèche, MCIP, RPP, Director of Planning Department

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

Be it resolved that the Council accepts the modification of Resolution 250-2024 to extend the allowed night shift period until August 31st 2024.

Context

Considering report ENG-02-2024 attached to this document, the noise exemption will have to be extended to August 31, 2024 to accommodate changes in the contractor's work schedule.

Report

As explained in report ENG-02-2024, to carry out the required crossings, VIA Rail imposed night work in order to limit the risk factor on their side.

Based on conversations with the contractor, two (2) nightshifts are required for each pipe crossing, for a total of four (4) nightshifts. Two nightshifts were completed on July 15-16 2024.

Based on the revised work schedule, exemption from by-law no. 65-2000 will be required for two other nightshifts between August 12 and August 31, 2024. During this period, the municipality will be notified 48 hours in advance of night work dates. Night work is expected to consist of two consecutive nights to complete each crossing.

We recommend accepting this request for an exemption from the noise by-law, in view of VIA Rail's requirements and to avoid delaying the work in progress.

Attachments

Report ENG-02-2024



Report to Council

Report Number: ENG-02-2024

Subject: Request for exemption to By-Law No. 65-2000 (Noise By-Law)

Date of the meeting: June 13, 2024

Prepared by: Marc-Olivier Gratton, P.Eng., Civil Engineer

Circulated to and/or collaborated with:

Guylain Lafèche, MCIP, RPP, Director of Planning Department

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

Be it resolved that the Council accepts the request for exemption to By-Law No. 65-2000 for four nightshifts between the dates of July 8th to August 2nd 2024 for mandatory night work requested by VIA Rail.

Context

Considering the ongoing work for the installation of Municipal Infrastructure along Des Pins Street in Limoges, two crossings of the VIA Rail right-of-way are required. The work method proposed to complete the crossings is the Jack and Bore method to limit the risk related to possible settlement.



FIGURE 1: Location of underground crossings on VIA Rail right-of-way

Report

To carry out the required crossings, VIA Rail imposes night work in order to limit the risk factor on their side. We tried to contact their representatives on several occasions, but requests to re-evaluate this requirement were refused.

Based on conversations with the contractor, two (2) nightshifts are scheduled for each pipe crossing, for a total of four (4) nightshifts.

Based on the current work schedule provided by the contractor, exemption from by-law no. 65-2000 will be required for four nightshifts between July 8 and August 2, 2024. During this period, the municipality will be notified 48 hours in advance of night work dates. Night work is expected to consist of two consecutive nights to complete each crossing.

We recommend accepting this request for an exemption from the noise by-law, in view of VIA Rail's requirements and to avoid delaying the work in progress.



Report to Council

Report Number: RE-12-2024

Subject: Update on Public Consultation Meeting (Mural)

Date of the meeting: August 12th, 2024

Prepared by: Justin Lafrance, Acting Director of Recreation

Approval: Pierre Leroux, CAO

In agreement with the recommendation based on the contents of this report.

Recommendation

That during the 2025 budget sessions Council discuss the proposal to install a 4' x 8' picture of the Victory mural inside the Recreation Center, accompanied by a historical plaque.

Financial Considerations

The cost of removing the mural will remain the same regardless of the chosen option and is scheduled to be completed by end of 2024. The additional cost for the proposed installation is estimated to be approximately \$3,000. This cost includes, enhancing recent photographs of the mural, installation process, and the design of the accompanying plaque.

Financial implications have been verified with annual budget and / or approved applicable policy or by-law: YES

Context

The Recreation Team and the Heritage & Culture Steering Committee held a public consultation meeting to gather community input on the Victory mural displayed at the St. Isidore Recreational Center.

The collaborative proposal of all parties involved, is to install a 4' x 8' picture of the mural inside the center, above the stairs, accompanied by a historical plaque.

Report

During the public consultation meeting held on June 17th at 6 PM at the St. Isidore Recreation Center, two community members attended to express their interest in the future of the Victory mural.

Due to safety concerns, preserving the mural in its current state was not feasible. Given its condition, the Heritage & Culture Steering Committee and the Recreation Team presented three options to the public:

- 1. Fully replace the mural** – This would cost over \$60,000.
- 2. Install a similar mural, picture, or historical display inside the arena** – This option would cost between \$2,000 and \$6,000, depending on the choice.
- 3. Simply remove the mural** – The only cost involved would be the removal itself.

The community members present expressed that their primary concern was the 125th-anniversary mural, which commemorates the founding members of St. Isidore. While they were saddened by the removal of the Victory mural, they felt that having a 4' x 8' picture with a historical plaque displayed inside the center would be a better long-term solution. This option would explain the building's history without adding significant costs to the budget.

Relevance to priorities

The Recreation Master Plan emphasizes the importance of establishing continuous facilities that provide a supportive cultural environment. Ensuring that these facilities are available and appealing to all demographics is a core service for the Recreation Department.

Communication Plan

Once the new mural is installed in the Recreational Center, the Communications Coordinator will announce its unveiling on social media and invite guests to visit. The mural will educate visitors about the building's history and its significance to the community.

Attachments

N/A

sur les liens ou n'ouvrez pas les pièces jointes à moins de reconnaître l'expéditeur et de savoir que le contenu est sûr.

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Bonjour Monsieur le Maire,

J'espère que vous allez bien.

Je me permets de vous écrire aujourd'hui pour vous présenter le Bruno Gendron Open, un tournoi de golf de charité qui en est à sa troisième année. Cet événement est organisé en mémoire de Bruno Gendron, mon oncle, un paramédic, un policier et un ancien président de l'association de hockey des Cobras, décédé tragiquement dans la forêt Larose d'un arrêt cardiaque en faisant du vélo de montagne.

Le Bruno Gendron Open a pour objectif chaque année d'amasser des fonds pour plusieurs causes importantes dans la région de Prescott-Russell :

1. **Permettre à des enfants dans le besoin de pratiquer des sports** grâce à l'aide de la fondation Their Opportunity.
2. **Remettre trois bourses d'études de 1 000 \$** à de futurs héros dans le domaine des premiers répondants.
3. **Acheter 3 défibrillateurs automatiques externes (DAE)**, à former des gens à leur utilisation, et les installer dans la région de Prescott-Russell afin de sauver des vies avec l'aide de Eastern Ontario First Aid Training.

Nous sommes également ravis de vous informer du lancement du nouveau "Programme de vélo Bruno Gendron", qui a fait ses débuts le week-end passé avec l'aide de la fondation Their Opportunity, en collaboration avec la Municipalité de Clarence-Rockland, le Ottawa Bike Club et Eastern Ontario First Aid Training. Grâce à ce programme de cinq séances, les enfants ont pu recevoir une bicyclette, un casque et une formation sur la RCR, leur offrant ainsi non seulement un moyen de transport et de loisirs, mais aussi des compétences essentielles en premiers secours.

Nous espérons pouvoir compter sur votre soutien pour cette noble cause et souhaiterions vous demander trois faveurs :

1. **Commandite** : Serait-il possible que votre municipalité envisage de commanditer notre tournoi ? Vous trouverez en pièce jointe notre trousse de commandite qui détaille les différentes options.

2. **Diffusion de la trousse de commandite** : Pourriez-vous également faire suivre notre trousse de commandite à des organisations et des entreprises de votre région qui pourraient être intéressées à contribuer à ce superbe projet ?
3. **Promotion des fonds disponibles** : Pourriez-vous également passer l'information à vos associations sportives dans votre municipalité ? Il est crucial que les familles dans le besoin sachent qu'il y a des fonds disponibles pour permettre à leurs enfants de pratiquer des sports.

Votre soutien serait extrêmement précieux pour nous aider à atteindre nos objectifs et à honorer la mémoire de Bruno Gendron en faisant une différence significative dans notre communauté.

Je suis à votre disposition pour toute question ou pour discuter plus en détail de notre projet.

Je vous remercie d'avance pour votre temps et votre considération.

Cordialement,

Natasha

--



Natasha Hurtubise
Founder of BRUNO GENDRON OPEN
(438)357-1010
<https://sites.google.com/view/brunogendronopen>

Visual Graphic Design



Sent with Mailsuite · [Unsubscribe](#)



Bruno Gendron Open
3633 Legault Rd
Hammond (ON) KOA 2A0

<https://sites.google.com/view/bruno-gendronopen>

Social Media:



For Information Contact:

bruno.gendron.open@gmail.com

Natasha Hurtubise
T: (438)357-1010

Sonia Gendron
T: (873)353-3589

Le 26 mars 2024

Cher commanditaire,

Je suis heureuse de vous annoncer que le vendredi 16 août, nous organiserons le 3e tournoi de golf annuel de collecte de fonds Bruno Gendron Open.

Cet événement rend hommage à la mémoire de Bruno Gendron, une figure aimée pour sa gentillesse et son engagement communautaire, notamment dans le développement de jeunes au hockey.

Qui est Bruno? Eh bien, avant tout, c'était un oncle incroyable pour moi ! Une source d'inspiration à tout dire ! Bruno a passé toute sa carrière au service des autres.

Il a été paramédic pendant 17 ans et il adorait tout ce qui concerne l'avancement des traitements médicaux. En 2010, il a rejoint la police d'Ottawa et il s'est épanoui en tant que policier. Détective constable Bruno Gendron a poursuivi le programme de défibrillateurs externes automatisés en 2012 pour la police d'Ottawa et a formé de nombreux agents sur la façon de les utiliser.



Il a même témoigné devant un comité parlementaire sur leur efficacité. Il a également consacré beaucoup de son temps en tant que pompier volontaire, entraîneur et enfin en tant que président de l'Association de hockey Cobra de l'Est de l'Ontario.

L'impact de Bruno sur ses collègues, les membres de la communauté et les jeunes a été profond. Son esprit de générosité et son dévouement ont touché la vie de nombreux individus jusqu'à son décès prématuré le 12 novembre 2020, alors qu'il pratiquait sa passion pour le vélo de montagne dans la Forêt Larose.

L'objectif :

Cette année, nous visons à recueillir plus de **40 000 \$!!**

Les dons iront pour :

- 1) soutenir le sport jeunesse : Une partie sera versée à "Their Opportunity", au profit des jeunes défavorisés de la région de Prescott-Russell.
- 2) des DAE pour la communauté : Les fonds seront utilisés pour acheter des défibrillateurs externes automatisés pour un placement local stratégique afin d'améliorer la réponse aux urgences et sauver des vies !
- 3) des bourses pour de futurs héros : Des bourses seront attribuées aux étudiants qui poursuivent des carrières de paramédicaux, de policiers ou de pompiers, inspirés par l'héritage de Bruno.



Comment vous pouvez aider :

Tout et n'importe quoi, que ce soit par un don en espèces, des cadeaux pour une vente aux enchères silencieuse/en direct, ou même de plus petits articles que nous pouvons inclure dans les sacs-cadeaux que nous préparons pour les golfeurs.

L'événement aura lieu au **Club de Golf d'Hammond** le **vendredi 16 août 2024**. Ce sera un tournoi SHOTGUN ouvert à 36 quatuors.

Vous trouverez ci-joint le document mettant en évidence les différents niveaux de parrainage ainsi que le formulaire d'engagement avec des détails supplémentaires. Les reçus de dons seront fournis lors de l'événement ou par courriel.

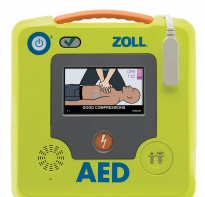
Si vous avez d'autres questions, veuillez me contacter par courriel ou par téléphone.

Merci d'avance,

Natasha Hurtubise

Natasha Hurtubise

Fondatrice du tournoi

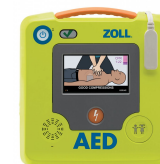
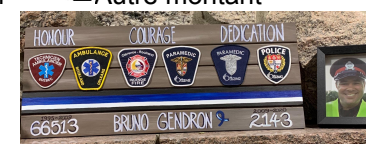


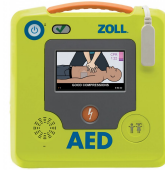
Niveau du commanditaire	Montant	Inclus	...et plus	...et encore plus
PLATINUM	5 000 \$	- Gros logo à l'arrière du gilet des volontaires "Édition 2023" - Golf et souper pour 4 - 4 gilets de golf avec logo - Reconnaissance durant le souper et la remise des prix - Reconnaissance "Pleins feux" sur Facebook, Instagram, Twitter et site Web	- Lien de votre entreprise sur notre site Web - Promotion visuelle de votre entreprise aux endroits communs et au souper - Votre entreprise dans le diaporama de l'événement	- Vous avez accès au sac cadeau des golfeurs
OR	3 000 \$	- Moyen logo à l'arrière du gilet des volontaires "Édition 2023" - Golf et souper pour 4 - Reconnaissance "Pleins feux" sur Facebook, Instagram, Twitter et site Web	- Promotion visuelle de votre entreprise aux endroits communs et au souper - Votre entreprise dans le diaporama de l'événement	- Vous avez accès au sac cadeau des golfeurs
ARGENT	2 000 \$	- Golf et souper pour deux - Reconnaissance "Pleins feux" sur Facebook, Instagram, Twitter et site Web	- Promotion visuelle de votre entreprise aux endroits communs - Votre entreprise dans le diaporama de l'événement	- Vous avez accès au sac cadeau des golfeurs
"DINNER IS ON US" (seulement 3)	1 200 \$	- Souper pour 2 - Reconnaissance durant le souper et la remise de prix - Reconnaissance "Pleins feux" sur Facebook, Instagram, Twitter et site Web	- Promotion visuelle de votre entreprise au souper - Votre entreprise dans le diaporama de l'événement	- Vous avez accès au sac cadeau des golfeurs
BRONZE	1 000 \$	- Reconnaissance "Pleins feux" sur Facebook, Instagram, Twitter et site Web	- Promotion visuelle de votre entreprise aux endroits communs - Votre entreprise dans le diaporama de l'événement	- Vous avez accès au sac cadeau des golfeurs
COMMANDITAIRE DU DÎNER (seulement 2)	950 \$	- Reconnaissance durant le dîner - Logo de la compagnie sur les boîtes de dîner - Reconnaissance sur Facebook, Instagram, Twitter et site Web	- Promotion visuelle de votre entreprise au dîner - Votre entreprise dans le diaporama de l'événement	- Vous avez accès au sac cadeau des golfeurs
PRIX POUR JEU/autres (seulement 8)	650 \$	- Reconnaissance durant la remise de prix - Logo et nom de la compagnie sur le prix et au jeu - Reconnaissance sur Facebook, Instagram, Twitter et site Web	- Promotion visuelle de votre entreprise au jeu - Votre entreprise dans le diaporama de l'événement	
COMMANDITAIRE DE LA VOITURETTE DE BIÈRE ET DE NOURRITURE (seulement 2)	500\$	- Affiche du commanditaire sur les voiturettes de bière et de nourriture - Reconnaissance sur Facebook, Instagram, Twitter et site Web	- Vous avez accès au sac cadeau des golfeurs - Votre entreprise dans le diaporama de l'événement	
COMMANDITAIRE DE LA FLOTTE DE VOITURETTE (seulement 4)	400 \$	- Nom du commanditaire affiché sur 1 des voiturettes pour chaque quatuors - Reconnaissance sur Facebook, Instagram, Twitter et site Web	- Vous avez accès au sac cadeau des golfeurs - Votre entreprise dans le diaporama de l'événement	
COMMANDITAIRE DU SAC CADEAU DU GOLFEUR	200\$	- Vous avez accès au sac cadeau des golfeurs - Votre entreprise dans le diaporama de l'événement		
COMMANDITAIRE D'UN TROU	150\$	- Affichez votre propre affiche sur un trou de golf désigné - Votre entreprise dans le diaporama de l'événement		

MONTANT & PRIX DU COMMANDITAIRE

Avez-vous des prix d'entreprise que vous pouvez offrir en plus de votre commandite? Nous acceptons une combinaison de prix et d'argent pour un niveau plus élevé de commandite. Ce que nous cherchons :

- Articles pour encan silencieux
- Carte cadeau
- Articles pour le sac du golfeur
- Autre montant
- Billet d'événement
- Carte d'affaire





Tournoi de golf BRUNO GENDRON OPEN Golf Tournament

Sponsorship Form/Formulaire de commandite

Company Name/Nom de l'entreprise : _____

Contact Name/Nom du contact : _____

Address/Adresse : _____

Email/Courriel : _____

Telephone/Téléphone. : _____

Sponsorship option chosen/Option de commandite choisie : _____

Comments/Commentaires : _____

Payment options/Mode de paiement :

- Interac e-transfer/virement (bruno.gendron.open@gmail.com)
- Cash/Comptant
- Check/Chèque

Check payable to/Chèque payable à : **"Bruno Gendron Open"**
 3633 Legault Rd
 Hammond (ON) KOA 2A0

We can also create or modify a package to suit your specific desires/Nous pouvons également créer ou modifier un forfait en fonction de vos besoins spécifiques.

We wish to thank you for your support.

Nous tenons à vous remercier pour votre soutien.

This event could not be successful without your help.

Cet événement ne serait pas un succès sans votre appui.



CONTACT/CONTACTÉ

LINK FOR SOCIAL MEDIA
LIENS POUR LES RÉSEAUX SOCIAUX

Natasha (438)357-1010 | Sonia (873)353-3589
bruno.gendron.open@gmail.com

SCAN





Bruno Gendron Open
3633 Legault Rd
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<https://sites.google.com/view/bruno-gendronopen>

Social Media:



For Information Contact:

bruno.gendron.open@gmail.com

Natasha Hurtubise
T: (438)357-1010

Sonia Gendron
T: (873)353-3589

March 26, 2024

Dear Fellow Supporter,

I'm happy to share that on Friday, August 16th, we are launching the 3rd annual Bruno Gendron Open fundraiser golf tournament.

This event honors the memory of Bruno Gendron, a beloved figure known for his kindness and community involvement, especially in youth hockey development.

Who is Bruno, well first and foremost he was an incredible uncle to me! A source of inspiration to say the least! Bruno spent his entire career in the service of others.

He was a paramedic for 17 years and he loved everything about the advancement of medical treatment. In 2010, he joined the Ottawa Police and he thrived as a police officer. Detective Constable Bruno Gendron continued the automated external defibrillators program in 2012 for the Ottawa Police Force and trained many officers on how to use them.



He even testified before a parliamentary committee about their effectiveness. He also volunteered a lot of his time as a volunteer firefighter, a coach and finally as the President of the Eastern Ontario Cobra Hockey Association.

Bruno's impact on his colleagues, community members, and youth was profound. His spirit of generosity and dedication touched the lives of many until his untimely passing on November 12th, 2020, while pursuing his passion for mountain biking in Larose Forest.

The objective :

This year, we aim to raise over **\$40,000!!**

Donations are going towards :

- 1) Supporting youth sports: A portion will be donated to Their Opportunity, benefiting underprivileged youth in the Prescott-Russell region.
- 2) AEDs for the community: Funds will be used to purchase automated external defibrillators for strategic local placement to enhance emergency response and save lives!
- 3) Scholarships for aspiring heroes: Scholarships will be awarded to students pursuing careers as paramedics, police officers, or firefighters, inspired by Bruno's legacy.



How you can help:

Anything and everything, whether through a cash donation, gifts for a silent/live auction, or even smaller items that we can include in the fun gift bags we are preparing for the golfers.

The Event will take place at the **Hammond Golf Club** on **Friday, August 16th, 2024**. It will be a SHOTGUN tournament open to 36 foursomes.

Attached is the document highlighting the different levels of sponsorships as well as the commitment form with additional details. Donation receipts will be provided at the event or by email.

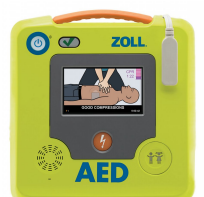
If you have any further inquiries, please contact through email or call.

Thank you in advance,

Natasha Hurtubise

Natasha Hurtubise

Tournament Founder



Sponsorship Levels	Amount	Include	...and also	...and evenmore
PLATINUM	5 000 \$	<ul style="list-style-type: none"> - Large logo on back of 2023 Volunteer Edition shirt - Golf and supper for 4 - Golf shirt with logo of Bruno Gendron Open for 4 - Recognition during dinner reception/awards ceremony - Company spotlight on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Link to your business on our website - Put some signage at central area and at dinner - Name in event slideshow 	<ul style="list-style-type: none"> - Give you access to golfer gift bag
GOLD	3 000 \$	<ul style="list-style-type: none"> - Medium logo on back 2023 Volunteer Edition shirt - Golf and supper for 4 - Company spotlight on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Put some signage at central area and at dinner - Name in event slideshow 	<ul style="list-style-type: none"> - Give you access to golfer gift bag
SILVER	2 000 \$	<ul style="list-style-type: none"> - Golf and supper for 2 - Company spotlight on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Put some signage at central area - Name in event slideshow 	<ul style="list-style-type: none"> - Give you access to golfer gift bag
DINNER is ON US (only 3)	1 200 \$	<ul style="list-style-type: none"> - Supper for 2 - Recognition during dinner reception/awards ceremony - Company spotlight on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Put some signage at dinner - Name in event slideshow 	<ul style="list-style-type: none"> - Give you access to golfer gift bag
BRONZE	1 000 \$	<ul style="list-style-type: none"> - Company spotlight on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Put some signage at central area - Name in event slideshow 	<ul style="list-style-type: none"> - Give you access to golfer gift bag
LUNCH SPONSOR (only 2)	950 \$	<ul style="list-style-type: none"> - Recognition during lunch and dinner reception/awards ceremony - Company logo on food boxes - Company mention on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Put some signage at lunch - Name in event slideshow 	<ul style="list-style-type: none"> - Give you access to golfer gift bag
PRIZE FOR GAMES/other (only 8)	650\$	<ul style="list-style-type: none"> - Recognition during awards ceremony - Company logo and name on prize and at game - Company mention on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Put some signage at game - Name in event slideshow 	
BEER & FOOD CART SPONSOR (only 2)	500\$	<ul style="list-style-type: none"> - Hang signs on all the beverage carts and give a snack to all golfers - Company mention on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Give you access to golfer gift bag - Name in event slideshow 	
CART FLEET SPONSOR (only 4)	400 \$	<ul style="list-style-type: none"> - Company name displayed on one cart for every foursome - Company mention on Facebook, Instagram, Twitter and Website 	<ul style="list-style-type: none"> - Give you access to golfer gift bag - Name in event slideshow 	
GOLFER GIFT BAG SPONSOR	200\$	<ul style="list-style-type: none"> - Give you access to golfer gift bag - Name in event slideshow 		
HOLE SPONSOR	150\$	<ul style="list-style-type: none"> - Put your own special sign at a designated golf hole - Name in event slideshow 		

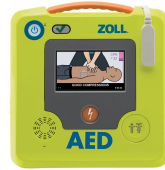


CASH & PRIZES FOR SPONSORSHIP

Do you have company prizes that you can offer in combination with sponsorship? We will accept a combination of prizes and money to get your company higher levels of sponsorship. What we are looking for :

- Items for Silent Auction
 Gift cards
 Items for golfer gift bag
 Other amount
 Event Tickets
 Business Cards





Tournoi de golf BRUNO GENDRON OPEN Golf Tournament

Sponsorship Form/Formulaire de commandite

Company Name/Nom de l'entreprise : _____

Contact Name/Nom du contact : _____

Address/Adresse : _____

Email/Courriel : _____

Telephone/Téléphone. : _____

Sponsorship option chosen/Option de commandite choisie : _____

Comments/Commentaires : _____

Payment options/Mode de paiement :

- Interac e-transfer/virement (bruno.gendron.open@gmail.com)
- Cash/Comptant
- Check/Chèque

Check payable to/Chèque payable à : **"Bruno Gendron Open"**
 3633 Legault Rd
 Hammond (ON) KOA 2A0

We can also create or modify a package to suit your specific desires/Nous pouvons également créer ou modifier un forfait en fonction de vos besoins spécifiques.

We wish to thank you for your support.

Nous tenons à vous remercier pour votre soutien.

This event could not be successful without your help. Cet événement ne serait pas un succès sans votre appui.



CONTACT/CONTACTÉ

LINK FOR SOCIAL MEDIA
LIENS POUR LES RÉSEAUX SOCIAUX

Natasha (438)357-1010 | Sonia (873)353-3589
bruno.gendron.open@gmail.com

SCAN



Julie Langlois-Caisse

From: Services aux victimes Prescott-Russell Victim Services <info@cinnamontoast.ca>
Sent: 27 juin 2024 15:32
To: Clerk
Subject: Externe-External: New submission from Demande de don

Vous ne recevez pas souvent de courriers de la part de info@cinnamontoast.ca. [Découvrez pourquoi cela est important](#)

ATTENTION: Ce courriel provient de sources externes à l'organisation. Ne cliquez pas sur les liens ou n'ouvrez pas les pièces jointes à moins de reconnaître l'expéditeur et de savoir que le contenu est sûr.

CAUTION: This email comes from external sources of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Formulaire de demande de don

Nom de l'organisation

Services aux victimes Prescott-Russell Victim Services

Adresse postale (Veuillez indiquer l'adresse postale à laquelle nous devons envoyer le chèque.)

101-178 rue Main Est
Hawkesbury, ON K6A 1A5
Canada
[Map It](#)

Téléphone

(613) 632-5282

Nom de la personne ressource

Zachary Bernier

Téléphone

(613) 677-9661

Adresse courriel

communications@svsprescott russell.ca

Section B - Sommaire de la demande

Votre demande est pour:

- Une activité / événement

Montant demandé

\$ 1700

Cas échéant: si le montant demandé est plus que l'année précédente, veuillez justifier

N/A

Nom de l'activité ou liste des activités

L'évènement Touch-a-Truck à La Nation de Services aux Victimes de Prescott-Russell // Prescott-Russell Victim Services Touch-a-Truck Event at The Nation

Description de l'activité ou liste des activités

Pour le segment Touch A Truck, nous inviterons des héros locaux, notamment la Police provinciale de l'Ontario (OPP), le Service des incendies de La Nation, les Paramédics de Prescott-Russell, les agriculteurs locaux, les employés municipaux de la Municipalité de La Nation, et d'autres encore, à présenter leurs véhicules/camions et à interagir avec la communauté. Cela offre une opportunité unique aux enfants et aux adultes d'apprendre les rôles importants que jouent ces professionnels. Nous pourrions installer des stands où les enfants pourraient explorer les camions de pompiers, les voitures de police, les ambulances et autres véhicules de service, en plus d'en apprendre davantage sur ces services. Cette expérience pratique sera à la fois éducative et passionnante pour les jeunes participants. De plus, nous pourrions organiser, en collaboration avec le Service des incendies de La Nation, des démonstrations spéciales offrant des aperçus précieux des opérations de nos services d'urgence locaux.

Nous pourrions également inviter des artisans et des agriculteurs locaux qui pourraient vendre leurs produits faits à la main et leurs artisanats dans un type de marché artisanal. Cela soutiendrait non seulement les entreprises locales, mais attirerait également un public plus large à l'évènement. L'inclusion de stands de nourriture tenus par des vendeurs locaux et de parcours d'obstacles gonflables ajouterait à l'amusement.

Cet évènement renforcera les liens communautaires en offrant une plateforme d'interaction entre les résidents et les fournisseurs de services locaux. Il sensibilisera le public aux rôles et responsabilités de nos héros locaux, favorisant une plus grande appréciation et un soutien pour leurs efforts. De plus, le marché des artisans promouvra les entreprises locales, encourageant les membres de la communauté à acheter local et à soutenir leurs voisins.

Nous pourrions planifier l'évènement à Limoges, qui serait l'emplacement idéal dans toute la Municipalité de La Nation, avec une entrée gratuite pour tous les âges. Nous avons eu la confirmation du détachement de Russell de la Police provinciale de l'Ontario (PC Jamie Bona) de leur implication, ainsi que du Service des incendies de La Nation (Capt. Carl Surprenant). Comme discuté avec Capt. Surprenant, cet évènement pourrait se tenir le 5 octobre 2024 pour lancer la Semaine de prévention des incendies qui se déroule du 8 au 14 octobre 2024. Nous pourrions lancer une campagne sur les médias sociaux avec un sondage de participation pour les artisans et agriculteurs locaux. Également, nous lancerons l'invitation à plusieurs organismes et compagnies qui pourraient être intéressés à participer à notre évènement en apportant leurs camions.

De plus, nous élaborerons un plan marketing pour promouvoir l'évènement sur les médias sociaux, les médias locaux et les panneaux communautaires.

Nous croyons que cet évènement a le potentiel de faire un impact positif significatif sur notre communauté, en offrant une journée de plaisir, d'apprentissage et d'esprit communautaire, attirant des familles et des individus de toute la région de Prescott-Russell.

Date de début de l'activité

10/05/2024

Endroit(s) de l'activité / des activités

Pour l'emplacement de l'activité. Nous visons le complexe sportif de La Nation à Limoges ou l'école élémentaire catholique Saint-Viateur de Limoges. Des autorisations seront nécessaires pour obtenir l'emplacement voulu.

Est-ce que vous chargez un frais d'admission?

- Non

Décrire comment la contribution de La Nation sera-t-elle reconnue

La contribution de La Nation sera reconnue de plusieurs façons tout au long de l'évènement. Tout d'abord, la municipalité sera mentionnée dans tous les supports de communication et de marketing, y compris les publications sur les réseaux sociaux et les affiches distribués dans la région. Des bannières sur le site de l'évènement mettront en évidence le soutien de La Nation, assurant ainsi une visibilité maximale. Enfin, un espace dédié à La Nation sera aménagé sur le site, où les représentants municipaux pourront interagir avec les participants et fournir des informations sur les services/initiatives locales et ainsi présenter leurs véhicules. Cette reconnaissance visera à montrer la gratitude de la communauté envers la municipalité pour son soutien précieux et à renforcer les liens entre les résidents et les autorités locales.

Si la somme demandée est plus de 1 000 \$, veuillez décrire comment les fonds seront utilisés pour votre évènement ou vos évènements. Il est possible que le Conseil vous demande de remettre un rapport financier.

Les fonds demandés seront utilisés pour promouvoir l'événement et couvrir les frais de location de divers équipements et activités, notamment des jeux gonflables, du matériel de sonorisation, des tentes si nécessaire, ainsi que les permis municipaux. Nous avons déjà estimé les coûts suivants :

Location de jeux gonflables : 1000\$

Permis : 200\$

Publicité : 500\$

Nous aimerions considérer l'opportunité d'offrir des rafraîchissements sous forme de food trucks locaux à notre événement. Cependant, pour garantir un camion, les frais peuvent aller jusqu'à 1 750 \$ selon les devis que nous avons reçus. Dans cette éventualité, nous serions reconnaissants du soutien de la municipalité pour pouvoir assumer ces frais.

Le cas échéant, l'organisme consent à remettre un rapport au Conseil de La Nation

Oui

Julie Langlois-Caisse

From: Bruce Cooper <info@cinnamontoast.ca>
Sent: 8 juillet 2024 15:33
To: Clerk
Subject: Externe-External: New submission from Donation Request

Vous ne recevez pas souvent de courriers de la part de info@cinnamontoast.ca. [Découvrez pourquoi cela est important](#)

ATTENTION: Ce courriel provient de sources externes à l'organisation. Ne cliquez pas sur les liens ou n'ouvrez pas les pièces jointes à moins de reconnaître l'expéditeur et de savoir que le contenu est sûr.

CAUTION: This email comes from external sources of the organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Donation request form

Organization's Name

Bruce Cooper

Mailing Address (Please provide the mailing address to which we should send the check.)

[REDACTED]

Telephone

[REDACTED]

Contact person's name

Bruce Cooper

Telephone

(613) 791-0346

Email

[REDACTED]

Section B - Application Summary

Your request is for

- One activity / event

Amount Requested

\$702.05. As this is a Breast Cancer fund raiser, we are asking that our fees be waived for our ball tournament. Invoice#1682

Name of activity or list of activities

Softball tournament for Breast Cancer found raiser

Description of activity / activities' summary:
Softball tournament with BBQ - Oct 4 & 5th.
Activity Start Date
10/04/2024
Location of activity / activities
Rodolphe Latreille Park (Field 1 and 2)
Is admission free?
<ul style="list-style-type: none"> No
If yes, what is the admission fee?
\$400/team to participate in the tournament.
Describe how The Nation will be recognized during your event(s)?
We expect 10 ball teams from the Ottawa/Orleans area to attend. This provides exposure to Limoges, community and its ballpark to other ball teams who hosts events/tournaments in Ottawa/Orleans area. It provides them another option to host their tournaments here in Limoges as Ottawa/area has become increasingly costly/challenging.
If applicable, the organism consents to sending a report to The Nation Council
Yes



Sollicitation de commanditaires

À qui de droit,

Nous, membres de l'Association des Pompiers de Limoges, avons le plaisir d'annoncer notre tournoi de golf le 22 septembre 2024. L'objectif de cet événement est de collecter des fonds pour la construction d'une patinoire extérieur couverte.

Les dons peuvent être envoyés par E-transfer à limoges.recreation.treasurer@gmail.com, Nous sommes configurés pour accepter le dépôt automatique; cependant, si un mot de passe est demandé, veuillez utiliser la question « quelle ville ? » et le mot de passe « Limoges ». De plus, veuillez ajouter la note/description suivante « Pompiers Golf 2024 ».

Des dons peuvent également être faits par chèque au **Comité des loisirs de Limoges**. Veuillez ajouter la référence/note « Pompiers Golf 2024 ».

Pour les reçus fiscaux, une fois le virement électronique ou le chèque émis, veuillez envoyer une demande par courriel à limoges.recreation.treasurer@gmail.com avec les informations suivantes:

- Nom complet de l'entreprise (légal)
- A l'attention de (nom de la personne)
- Montant envoyé

Nous tenons à exprimer notre profonde gratitude à tous ceux qui soutiendront cet événement, contribuant ainsi à la réalisation de notre objectif de construire une patinoire extérieure couverte. Votre générosité est essentielle à la réussite de ce projet, et nous vous remercions sincèrement pour votre précieux soutien.

Cordialement,

Stéphane Beaudoin

Président

Association des Pompiers de Limoges



Sponsorship Solicitation

To Whom It May Concern,

We, the members of the Limoges Firefighters Association, are pleased to announce our upcoming golf tournament on September 22, 2024. The purpose of this event is to raise funds for the construction of an exterior covered skating rink.

Donations can be sent via E-transfer to limoges.recreation.treasurer@gmail.com. We are set up for automatic deposit; however, if a password is requested, please use the question "what town?" and the password "Limoges". Additionally, please add the following note/description "Firefighters Golf 2024".

Donations can also be made by cheque to the **Limoges Recreation Committee**. Please add the reference/note "Firefighters Golf 2024".

For tax receipts, once you have issued the E-transfer or cheque, please send an email request to limoges.recreation.treasurer@gmail.com with the following information:

- full business name (legal)
- to the attention of (persons name)
- Amount sent

We would like to express our deep gratitude to all those who will support this event, contributing to the realization of our goal of building an exterior covered skating rink. Your generosity is essential to the success of this project, and we sincerely thank you for your valuable support.

Sincerely,

Stéphane Beaudoin

President

Limoges Firefighters Association

Bronze Sponsor – Gift Donations	Commanditaire Bronze – Donations cadeaux
<ul style="list-style-type: none"> • Mention in the event program 	<ul style="list-style-type: none"> • Mention dans le programme de l'événement
Silver Sponsor - \$200	Commanditaire Argent - 200 \$
<ul style="list-style-type: none"> • All Bronze Sponsor benefits • Recognition on social media page 	<ul style="list-style-type: none"> • Tous les avantages du commanditaire Bronze • Reconnaissance sur nos réseaux sociaux
Gold Sponsor - \$500	Commanditaire Or – 500 \$
<ul style="list-style-type: none"> • All Silver Sponsor benefits • Display of your company banner 	<ul style="list-style-type: none"> • Tous les avantages du commanditaire Argent • • Affichage de la bannière de votre entreprise
Platinum Sponsor - \$1,000	Commanditaire Platine - \$1,000
<ul style="list-style-type: none"> • All Gold Sponsor benefits • Opportunity to include promotional items in participant gift bags • 2 complimentary tickets to the dinner 	<ul style="list-style-type: none"> • Tous les avantages du commanditaire Or • Possibilité d'inclure des articles promotionnels dans les sacs-cadeaux des participants • 2 billets gratuits pour le souper

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO :103-2024

BEING a By-Law to provide for a Procurement of Goods and Services Policy for The Corporation of The Nation Municipality.

WHEREAS Section 8 of *The Municipal Act, S.O. 2001, c.25, as amended* states that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable to the municipality to govern its affairs as it considers appropriate;

AND WHEREAS Section 9 of *The Municipal Act, S.O. 2001, c.25, as amended* states that a 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 Section 270 of the *Municipal Act R.S.O., 2001* as amended provides that a municipality shall adopt policies with respect to the procurement of its goods and services.

NOW THEREFORE, the Council of the Corporation of The Nation Municipality enacts as follows:

That the Council of the Corporation of the Nation Municipality adopts Schedule A hereto pertaining to the Procurement of Goods and Services Policy for The Corporation of the Nation Municipality.

READ A FIRST, SECOND AND DULY PASSED UPON THE THIRD READING THIS 12TH DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

SCHEDULE A

PROCUREMENT OF GOODS AND SERVICES POLICY



FINANCE DEPARTMENT POLICY

Policy number: F-2024-01

Policy name: Procurement of Goods and Services Policy

Adopted on: August 12, 2024

By-law number: 103-2024

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1. POLICY STATEMENT

This policy shall ensure that all purchasing activities are conducted in a manner that is open, fair, and transparent, and that they achieve the best value for the Corporation. This policy is designed to maximize efficiencies and foster innovation within the procurement process, while adhering to all applicable laws and trade agreements. The Corporation is committed to ethical procurement practices that support local economic development, environmental sustainability, and social responsibility.

2. SCOPE

This policy applies to all Departments and all staff who make purchases.

3. LEGISLATIVE AUTHORITY

Section 270(1) of the Municipal Act, 2001 as amended provides that a municipality shall adopt and maintain policies with respect to its procurement of goods and services. Section 227 of the Act requires officers and employees to implement Council's decisions and establish administrative practices and procedures to carry out Council's decisions.

4. DEFINITIONS

For the purposes of this policy:

“Award” is when the contract has been signed by both the vendor and The Nation.

“Bid(s)” means a proposal from a prospective supplier in response to a Request for Quotation, Tender or other proposal for the purchase of goods or services issued by the Municipality which is subject to acceptance or rejection.

Bidder” means any proponent, respondent, or other person or entity who has obtained official Procurement documents for the purpose of submitting or who has submitted a Bid in response to a Bid request.

“Bid Deposit” means a financial guarantee to ensure that the successful bidder will enter into an agreement **“Community centres”** refers to the Fournier, Limoges, St-Albert, St-Bernardin (Caledonia), and St-Isidore community centres where events can be held. These centres have a bar at which a cash register/drawer are used for sales during events.

“Bid Request” means all documents which solicit a response with respect to supplies or services including, but not limited to, a Request for Information, Request for Proposal, Request for Qualifications, Request for Quotations or a Request for Tender.

“Construction” means construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, supply of products and materials and supply of equipment and machinery to the construction, installation and repair of fixtures of a building,

structure or other civil engineering or architectural work, but does not include professional services related to the construction contract unless included in the procurement.

“Cooperative Purchases” means the process by which multiple municipalities or public agencies aggregate their purchases to form a large group with similar buying needs thus allowing them to secure better prices and services due to the increased volume of purchase. This allows better value in procurement activities while adhering to the applicable trade agreements and regulations.

“Contract” means a formal written or spoken sales agreement. In the context of this policy, an email confirming purchase shall serve as a form of contract. A contract is not required for all purchases but could be entered into or obtained for a purchase, as required by for the type of purchase.

“Corporation” means the Corporation of The Nation Municipality unless stated otherwise.

“Council” means the Council of the Corporation of The Nation Municipality.

“Department Head” means the person responsible for the management and operational control of a Department within the Municipality.

“Designated Employee” means an employee designated by a Department Head and approved by the Chief Administrative Officer to exercise any or all of the responsibilities with respect to this policy.

“Emergency Purchase” means a situation where, in the opinion of the Chief Administrative Officer or the Department Head, the immediate purchase of goods and services is essential. Such a situation shall include a need to prevent an imminent or actual danger to the life, health or safety of a municipal employee or of the public, to prevent delays in service delivery, to prevent or remedy damages to municipal properties or to restore an essential service and may include, but is not limited to, an emergency declared under the Emergency Management Act

“Finance Department” means the finance department of the Municipality.

“Formal Bid Request” means all documents which solicit a formal written response in a sealed envelope with respect to supplies or services, including but not limited to, a Request for Information, Request for Proposal, Request for Qualification or a Request for Tender.

“Invoice” means a document showing the details and the cost of goods purchased and/or services received from a supplier.

“Invoice Approval” means the procedure required by the Finance Department of the Municipality to ensure the required approvals are applied to an invoice.

“Original Invoice” means a document clearly identifying the supplier, is addressed to the Municipality, shows the sales tax charged on goods and services (HST) along with the tax number. Faxed and emailed invoices are accepted.

“Partner” means a corporation or a community agency with which an agreement is currently in place for the exchange or delivery of good and/or services.

“Piggybacking” means using the procurement contacts of another municipality, public agency, or cooperative group. This allows the municipality to “piggyback” on the contract terms, which have already been competitively solicited, to obtain goods or services without going through its own separate bidding process.

“Pooled Assets” means assets that are grouped together based on similar characteristics such as nature, types of product or service, and other traits. This grouping is done to obtain better purchasing power often in terms of volume discounts. Individually, these assets may have a low monetary value, but when aggregated, they can represent a significant total value.

“Quotation” means a response to a Request for Quotation for prices for specific goods and/or services from selected suppliers, submitted in writing as specified in the Request.

“Record of Tender Opening” means a document that records the bids at a public opening of bids.

“Request for Information (RFI)” means a process where information is requested from suppliers regarding the feasibility and availability of specific goods and/or services in the marketplace and to determine if there are enough suppliers to justify a Request for Proposal. The responses to an RFI can be used to pre-qualify suppliers for an upcoming Request for Proposal.

“Request for Proposal (RFP)” means a formal request for details on the supply of goods or the provision of services which cannot be fully defined or specified at the time of request.

“Request for Qualification” means a document used for evaluating suppliers based on issues such as capacity, adequacy of personnel, past record, experience, etc. The responses to an RFQ can be used to pre-qualify suppliers for an upcoming Request for Proposal.

“Request for Quotation (RFQ)” means a document describing the supplies and services required and requiring written response by either mail, email or facsimile.

“Request for Tender (RPT)” means a formal, publicly advertised request for sealed bids for the supply of goods and/or services.

“Scope of work” is the work that has been described in a bid solicitation that must be done to deliver the good and/or services with the specified features and functions within the time, quality and price specified.

“Sealed Bid” means a bid submitted in a sealed envelope.

“Services” means requirements that are not goods or supplies.

“Single Source” means only one supplier is recommended for providing a particular product or service for operational reasons, even if there is more than one source on the market. This indicates a non-competitive purchase.

“Sole Source” means that there is only one known source of a particular product. This product could be copyrighted or trademarked or is simply not available for general purchase.

“**Successful Bidder**” means the bidder selected by the Municipality to provide goods and/or services based on this procurement process.

“**Supplier**” means any person or company supplying goods and/or services to the Municipality.

“**Supplies**” means goods, items, merchandise, material and equipment.

“**Two-envelope Bid**” means the process of submitting the bid in two envelopes with technical and qualitative information in the first envelope and the bid price in the second.

Schedules A, B, C, D, E, and F attached hereto form part of this policy.

5. ADMINISTRATION

This policy is administered by the Finance department.

6. POLICY

6.1. PROCUREMENT PRINCIPLES

The procurement activities of The Nation shall be guided by the following principles:

- a) **Transparency:** All procurement processes shall be transparent and open to competition, ensuring equal opportunities for all qualified supplier
- b) **Fairness:** Procurement decisions shall be made impartially and without bias, based on predetermined evaluation criteria.
- c) **Value for Money:** The primary objective of procurement shall be to obtain the best value for money, considering quality, cost, and other relevant factors.
- d) **Accountability:** Procurement activities shall be conducted in a manner that ensures accountability to taxpayers and stakeholders.

6.2. PROCUREMENT PROCESS

- a) **Planning:** Prior to initiating any procurement activity, departments shall conduct thorough planning to identify needs, assess requirements, and develop specifications. When considering procurement options, departments may explore the use of procurement groups such as Canoe to leverage collective purchasing power, streamline processes, and achieve cost savings.
- b) **Solicitation:** When procurement needs arise, departments may utilize Canoe or other procurement groups to facilitate the solicitation process. This may include issuing requests for proposals (RFPs), requests for quotations (RFQs), or requests for information (RFIs) through Canoe's platform. Departments shall ensure that solicitation documents clearly specify the use of Canoe or other procurement groups, including any specific procedures or requirements associated with such procurement.

- c) **Evaluation:** All submissions received through Canoe or other procurement channels shall be evaluated based on predetermined evaluation criteria, which may include price, quality, delivery time, and other relevant factors. Departments shall ensure that evaluations are conducted in accordance with established procedures and that all suppliers are treated fairly and equitably.
- d) **Award:** The award of contracts shall be made to the supplier(s) offering the best value for money, as determined through the evaluation process. Contracts may be awarded directly through Canoe or through other procurement mechanisms, as deemed appropriate. Departments shall ensure that contract awards are made in compliance with applicable laws, regulations, and organizational policies.
- e) **Contract Management:** Upon award, contracts shall be managed in accordance with established contract management procedures, ensuring compliance with terms and conditions, monitoring performance, and addressing any issues that may arise. Departments shall collaborate with Canoe or other procurement groups as necessary to effectively manage contracts and ensure the delivery of goods or services in accordance with contractual requirements.

6.3. APPLICATION

- a) The policies and procedures outlined in this policy, including all purposes, goals and objectives of Section 1 shall be followed for the purchase of goods and/or services by The Corporation or any of its officers, servants, or employees.
- b) The methods of purchasing set of in section 6 shall not apply to the purchase of goods and services outlined in Schedule F. This provision provides authority for the purchase of goods and services outlined in Schedule F if the funding is available in the budget.
- c) Any contracts necessary to complete the purchase of good and/or services outlined in Schedule F shall be signed by the CAO or the appropriate signing authority as set out in The Corporation's delegation of authority by-law.
- d) Purchases may be made only when:
 - i. The contract (if applicable) has been prepared in a form satisfactory to the department head and/or CAO;
 - ii. Any financial securities and insurance required under the contract are satisfactory to the Treasurer; and
 - iii. Funding is available in the budget for the purchase.

6.4. PURCHASING AND AUTHORIZATION RESPONSIBILITES

6.4.1. COUNCIL

- a) Council has ultimate authority for all expenditures. This authority is delegated by approval of budgets or by a specific resolution. The Finance Department is not

authorized to pay for items that have not been authorized through budget or resolution.

- b) Despite any other provisions in this Policy, the following contracts are subject to Council approval:
 - i. Any contract requiring approval from the Ontario Municipal Board;
 - ii. Any contract requiring approval from the Local Planning Appeal Tribunal;
 - iii. Any contract prescribed by Statute to be awarded by Council;
 - iv. Where the cost or revenue amount proposed for acceptance is higher than the Council approved department estimates and the necessary adjustments cannot be made;
 - v. Where a contract is a result of a public private partnership (“P3) opportunity.
- c) No provision in this Policy precludes a Department Head from submitting a recommendation to award to Council where in the opinion of the Department Head and the CAO it is in the best interest of the Municipality to do so.

6.4.2. CAO

- a) Has the authority to instruct department heads not to award contracts and to submit recommendations to Council for approval and may provide additional restrictions concerning procurement where such action is considered necessary and in the best interest of The Nation.
- b) Contracts are subject to the CAO’s approval, when a major irregularity precludes the award of a tender to the Supplier submitting the lowest responsive Bid.

6.4.3. DEPARTMENT HEADS

- a) Department Heads are responsible for procurement activities within their department and are accountable for achieving the objectives of this procurement policy.
- b) Department Heads have the authority to award contracts in the circumstances specified in this policy provided that the delegated power is exercised with the limits prescribed in this policy and that all requirements of this policy are met.
- c) Department Heads shall ensure and provide evidence, if needed, to the CAO that the contract pricing represents fair market value.
- d) Department Heads are responsible for approval of accounts within their approved budget for their department and for any amendment thereto as approved by Council resolution.
- e) Resolutions approving budget amendments or special appropriations shall contain a description of the purpose of the expenditure, cost estimates or expenditure limitation

and the fund within which an appropriation has been provided. All reports by Department Heads recommending such resolutions shall be submitted to the CAO.

- f) A Department Head may delegate his authority to a supervisor or designate provided the designate follows the requirements of this Policy. The Finance Department shall be informed of all such appointments.

6.4.4. TREASURER

- a) Is responsible for establishing, through consultation with the CAO, standards for bid solicitations, purchase orders, contracts, and other documents.
- b) Ensure open, fair, and impartial purchasing processes for goods and/or services.
- c) Ensure compliance with this policy and advise the CAO when there has been non-compliance.

6.5. **REQUIREMENT FOR APPROVED FUNDS**

- a) The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within the budget.
- b) Where goods and/or services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to the following:
 - i. The identification and availability of sufficient funds in the appropriate accounts for the current year within the budget;
 - ii. Where the goods and/or services will continue to be required in subsequent years, in the opinion of the Treasurer the required funding can be reasonably expected to be made available; and
 - iii. The contract includes a provision that the supply of goods and/or services in subsequent years is subject to the approval by Council of the budget estimates to meet the proposed expenditures.
- i. Advertising is not required for services that may be provided only by any of the following licensed professionals: engineers, land surveyors, architects, laboratory professionals, accountants, lawyers, and paralegals.

6.6. **PURCHASING MECHANISMS**

The estimated expenditure value of the goods and/or services requirement will determine the purchasing mechanism to be used as per Schedule “A” “Methods of Procurement”.

6.6.1. PETTY CASH

- a) The purpose is to provide the possibility for each department to purchase goods less than \$149.99 by way of a petty cash fund.

- b) The Treasurer shall have the authority to establish the petty cash funds in such amount as deemed required by a Department.
- c) All purchases made from petty cash shall be approved and coded by the Department Head and submitted to the Finance Department.

6.6.2. CREDIT CARDS

- a) The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or services not exceeding \$10,000.00.
- b) All purchases made with the credit card shall be approved and coded by the Department Head and submitted to the Finance Department.
- c) The Treasurer shall have the authority to establish the maximum spending limit on the credit card in amounts as deemed required by the Department.

6.6.3. SUPPLIER CARDS / ACCOUNTS

- a) The purpose is to provide Departments with a simplified system for the purchase and payment of goods and/or services generally not exceeding \$150,000.00.
- b) All purchases made with the supplier card or charged to a supplier account shall be approved and coded by the Department Head and submitted to the Finance Department.
- c) The Treasurer shall have the authority to request maximum spending limits on the supplier cards or accounts in amounts as deemed required by the Department.

6.6.4. CONTRACT

- a) A Department Head or Designate shall be authorized to make purchases of goods and services for estimated expenditures exceeding \$10,000.00 but not exceeding \$150,000.00 from a supplier through the use of a contract, whether formal or informal.
- b) All purchases agreed to by way of a contract shall be approved and coded by the Department Head and submitted to the Finance Department.

6.6.5. REQUEST FOR QUOTATION (RFQ)

- a) A Department Head or Designate shall be authorized to make purchases of goods and services for estimated expenditures exceeding \$25,000.00 but not exceeding \$150,000.00 from a supplier subject to first obtaining three (3) written quotes whenever possible or a Request for Tender. RFQ documents and specifications (as applicable) may be issued by the Department by mail, email and/or facsimile.
- b) When the selected quote or tender exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

6.6.6. REQUEST FOR TENDER (RFT)

- a) The overall objective is to obtain the goods and/or services at the best price from an appropriately qualified supplier. The RFT documents and specifications (as applicable) shall include the requirements as per Schedule B “Request for Tender”.
- b) A Department Head or Designate shall not purchase goods or services exceeding \$150,000.00 without requesting and obtaining sealed tenders unless specifically authorized by Council resolution to do otherwise. A least three (3) tenders shall be obtained whenever possible.
- c) When several departments come together to make purchases of the same type, the value of a minimum of \$150,000.00 will be calculated by department rather than for the total group purchase.
- d) When the selected tender exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.
- e) When the RFT process is completed but the purchase is postponed, the tender results may be used for a twelve (12) month period providing the pricing remains available. When the purchase is made within the twelve months and the amounts are budgeted, the RFT process will continue as if no interruption had taken place. When the purchase is made within the twelve months, but the amount exceeds the budget, the Department Head shall submit a report to the CAO and Council for approval. If the purchase is made after the twelve-month period, the Request for Tender process must be repeated.

6.6.7. REQUEST FOR PROPOSAL (RFP)

- a) The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The RFP documents shall include the main requirements as per Schedule C “Request for Proposal”.
- b) A Department Head shall not purchase goods and/or services exceeding \$150,000.00 without requesting and obtaining sealed proposals for goods and/or services unless specifically authorized by Council resolution to do otherwise. Whenever possible, at least three (3) proposals must be obtained.
- c) A Department Head may use an RFP instead of a RFQ or a RFT when goods or services cannot be precisely stipulated, or when alternative methods are being sought to meet certain requirements of the Municipality.
- d) A Department Head may choose not to open the proposals publicly when a RFP is used.
- e) Proposals may be evaluated with a scoring system where the price is one of the evaluation criteria. In this case, the proposal achieving the highest score based on the set criteria will be awarded the contract, even if it is not the lowest bidder.

- f) A two-envelope proposal process may be used for RFP. Each proposal is submitted in two envelopes with technical and qualitative information shown in the first envelope and the proposal price in the second. The bidder's second envelope is opened only if the first envelope demonstrates that the bidder is qualified. There will be no public opening when a two-envelope process is used.
- g) When the selected proposal exceeds the approved budget by 10%, the Department Head shall submit a report to the CAO and Council for direction and/or approval in accordance with this Policy.

6.7. NON-COMPETITIVE PROCESS

- a) A non-competitive process shall only be used if one (1) or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value in the circumstances for the Corporation.
 - i. For any acquisition under \$10,000;
 - ii. When the proposed acquisition is a Sole Source acquisition due to:
 - a. a statutory or market-based monopoly;
 - b. rarity of supply in the market;
 - c. the existence of exclusive rights such as patent, copyright, or licence; or d. the complete items, Services, or systems being unique to one (1) Supplier and no alternatives or substitutes existing within Canada.
- b) When the proposed acquisition is a Single Source acquisition and one (1) or more of the following reasons for selecting a particular Supplier apply:
 - i. the need for compatibility with goods/Services previously acquired and there are no reasonable alternatives, substitutes, or accommodations;
 - ii. the need to avoid violating warranties and guarantees where Services/support is required;
 - iii. the extension of an existing Contract would prove more cost-effective or beneficial;
 - iv. due to market conditions, required goods/Services are in short supply;
 - v. the required goods/Services are to be supplied by a particular Bidder having special knowledge, skill, expertise, or experience, which cannot be provided by any other person; or
 - vi. the nature of the requirement is such that it would not be in the public interest to solicit competitive Bids, as in the case of security or confidential matters.
- c) An attempt to purchase the required goods/Services has been made in good faith, using a competitive Bid process, and has failed to identify a Successful Bidder.
- d) The required goods/Services are to be supplied because of an emergency as covered under section 6.14.

- e) Where it is deemed to be in the best interests of the Corporation to negotiate with the Bidder as covered under section 6.15.
- f) A Sole and Single Source listing will be maintained by each head of department for their department. This list will be submitted to the Finance department annually and can be presented to Council upon request.
- g) All non-competitive purchases over \$100,000 for Goods and Services and over \$250,000 for construction must be recorded in the electronic tendering system as an awarded Contract. To meet the reporting requirements from the Trade Agreements in place, regarding the use of limited tendering for purchases at/or above the threshold, the following information shall be entered into the electronic tendering system:
 - i. the name of Supplier;
 - ii. the value of the Procurement;
 - iii. the kind of goods and services procured; and
 - iv. the circumstances and conditions under which the limited tendering exception is claimed.
- h) In order to ensure proper use of non-competitive purchasing, a post-purchase review will be conducted

6.8. STANDING OFFERS

- a) The purpose of a Standing Offer is to facilitate the purchase of Goods and Services to be supplied on an ongoing basis at a predetermined amount over a defined period.
- b) The Department Head may establish Standing Offers using the applicable bid mechanism based upon the estimated annual expenditure. Standing Offers may also be coordinated and issued by the Finance Department for all municipal departments as applicable.
- c) Standing Offer terms shall not exceed 48 months period from the date of the Standing Offer approval, with the potential extension of an additional 24 months.
- d) Employees shall submit a Declaration of Interest letter when submitting a Bid for a Standing Offer.

6.9. COOPERATIVE PURCHASING

- a) The Corporation may participate in cooperative purchasing where it is in the best interest of the Corporation to do so, and the policies of the cooperative purchase venture are consistent with the Corporation's Procurement Policy.
- b) Where other government agencies have included a piggyback clause in their bid request, and with the contractor(s) approval, the Corporation may piggyback on other government agencies contracts, where it is in the best interest of the Corporation to do so. The Corporation may also allow other government agencies to piggyback contracts

established by the Corporation with the approval of the Corporation's selected Contractor(s).

6.10. DISCRETIONARY POWER

- a) Bidders shall acknowledge that the Municipality shall have the right to reject any or all bids for any reason, or to accept any bid which the Municipality in its sole unfettered discretion deems most profitable. The lowest bid, or any bid, will not necessarily be accepted and the Municipality shall have the unfettered right to:
- i. Accept a non-compliant bid;
 - ii. Accept a bid which is not the lowest bid;
 - iii. Reject a bid that is the lowest bid even if it the only bid received;
 - iv. Request clarification or further information regarding any item in a bid;
 - v. Consider any alternate goods, services, terms or conditions that may be offered, whether such offer is contained in the bid or not;
 - vi. Breakdown a RFP/RFT or any agreement negotiated in connection with same, into multiple parts and accept proposals (or portions thereof) from more than one bidder;
 - vii. Enter into negotiations, at any time before or after a proposal submission deadline, with anyone, in relation to the subject matter hereof;
 - viii. If applicable, reject any bidder's recommendation of any subcontractor or any other third party associated with a bid and jointly, along with such bidder, determine alternate acceptable third parties;
 - ix. Extend or otherwise vary the proposal submission deadline, or any other timeline set out with the RFT/RFP;
 - x. Revise or modify the RFT/RFP;
 - xi. Withdraw or cancel the RFT/RFP in whole or in part, whether having received any response thereto or not;
 - xii. Waive any of the stated requirements set out in a RFT/RFP or request non-compliant proponents to rectify any non-compliance within such time as the Municipality may require.
- b) During the evaluation of the bids, the municipality reserves the right to consider:
- i. Information provided in the bid document itself;
 - ii. Information provided in response to credit and industry reference enquiries set out in the bid;
 - iii. Information received in response to enquiries made by the municipality or third parties, apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;

- iv. The manner in which the bidder provides services to others;
 - v. The experience and qualifications of the bidder's senior management and project management;
 - vi. The bidder's compliance with the municipality's requirements and specifications; and innovative approaches proposed by the bidder in the bid.
- c) The bidder acknowledges that the municipality may rely upon criteria which the municipality deems relevant, even though such criteria may not have been disclosed to the bidder. By submitting a bid, the bidder acknowledges the municipality's rights under this section and absolutely waives any right, or cause of action against the municipality and its consultants, by reason of the municipality's failure to accept the bid submitted by the bidder, whether such right or cause of action arises in contract, negligence or otherwise.

6.11. BID CLOSING AND OPENING

Schedules D and E attached hereto will establish appropriate procedure for submitting bids and procedure for bid irregularities.

6.12. CONDITIONS APPLICABLE TO ALL BIDS

The following conditions apply to all bids:

- a) Bid documents must be submitted and received in the manner specified in the bid request document. No exceptions will be permitted.
- b) Bids received at the designated location later than the specified closing date and time will be returned to the bidder. In the case of sealed bids, the bid will be returned to the bidder unopened. No exceptions will be permitted.
- c) A bidder who has already submitted a bid may submit a further bid at any time up to the official closing time. The last bid received will supersede and invalidate all bids previously received from that bidder.
- d) A bidder may withdraw its bid at any time up to the official closing time by letter bearing its signature and addressed to the CAO.
- e) The CAO or designate must complete Form 2 "Statement of Receipt".
- f) All bids shall first be checked by the Department Head or his designate to ensure that:
 - i. The bidder's name and information included in Form 2 "Statement of Receipt" are correct;
 - ii. Form 1, "Statement by Bidder" is signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual;
 - iii. The correct form has been used;
 - iv. Any other form as requested in the bid request has been included;

- v. Each bid envelope is time and date stamped prior to the bid closing time;
 - vi. The bid deposit is sufficient and in acceptable form;
 - vii. Each item of the bid request has been bid;
 - viii. All extensions and totals for each bid are correct. If an extension or total is incorrect, the employee shall cross out the incorrect figure, enter the correct figure in red and initial the entry. The employee shall initial each bid adjacent to the total certifying that it has been checked and is correct.
 - ix. The bid is free of restrictions or alterations except for those in Section 6.9,f,viii above.
 - x. All other bid request requirements have been met.
- g) Bids may be rejected for the reasons specified in Schedule E “Bid Irregularities Summary”.

6.13. NO-COST PROCUREMENT

- a) A “no-cost” Procurement is Procurement for goods, Services, or Construction where the Corporation will not bear any cost (expense or capital expenditure).
- b) These types of Procurement include:
 - i. Revenue-generating opportunities, and/or
 - ii. Cost passed through to a third (3rd) party.
- c) “No-cost” procurement must be acquired in the same manner and using the same procurement methods and corresponding approval requirements as any procurement that has a cost to the Corporation, depending on the value of the no-cost procurement.

6.14. PURCHASE OF USED EQUIPMENT

- a) Provided that such expenditures have been approved in the budget, a Department Head or Designate is authorized to purchase used equipment that is sold by other municipalities, by private sale or public auction, sold through a vendor or licensed to sell equipment, by sealed bid or by negotiation, provided that:
 - i. The equipment meets or exceeds the departmental requirements;
 - ii. It is documented that it is financially profitable to purchase a used piece of equipment rather than purchase new, and it is deemed acceptable by the Department Head of Designate;
 - iii. If the total expenditure on the used equipment exceeds \$10,000.00, a report shall be submitted to the CAO and Council detailing purchase information and expenses;
 - iv. The Department Head or Designate is exempt from the formal bid process when purchasing used equipment by any of the methods detailed in Section 6.12,a.

6.15. EMERGENCY PURCHASES

- a) In cases of emergency, as determined by the Department Head or the CAO, the purchase of goods and services may be authorized in accordance with this Section.
- b) Where the total cost of the purchase does not exceed \$50,000.00, the Department Head or CAO may authorize the purchase.
- c) Where the total cost of the purchase exceeds \$50,000.00, the CAO may authorize the purchase and a report shall be submitted to Council as soon as reasonably possible setting out the details of the purchase made pursuant to this authority and the circumstances justifying the action take.

6.16. PURCHASE BY NEGOTIATION

- a) A formal bid request process may be waived and a Department Head or Designate may purchase by negotiation with one or more suppliers under the following conditions:
 - i. When market conditions are such that, in the judgment of the Department Head or Designate, the goods are in such short supply that a competitive bidding process will not be possible.
 - ii. When there is only one source of supply, as determined by the CAO or Council;
 - iii. When two or more identical bids have been received and meet the specified requirements, the Department Head or Designate may negotiate with the two lowest bidders, keeping all negotiations fair, ethical and well documented.
 - iv. When the lowest bid meeting specifications exceeds the budgeted estimated costs by at least 10% and it is not either possible or in the best interests of the municipality to issue a new bid request.

6.17. EXEMPTIONS

- a) A Department Head may request exemption from any or all the purchasing policy processes outlined in this policy by submitting a report requesting same to the CAO and Council. Any exemption must be granted in writing and a copy forwarded to the Finance Department.
- b) When the CAO requires an exemption in his capacity as Department Head, he may approve requests below \$50,000 in his capacity as CAO. Such approval shall be brought forward to Council for information purposes as soon as reasonably possible after CAO approval. Any request for exemption over \$50,000 requires Council approval.
- c) When the CAO requires an exemption in his capacity as CAO and not as Department Head, all requests require Council approval.

6.18. EXCLUSIONS

Notwithstanding the requirements of this Policy, the goods and services identified in Schedule F “Exclusions” herein, can be purchased without a competitive process.

6.19. ADVERTISING

Subject to subsection b) below, purchases exceeding \$100,000 for Goods and/or Services and \$250,000 for Construction shall, as a minimum, be advertised.

- a) All formal bid requests will be advertised on the Municipality’s web site from the date that the Bid Solicitation is issued up to and including the date on which the Bid Solicitation close.
- b) Where, in the opinion of the Department Head, it would be effective to do so, information regarding bid request documents shall be advertised in a local newspaper having circulation in all, or a major portion of the County, or applicable publications necessary to comply with all existing statutory regulations. Any requirement exceeding \$100,000.00 must be advertised.
- c) Advertising is not required for a request for proposal by invitation.

6.20. AWARD NOTIFICATION

Contract award notification will be posted on the Bidding System and will be published within seventy-two (72) calendar days of award of Contract. The notification must be posted after the agreement between the successful Supplier and the Organization is executed. Contract award notification must list the name of the Successful Bidder.

6.21. DEBRIEFINGS

Unsuccessful Bidders may request a debriefing in accordance with the instructions in the Bid Request. If a debriefing is requested, it should be scheduled by the Department Head or the Designated Employee in charge of the Bid Request. Debriefings shall not take place until after a Contract has been entered into with the Successful Bidder and notification of award has been posted.

6.22. BID DISPUTE

To maintain the integrity of the process, Bidders who believe they have been treated unfairly in a Bid Request process can make this known by contacting the Department Head or the Designated Employee in charge of the Bid Request, prior to the award of the Contract. A Bid dispute shall be resolved as follows:

- a) A meeting between the Bidder and the Department Head or the Designated Employee in charge of the Bid Request;

- b) If a resolution has not been reached by meeting the Department Head or the Designated Employee, the Bidder may appeal the decision, in writing, to the CAO. The CAO's decision is final.

6.23. BID DEPOSITS

- a) Bid deposits could be required to accompany bids in the following circumstances:
 - i. All bids for municipal construction projects estimated to cost more than \$100,000.00;
 - ii. Special contracts or purchases as deemed appropriate by the Department Head.
- b) Bid deposits shall be no less than 5% of the estimated value of the work before bidding, or an amount equal to a minimum of 5% of the bid submitted.
- c) A bid deposit shall be provided in Canadian currency and in one of the following formats:
 - i. A bid bond issued by a recognized bonding company currently licensed to operate in the Province of Ontario, naming the Municipality as the creditor;
 - ii. A certified cheque made payable to the Municipality;
 - iii. An irrevocable Letter of Credit naming the Municipality as the beneficiary and in a form satisfactory to the Municipality;
 - iv. A money order made payable to the Municipality.
- d) The Municipality does not pay interest on bid deposits.
- e) The bid deposit cheque, money order or bid bond are a guarantee that the contractor or supplier will execute a contract agreement with the Municipality for the delivery of the services, materials or equipment provided for in the applicable bid request documents.
- f) All cheques, bonds, letters of credit or money orders shall be payable to the Corporation of The Nation Municipality. Unless otherwise mentioned, the Municipality shall return all bid deposits except the lowest bid within twenty (20) working days after the close of the bids, unless some anomalies are found in the analysis of the two lowest bids. In this case, the third lowest bid deposit will be retained. The bid deposits retained by the Municipality shall be released after execution of the contract agreement and submission to the Municipality of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Municipality in its bid request documents within a delay of three weeks after the date of the contract award, the Municipality, in its sole discretion, may cash any bid deposit cheque or money order, or act upon a bid bond in its possession relating to the specific bid request documents for default of the bidder and the Municipality has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted shall have no claim whatsoever against the Municipality for such action taken by the Municipality.

- g) All bid deposits must be signed originals and, in the case of bonds, sealed. No faxes or photocopies will be accepted.
- h) The Municipality is authorized to cash and deposit any bid deposit in its possession that is forfeited because of non-compliance with any of the terms, conditions and/or specifications of a bid.

6.24. SECURITY REQUIREMENTS

- a) Performance, labour and/or material payment and/or maintenance bonds are required for all construction projects exceeding \$100,000.00; bonding amount shall not be less than 50% of the bid amount.
- b) All bonds must be signed originals and sealed. No faxes or photocopies will be accepted.
- c) The above-mentioned bonding requirements may be replaced by any other type of guarantee as approved by the CAO.
- d) Once the contract is granted and where required, the contractor must provide to the Municipality, at his cost, a performance bond in the amount specified in the bid request documents. Such bond shall be deemed satisfactory by the Municipality.
- e) The performance bond shall unconditionally guarantee that the work will be satisfactorily completed, or the materials supplied, or both, within the terms of the contract up to the face value of the bond, that is, the bonding company will be liable whenever the contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications of the contract and a twelve (12) month maintenance guarantee. The bonding company shall NOT replace a prime contractor or sub-contractor without prior approval of the appropriate Department Head or the Municipality's consultant.

6.25. INSURANCE

- a) The following insurance requirements are mandatory for all work undertaken on behalf of The Nation Municipality. The successful contractor shall provide the Municipality with an insurance certificate as follows:
 - i. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5 million per occurrence/maximum of \$5 million annual aggregate for any negligent acts or omissions relating to the obligations under the bid request. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use, personal injury, contractual liability, premises, property and operations, non-owned automobile, broad form property damage, owners and contractors protective, occurrence property damage, products broad form completed operations, employees as additional insured (s), contingent employers' liability, tenants legal liability, cross liability and severability of interest clause. If applicable, the commercial general liability insurance policy

shall not contain any exclusions of liability for damage, etc. to properties, buildings or land arising from:

- a. Removal or weakening of support of any property, building or land whether such support is natural or otherwise;
 - b. Use of explosives for blasting;
 - c. Vibration from pile driving, caisson work, if minimum coverage for any such loss or damage is \$5 million;
- b) The Nation Municipality shall be added as an additional insured. The insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
 - c) Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2 million inclusive for each and every loss.
 - d) Professional Liability (Errors and Omissions) Insurance coverage shall be obtained to a limit of not less than \$2 million. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
 - e) Environmental Impairment Liability Insurance with a limit of not less than \$2 million per incident/annual aggregate. Coverage shall include third party bodily injury and property damage including on-site and off-site clean-up. If such insurance is written on a claims made basis, the policy shall contain a 24 month extended reporting period or shall be maintained for a period of two years subsequent to conclusion of the services provided under the contract. The Nation Municipality shall be added as an additional insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.
 - f) If required, the contractor shall provide and maintain during the term of the contract, Broad Form Builders' Risk and Equipment Breakdown insurance coverage to the full replacement cost of the existing building and all improvement and renovation construction costs. Such insurance shall be written on an All Risks basis including earthquake, flood, sewer backup and testing /commissioning. The policy shall be issued in the name of the contractor and The Nation Municipality as a loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.
 - g) The successful bidder must provide, at its cost, a certificate of insurance verifying the above noted coverage prior to the effective date of the contract, to the satisfaction of the municipality and be in force for the entire contract period.

- h) An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving notice to the Municipality a written notice of thirty (30) days.
- i) The Municipality reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- j) The successful bidder shall indemnify and release the Municipality from any responsibility, loss claims, demands, costs and expenses, including reasonable legal fees, caused wholly or in part by any negligence, acts or omissions whether wilful or otherwise by the bidder, its agents, officers, employees, or other persons for which the bidder is legally responsible.

6.26. INFORMATION TO BIDDERS

- a) All prospective suppliers of goods or services should ensure that they are familiar with the Municipality's Procurement Policy. The policy is available on the municipal website at www.nationmun.ca.
- b) Bidders shall carefully examine and study all the bid request documents, drawings, specifications, work sites (if applicable), etc. to ensure that all conditions affecting the contract and the detailed requirements have been met.
- c) Should a bidder find discrepancies in, or omissions from the bid request documents, or should it be in doubt as to the meaning, it shall clarify them with the appropriate Department Head who may subsequently send an addendum to all bidders. No oral explanation or interpretation will be provided.
- d) Where sub-trades are to be used, a complete list showing the sub-trades' name, owners, phone numbers and addresses shall accompany the bid submission. The cost of the work to be performed by each sub-trade shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Department Head or the Municipality's consultant.
- e) The contractor shall insert the firm's WSIB account number in the space provided on the bid form (as applicable). This number is required to verify the firm's standing with the Board at the time of the recommendation to award this contract.
- f) Any contingency allowance to be included shall be stated by the Municipality and no bidder shall include any other contingency allowance on any bid.
- g) The estimate of quantities as shown in the bid request documents shall be used as a basis of calculation upon which the award of contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Municipality.
- h) Whenever the amount bid for an item in a bid submission does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall prevail, and the amount of the total bid price shall be corrected accordingly.

- i) The unit price or lump sum price for all items in the schedule of quantities and unit prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the special provisions, standards specifications, and additional specifications.
- j) After notification of award, the successful bidder will be responsible for adhering to the following, as applicable to the bid request documents requirements:
 - i. The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSAI clearance letter, as required herein, with the Municipality within three (3) weeks of the date of the contract award and these documents shall be maintained by the Municipality until contract completion.
 - ii. Failure to execute the contract or to file satisfactory bond, insurance policies and WSAI clearance letter as required by the bid request document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Municipality, not as penalty, but in liquidation of damages sustained. The Municipality shall then have the right to award the contract to any other bidder or to reissue the bid request documents.
- k) Payments to the Contractor, holdbacks, and their release, as well as certificates of substantial performance and completion under the contract shall be in full compliance with the provisions of the Construction Lien Act, R.S.O. 1990, unless otherwise specified.
- l) In its bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven (7) days of the receipt of the said certificate, in order to facilitate the holdback release under the substantial performance certificate.
- m) Successful bidders shall be responsible for all permits.
- n) The contract must be completed by the time specifies in the bid request documents or as agreed upon in the contract.

6.27. STATEMENT BY BIDDER

The Statement by Bidder (Form 1 attached) must be completed in full and signed by an individual representing the bidder and a witness is a non-corporation or an authorized representative of the company or a director or officer of the company and the corporate seal, if the bidder is a corporation.

6.28. CONFLICT OF INTEREST

- a) All consultants (e.g. architects, engineers, etc.) retained by the Municipality shall disclose, before accepting an assignment, any potential conflict of interest. If such conflict of interest does exist, the Municipality will, as directed by the Department Head, in its discretion, withhold the assignment from the consultant until the matter is resolved.

The Municipality reserves the right to terminate the assignment in the case of a conflict of interest.

- b) The Corporation shall make no purchase of goods or Services for the personal use of elected or appointed Officials or employees or any member of their respective families.
- c) No employee shall purchase or offer to purchase, on behalf of the Corporation, any goods or Services except in accordance with this Procurement Policy.
- d) No goods or Services shall be purchased from an Officer or employee of the Corporation, or from any associate of such Officer or employee, unless the extent of the interest of such Officer or employee has been fully disclosed and the CAO has approved the purchase.
- e) Every elected official, appointed officer, Employee of the Corporation or member of an Employee's Immediate Family is expressly prohibited from accepting, directly or indirectly, from any person, company, firm or corporation to which any Purchase Order or Contract is, or might be awarded, any rebate, gift or money, except:
 - i. Gifts of a very small intrinsic value; or
 - ii. Moderate hospitality during the normal course of business that would not significantly exceed what the Corporation, through the Employee's expense account, would likely provide in return and would not be perceived by others as influencing the making of a business decision
- f) Subject to section 41(c) above, all elected officials, officers or Employees of the Corporation shall declare any Conflicts of Interest to the Chief Administration Officer and shall not be involved in a purchasing process where a Conflict of Interest exists, including, but not limited to:
 - i. Requesting the Goods and/or Services, setting the parameters of the Purchase, evaluating Bids or recommending, deciding or making Awards;
 - ii. Direct contact with those making those purchasing decisions, both in Purchasing Department and the user Department.
- g) Suppliers shall not be allowed to submit a Bid for any Bid Solicitation in which the Supplier has participated in the preparation of the Bid Solicitation, and any such Bid submitted shall be disqualified except where such Supplier has been specifically authorized by Council to participate in such Bid Solicitation.

6.29. ADDITIONAL WORK OR SERVICES

- a) Additional work or services not included in the original bid request, but which are identified and deemed necessary or desirable by the Municipality either prior to, during or after the performance of the services, shall be performed by the service provider subject to the following criteria:
 - i. The Municipality will provide a written description of the additional work, items or services and, where required, detailed plans;

- ii. The service provider will provide a written estimate of the cost to perform the services and shall include:
 - a. The cost of the work or services as per the applicable general conditions; or
 - b. The cost of the work at the same unit cost as set out in the bid; or
 - c. The cost of the work on a cost-plus basis to be agreed upon.
- b) The service provider will set out in writing any impact the additional work or services will have on the project schedule, if any.
 - i. The Municipality shall not be liable for the cost of any additional work performed by the service provider unless such work or services have been authorized in writing by the Municipality.

6.30. LOBBYING RESTRICTIONS

- a) Suppliers, their staff members, or anyone involved in preparing Bids shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the purchasing process or subsequent Award. This restriction extends to all of the Corporation's staff and members of Council.
- b) The Corporation may reject any bid by a supplier that engages in such lobbying, without further consideration, and may terminate that Supplier's right to continue in the purchasing process.
- c) During a Bid Solicitation process, all communications shall be made through the Purchasing Department. No Supplier or person acting on behalf of a Supplier or group of Suppliers, shall contact any elected official, consultant, or any Employee of the Corporation to attempt to seek information or to influence the Award.
- d) Elected officials shall refer any inquiries about a Bid Solicitation process to the CAO.

6.31. ACCESS TO INFORMATION

- a) The disclosure of information received relevant to Bid Solicitations or Awards shall be made by the appropriate officers in accordance with the provisions of all relevant privacy legislation including primarily the Municipal Freedom of Information and Protection of Privacy Act, R.S.O1990, c. M.56, as amended.
- b) All Suppliers who contract with the Corporation shall adhere to or exceed the standards set in the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, or other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of the Corporation as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of the Corporation, and all

records thereof which they come into contact with in the course of performing Services or providing Goods to the Corporation.

6.32. EXTENSION OF CONTRACT

Contracts may include extensions to the term of the agreement as set out in the Bid Request. Extending the term of agreement beyond that set out in the Bid Request amounts to a non-competitive procurement where the extension affects value and/or stated deliverables of procurement. In such situations, approval from an appropriate authority as per section 6.3 must be obtained prior to proceeding with the extension.

6.33. SUPPLIERS IN LITIGATION

- a) Except as otherwise permitted in Section 6.29(b), in relation to a previous acquisition or any supply contracts awarded to that supplier or affiliates (s), a bid from a supplier shall be rejected if the supplier, any affiliate of the supplier, or any principal, officer or director of the supplier, directly or indirectly through another corporation or other business entity:
 - i. has commenced and continues at the time of the proposed award to pursue litigation against the Municipality, its elected officials, officers and/or employees; or
 - ii. is a person or entity against whom the Municipality is pursuing litigation at the time of the proposed award.
- b) A bid from a supplier described in Section 6.29(a) may be accepted provided that the CAO has determined that:
 - i. there is an emergency;
 - ii. the acquisition is a sole source acquisition;
 - iii. the Municipality is legally obligated to enter into the contract;
 - iv. where the Municipality has been named as plaintiff or defendant pursuant to a subrogated interest, an appropriate arrangement has been made to indemnify the Municipality; or
 - v. where the amount in dispute in the litigation does not exceed \$100,000.00, the award of the contract would be in the best interests of the Municipality, based on the consideration of factors that include, but are not limited to:
 - vi. the supplier's performance under previous contracts with the Municipality;
 - vii. the Municipality's claims history with the supplier; and
 - viii. the assessment of the overall risk and total cost in entering a contract with the supplier.

6.34. LOCAL PREFERENCE

- a) The following two legislative documents prohibit municipalities from adopting a Local Preference Policy:
 - i. The Discriminatory Business Practices Act, R.S.O 1990, Chapter D12, as amended; and
 - ii. Chapter 5 of the Agreement on Internal Trade.
- b) The primary objective of the purchasing process is to acquire goods/services at the lowest possible cost, consistent with the demands of suitability, quality, service, and delivery capabilities.
- c) If in the determination of the Department Head, a competitive market exists, and two or more compliant bids are received and are identical in price, and provided suitability, quality, service and delivery are similar, then priority of acceptance may be made first for a local bid, is any, than for a regional bid, is any, otherwise, the “best and final offer” from bidders involved in order to break the tie.

6.35. ENVIRONMENTALLY SOUND ACQUISITIONS

Departments will endeavor to include specifications in Bid Solicitations that provide for energy efficient products, reusable products and products that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are competitively priced.

6.36. ADMINISTRATION

- a) No contract or purchase shall be provided to avoid any requirements of this Procurement Policy.
- b) In all purchases, price shall be the prime selection criteria before any special provisions, additions or deletions are calculated into the bid price, providing that all specification requirements are met. Such specifications are to be generic or described as “equivalent”. All factors influencing the purchasing decision are to be included in the specifications.
- c) The Municipality may participate with other units of government, their agencies or public authorities in co-operative purchase ventures when it is in the best interest of the Municipality to do so and the policies of the co-operative purchase venture are consistent with the Municipality’s Procurement Policy.
- d) Performance evaluations may be undertaken on suppliers.
- e) All original invoices from suppliers shall be authorized before payment. Authorization in the form of signatures of the Department Head or designate and staff denoting clerical accuracy, budgetary or specific resolution approval and indicating that goods

and services were received in good order must be in place. These signatures will be deemed to authorize payment.

- f) Between the last regular meeting of Council in any year and the adoption of the budget estimates for the next year, the Treasurer is authorized to pay the accounts of any ordinary business transactions of the Municipality that are required to maintain services. This shall include the payment of accounts for previously approved capital items and projects.
- g) After the adoption of the budget estimates, the Treasurer is authorized to pay the accounts approved by the Department Head and to pay contract accounts upon receipt of evidence of value received and approval of the Department Head and Council.
- h) Notwithstanding the provisions of this policy, the Municipality shall have the right to reject the lowest or any bid in its absolute discretion. The Municipality also reserves the right to re-issue a bid request document in its original form or as modified to best suit the requirements of the Municipality.
- i) The Municipality shall make no purchase of goods or services for the personal use of elected or appointed officials or employees or any member of their respective families.
- j) No employee shall purchase or offer to purchase, on behalf of the Municipality, any goods or services, except in accordance with this Procurement Policy.
- k) Elected officials shall not approve nor acquire any goods or services.
- l) No goods or services shall be purchased from an officer or employee of the Municipality, or from any associate of such officer or employee, unless the extent of the interest of such officer or employee has been fully disclosed and the CAO has approved the purchase.
- m) The Municipality shall endeavour to standardize all goods and services to allow for bulk purchasing and the related financial economies of scale.
- n) Material Safety Data Sheets (MSDS) must be maintained on file by the user department for all relevant products regardless of how the products are acquired, as per the Occupational Health and Safety Act.
- o) All background information, submitted by suppliers, purchase orders and other relevant information involved in obtaining process for goods and services shall be retained in the originating department as per the Records Retention By-Law #127-2019.

6.37. PROCUREMENT PROCESS REVIEW

- a) The Treasurer may randomly review departmental purchasing related files on an on-going basis to review the effectiveness and integrity of the process as well as compliance with this Procurement Policy.
- b) The CAO may require a complete review of this Procurement Policy for the purpose of evaluating its effectiveness at any time.

7. POLICY REVIEW

The CAO and/or Treasurer shall review the effectiveness of this policy at least every two (2) years to ensure that it is aligned with current best practices and legislative requirements. The result of this review, along with any recommended changes, will be reported to Council for approval. Unless circumstances indicate that a review is required.

8. EFFECTIVE DATE

This amended Procurement of Goods and Services Policy shall take effect on August 12, 2024 and shall replace the former policy number F-2016-03 dated March 14, 2016.

SCHEDULE A

METHODS OF PROCUREMENT

Limit ¹	Budget	Purchasing Mechanism	Type of Bid Request	Source of bid	Approval Authority
\$0 to \$149.99	Included	<input checked="" type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
					<input checked="" type="checkbox"/> Designated Employee
	Not Included	<input checked="" type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
					<input checked="" type="checkbox"/> Designated Employee
\$150 to \$10,000	Included	<input type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
		<input checked="" type="checkbox"/> Contract			<input checked="" type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input checked="" type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
					<input checked="" type="checkbox"/> Designated Employee
\$10,000 to \$50,000	Included	<input type="checkbox"/> Petty Cash	<input type="checkbox"/> Request for Quotation	<input type="checkbox"/> Invitation	<input type="checkbox"/> Council
		<input type="checkbox"/> Credit Card	<input type="checkbox"/> Request for Tender	<input type="checkbox"/> Newspaper or other publication	<input type="checkbox"/> CAO
		<input checked="" type="checkbox"/> Supplier card/account	<input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Website	<input checked="" type="checkbox"/> Department Head
		<input checked="" type="checkbox"/> Contract			<input type="checkbox"/> Designated Employee

Limit	Budget	Purchasing Mechanism	Type of Bid Request	Source of bid	Approval Authority
\$10,00.00 to \$50,000	Not Included	<input checked="" type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
\$50,000 to \$150,000	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input type="checkbox"/> CAO <input checked="" type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Request for Quotation <input type="checkbox"/> Request for Tender <input type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input type="checkbox"/> Newspaper or other publication <input type="checkbox"/> Website	<input type="checkbox"/> Council <input checked="" type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
\$150,000 +	Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Formal Agreement	<input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input checked="" type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input checked="" type="checkbox"/> Newspaper or other publication <input checked="" type="checkbox"/> Website	<input type="checkbox"/> Council <input checked="" type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee
	Not Included	<input type="checkbox"/> Petty Cash <input type="checkbox"/> Credit Card <input type="checkbox"/> Supplier card/account <input checked="" type="checkbox"/> Formal Agreement	<input type="checkbox"/> Request for Quotation <input checked="" type="checkbox"/> Request for Tender <input checked="" type="checkbox"/> Request for Proposal	<input checked="" type="checkbox"/> Invitation <input checked="" type="checkbox"/> Newspaper or other publication <input checked="" type="checkbox"/> Website	<input checked="" type="checkbox"/> Council <input type="checkbox"/> CAO <input type="checkbox"/> Department Head <input type="checkbox"/> Designated Employee

¹Financial Limits do not include taxes and freight charges.

This schedule does not contain any exceptions. Refer to the policy for possible exceptions.

SCHEDULE B

REQUEST FOR TENDER

The overall objective is to obtain the required goods and/or services at the best price from an appropriately qualified vendor. The Request for Tender document shall include the following main requirements:

1) Instruction to Bidders

This includes all the procedures for the process that includes, but is not limited to:

- The Municipality contact name and phone number for queries;
- Addenda issuance procedures;
- Closing date, location and time;
- Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
- Requirements at time of closing (bid deposit);
- Requirements regarding insurance coverage;
- Discretionary power clause;
- If applicable, additional work or services, supplier in litigation and local preference clauses;
- Terms and conditions as per the Municipal Procurement Policy. The RFT must refer to the Municipality's web site www.nationmun.ca for a copy of the Procurement Policy;
- Form 1 must be included in the RFT documents. The Request for Tender must include the following statement: *"Form 1 must be signed by the bidder and sealed if the bidder is a corporation or, witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected."*
- Bid deposits and/or bonding requirements;
- Requirements to use Canadian currency for all pricing including in the bid;
- A bid label and the procedure for its use must be included with the RFT documents.

2) Scope/Specifications (as applicable)

- If the product/work requirement can be generally described for information purposes and does not require the bidder to indicate its compliance, the

information can be stated in the RFT under “Scope”. (e.g. supply and delivery paper);

- If the product/work requirement is specific in technological requirements, measurements, etc. that requires the bidder to comply with or to provide a spec sheet of the product/work, then specifications are required. (e.g. for the purchase of a vehicle). Specifications must be specific enough to give all bidders sufficient information to provide a bid that will meet or exceed the requirements but general enough that it allows an equal opportunity to bid.

3) Bid Form

- This provides the bidder with an adequate format to provide unit or lump sum prices matching the description of the product/work requirements;
- Clearly indicate on the bid form if taxes are or are not applicable and if they are to be included or not included in the unit or lump sum price;
- The bid form shall also include an area to provide for the bidder’s signature, company name, company address, telephone number, fax number and email address.

All prospective bidders shall be supplied with one copy of the official Request for Tender documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number, and fax number is to be maintained to facilitate the distribution of potential written addenda.

Closing times for sealed bids will be determined by the Department Head, and shall be submitted to:

The CAO,
The Nation Municipality
958 Route 500 West,
Casselman, ON K0A 1M0

SCHEDULE C

REQUEST FOR PROPOSAL (RFP)

When an evaluation team is used, it should consist of representatives of those parties that have an interest or expertise in the project and its requirements.

The RFP should include but is not limited to the following:

- 1) **Introduction**- some general statements regarding the purpose of the RFP, general background information, historical data, etc.
- 2) **Information for bidders**- this includes all the procedures for the process including, but not limited to:
 - The Nation Municipality contact name and phone number for queries;
 - Closing date, location and time;
 - Addenda issuance;
 - Municipal processes for acceptance, rejection, payment terms, delivery terms, etc.;
 - Requirements at closing time, submission details, number of copies of bids to be submitted;
 - Requirements regarding insurance coverage;
 - Discretionary power clause;
 - If applicable, additional work or services, supplier in litigation and local preferences clauses;
 - Terms and conditions as per the Municipality's Procurement Policy. The RFP document must refer to the Municipality's web page www.nationmun.ca for the Procurement Policy;
 - Form 1 must be included in the RFP documents. The RFP must include the following statement: "*Form 1 must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual and submitted with the bid, otherwise the bid will be rejected.*"
 - Requirement to use Canadian currency for all pricing included in the bid;
 - A bid label and the procedure for its use must be included with the RFP documents.

- 3) **Scope of Work/Deliverables-** outline the objectives, goals, deliverable requirements, etc.
- 4) **Evaluation Criteria-** detail an outline of the evaluation criteria that will assist the bidders with outlining their submission. The actual weighted ratings do not need to be provided in the RFP document. The evaluation criteria cannot be changed after the bids have been submitted. All prospective bidders shall be supplied with one copy of the official RFP documents, and a set of plans and/or specifications as applicable. A complete list of prospective bidders, including address, phone number and fax numbers is to be maintained to facilitate the distribution of potential written addenda.
- 5) **Closing times** for sealed bids will be determined by the Department Head and bids will be submitted to:

The CAO,
The Nation Municipality
958 Route 500 West,
Casselman, ON K0A 1M0

SCHEDULE D

PROCEDURE FOR SUBMITTING BID REQUESTS

Bid Requests must abide by the following procedures:

- All formal bids must be properly signed and sealed if the bidder is a corporation or witnessed if the bidder is an individual and placed in a sealed envelope and submitted to the CAO at the designated location in the Bid Request documents, as specified in the Bid Request documents;
- All sealed bid submissions shall have the date and time of receipt noted on the face of the envelope;
- Sealed bid submissions received later than the time specified will not be accepted. If received by mail, the sealed bid will not be opened and will be returned by regular mail or picked up by the owner from the Clerk's Office.
- When permitted in the Bid Request, electronic bids will be accepted. These bids will be submitted according to the procedure described in the Bid Request. IT services will be responsible for managing the technologies used for receiving electronic bids. The opening of electronic bids will be done on the date and time specified in the Bid Request.
- All sealed bid submissions will be opened at a time announced by the Department as soon after the closing as is practical. Sealed bid submissions openings shall be open to the public. The CAO, Department Head and/or the Treasurer or their respective designates shall attend and the names of those in attendance shall be recorded. When a two-envelope process is used, there shall be no public opening.
- A Department Head may choose not to open the bids publicly when a Request for Proposal is used.
- Upon opening, only the bid prices will be provided unless otherwise noted in the Request for Bid documents. The Municipality reserves the right to verify all bid submissions for requirements and extended prices after the public opening and may reject any non-compliant bids after the opening. No announcement concerning the successful bidder will be made at the opening of bids.
- The Department Head issuing the bid is responsible for notifying the Treasurer or it's designate of the bid request.
- The Municipality reserves the right to reject any or all bids for any reason whatsoever.

- Any bidder will be permitted to withdraw this unopened bid after it has been deposited with the CAO, provided such request for withdrawal is received in writing prior to the time appointed for the bid opening. Following withdrawal, the bidder may resubmit a new bid. Bids may be withdrawn and resubmitted only within the timeframe allowed by the RFP or RFT.
- More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
- Bids that are incomplete, conditional, or obscure, or that contain additions not called for, erasures, alterations, or irregularities of any kind, may be rejected as non-compliant. A bidder may, however, submit alternative prices on any item for consideration. The Municipality reserves the right to waive informalities in its discretion. The Municipality shall be the sole judge of such matters.
- Bids containing mathematical errors and are likely to adversely affect the interests of the Municipality may be rejected. The Municipality shall be the sole judge of such matters.
- All bids must be on the form provided by the Municipality. The form must be signed by the bidder and sealed if the bidder is a corporation or witnessed if the bidder is an individual. A bid submitted by a corporation shall bear the corporate seal and the signature of a duly authorized officer or officers who may be required to present evidence of his or their authority to sign. Where a bid is a joint venture, each corporation shall comply individually with this direction.

SCHEDULE E

BID IRREGULARITIES SUMMARY

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
1	Late bids by any amount of time	X		Automatic rejection
2	Form 1, Statement of Bidder is missing or not signed. Form 1 is considered not signed when the signature of an authorized person or the corporate seal is missing if a Corporation and if the signature or the witness's signature is missing if an individual.	X		Automatic rejection
3	Bids completed in pencil	X		Automatic rejection
4	Bid deposit not submitted with the bid when the Bid Request (or any addenda) indicated that such is required	X		Automatic rejection
5	<p>EXECUTION OF AGREEMENT TO BOND</p> <p>a) The Bond Company's corporate seal or equivalent proof of authority to bind the company signature is missing</p> <p>b) Surety company is not licensed to do business in Ontario</p>	X		Automatic rejection
6	<p>EXECUTION OF BID BONDS</p> <p>a) Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both is missing</p> <p>b) Corporate seal or equivalent proof of authority to bind company or signature of BONDING COMPANY is missing</p>	X		Automatic rejection
7	<p>OTHER BID SECURITY</p> <p>Cheque which has not been certified</p>	X		Automatic rejection
8	Bidders not attending mandatory site meeting(s)	X		Automatic rejection

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
9	Unsealed tender envelopes	X		Automatic rejection
10	Pricing or signature pages missing	X		Automatic rejection
11	Insufficient financial security (i.e. no deposit or Bid Bond or insufficient deposit)	X		Automatic rejection
12	Bids received on documents other than those provided in the Bid Request		X	Acceptable unless specified otherwise in the request
13	EXECUTION OF BID DOCUMENT Bond company corporate seal or equivalent proof of authority to bind company or signature missing	X		Automatic rejection
14	Part bids (all items not properly completed)	X		Only permitted if part bids were allowed in the Bid Request
15	Bids containing minor clerical errors		X	Municipality reserves the right to waive initialling and accept the bid
16	Uninitiated changes to the bid which are minor (i.e. Bidder's address is amended by overwriting but not initialled)		X	Municipality reserves the right to waive initialling and accept the bid
17	Alternate items bid in whole or in part		X	Available for further consideration unless specified otherwise in the request
18	Unit prices in the schedule of prices have been changed but not initialled		X	Municipality reserves the right to waive initialling and accept the bid

ITEM NO.	DESCRIPTION	MAJOR	MINOR	ACTION
19	Other mathematical errors which are not consistent with the unit prices		X	Unit prices will govern
20	Pages requiring completion of information by vendor are missing		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable
21	Bid documents which suggest that the bidder has made a major mistake in calculations or the bid		X	Consultation with Solicitor on a case-by-case basis and referenced within the staff report if applicable

SCHEDULE F

EXCLUSIONS

- 1) Payments made in accordance with salaries and payroll benefits, including temporary help agency employees and providers as authorized by Council.
- 2) Expenditures for training and education such as but not limited to:
 - i) Attendance at conferences, seminars, courses, and conventions
 - ii) Subscriptions to books, magazines, and periodicals
 - iii) Membership fees
 - iv) Fees for trainers/facilitators
- 3) Refundable Employee expenses such as but not limited to :
 - i) Meal allowances
 - ii) Travel and entertainment
 - iii) Miscellaneous expenses
- 4) General expenses such as but not limited to :
 - i) Licenses (vehicles, information systems, etc.)
 - ii) Debenture payments
 - iii) Interest on temporary bank loans and bank charges
 - iv) Insurance deductible and adjustor's fees
 - v) Grants or contributions to agencies
 - vi) Payments made to partners with whom a signed contract is currently in place for the exchange or the delivery of good and/or services
 - vii) Damage claims
 - viii) Petty cash replenishment
 - ix) Tax remittances

- x) Inter-department charges
 - xi) Payment to or on behalf of individuals in regard to programs authorized by Council.
- 5) Professional and Special Services, committee related fees
- 6) Utilities such as but not limited to :
- i) Water and Sewage
 - ii) Taxes
 - iii) Electricity
 - iv) Gas
 - v) Telephone
 - vi) Internet connection
 - vii) Mandatory inspections made by governmental and/or public utilities agencies
- 7) Postal charges and delivery services
- 8) Specific payments as authorized by Council such as but not limited to:
- i) Land purchases
 - ii) Expropriations
 - iii) Insurance premiums
 - iv) External auditors
 - v) Legal services
 - vi) Consultants
 - vii) Property assessment

THE CORPORATION OF THE NATION MUNICIPALITY

FORM 1 - STATEMENT BY BIDDER

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package and in the Municipality's Procurement Policy in force.
2. I/We have read and understand all terms and conditions of all forms included as part of this bid package as well as the Municipality's Procurement Policy in force.
3. I/We understand that if our bid is chosen, all requirements of the successful bidder as outlined in this bid package as well as in the Municipality's Procurement in force will be completed by the time and in the format required.
4. If the Bid is accepted, I (we) agree to provide the insurance and all documentation, as required, and specified by the Bid Request Document(s).
5. If I am (we are) the Successful Bidder, I (we) agree to provide all Supplies, Services, and/or Construction as more specifically set out and in accordance with the Corporation's Bid Request document(s), including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Corporation), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
6. I (We) certify that this Bid is made without any connections, knowledge, and comparison of figures or arrangements with any other company, firm, or person making a Bid for the same work and is in all respects fair and without collusion or fraud.
7. I (We) do hereby Bid and offer to enter a Contract to do all the work as specified in the Bid Request document(s) which shall include all costs but are not limited to freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
8. If I (we) withdraw this Bid before the formal Contract is executed by the Successful Bidder for the said work or sixty (60) calendar days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this Bid) shall be forfeited to the Corporation.
9. I (We) (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Corporation.
10. I (We) hereby confirm that any and all workers performing work under this Contract have been properly trained under the *Occupational Health and Safety Act* and that every

Supervisor appointed is a “competent person” as defined in the *Act*. Furthermore, I (we) confirm that all work shall be in compliance with the *Act’s* regulations. ADM-019 Procurement Policy 43

11. I (We) agree to perform the work in compliance with the required completion schedule stated in the Bid Request document(s), or if no schedule is stated, to attain substantial performance of the work in compliance with the required completion schedule stated in the Bid Request document(s).
12. I (We) certify that I am (we are) not a party or privy to any deceit to mislead the Corporation into accepting this Bid as a truly competitive Bid whether to the prejudice, injury, or benefit of the Corporation.
13. I (We), including Non-Resident Bidder, shall comply with all Federal, Provincial (Ontario), and Municipal Laws, Acts, Ordinances, Regulations, and By-laws, which in any way pertain to the Services and/or Supplies outlined in the Bid Request or to the Employees of the Bidder.
14. I (We), including Non-Resident Bidder, shall charge applicable HST for Ontario.

Dated at _____ this _____ day _____ of _____ 20 ____ .

CORPORATION

 Signature of Authorized person

SEAL

 Name & position (please print)

OTHER THAN A CORPORATION

 Signature of Authorized person

 Name & position (please print)

 Witness signature

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO :104-2024

BEING a By-Law to provide for a Disposal of Non-Land Assets Policy for The Corporation of The Nation Municipality.

WHEREAS Section 8 of *The Municipal Act, S.O. 2001, c.25, as amended* states that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable to the municipality to govern its affairs as it considers appropriate;

AND WHEREAS Section 9 of *The Municipal Act, S.O. 2001, c.25, as amended* states that a 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 Section 270 of the *Municipal Act R.S.O., 2001* as amended provides that a municipality shall adopt policies with respect to the procurement of its goods and services.

NOW THEREFORE, the Council of the Corporation of The Nation Municipality enacts as follows:

That the Council of the Corporation of the Nation Municipality adopts Schedule A hereto pertaining to the Disposal of Non-Land Assets Policy for The Corporation of the Nation Municipality.

READ A FIRST, SECOND AND DULY PASSED UPON THE THIRD READING THIS 12TH DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

SCHEDULE A

DISPOSAL OF NON-LAND ASSETS POLICY



FINANCE DEPARTMENT POLICY

Policy number: F-2024-03

Policy name: Disposal of Non-Land Assets

Adopted on: August 12, 2024

By-Law number: 104-2024

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1. POLICY STATEMENT

- a) This policy establishes the guidelines and procedures for the sale and disposal of non-land municipal assets by The Corporation of the Nation Municipality (The Corporation) to ensure a systematic, transparent, and accountable method for the disposal of Corporation-owned non-land assets in accordance with all appropriate laws, regulations, and accounting standards.

2. PURPOSE

- a) The Corporation is committed to ensuring its assets are safeguarded, tracked, and disposed of effectively and efficiently. This policy has been established to:
 - i. Provide oversight to the transfer, sale or disposal of assets;
 - ii. Encourage reuse and recycling of assets;
 - iii. Ensure that the environmental impact of disposal is considered;
 - iv. Ensure that disposals are documented and that proceeds are appropriately distributed;
 - v. Ensure that disposals comply with the requirements of external funding agencies and donors; and
 - vi. Achieve maximum benefit from assets which are of no further use to The Corporation.
- b) Property disposal may be initiated when an asset is deemed surplus or no longer required by The Corporation.

3. SCOPE

- a) This policy applies to capital and non-capital non-land assets belonging to The Corporation.

4. LEGISLATIVE AUTHORITY

- a) Municipal Act, 2001, S.O. 2001, c.25, as amended.

5. DEFINITIONS

- a) “**Act**” - the Municipal Act, 2001, S. O. 2001, c .25, as amended.
- b) “**Appraisal**” - a written opinion/letter of opinion as to the consideration that the Assets might be expected to realize if sold on the open market by a willing seller to a willing buyer.

- c) **“Asset”** – Any tangible item of economic value owned by the municipality with a life expectancy greater than one year required for conducting normal operations.
- d) **“As Is – Where Is”** A condition of a sale where an asset is being sold in its existing state and condition and the buyer accepts it with all its faults and defects, whether immediately apparent. No warranties are expressed or implied by the seller.
- e) **“Chief Administrative Officer”** (CAO) - the Chief Administrative Officer of The Corporation.
- f) **“Clerk”** - the Clerk of The Corporation.
- g) **“Council”** - the Council of the Corporation of the Nation Municipality.
- h) **“Disposal”** - the sale or exchange for other assets, or the lease of assets for a term exceeding 21 years, of any portion of The Corporation's surplus assets but does not include the granting of an easement or a right-of-way.
- i) **“Local Board”** - a local board as defined in the Municipal Act, 2001, S. O. 2001, c.25, as amended.
- j) **“Non-Capital Asset”** – The following items are considered non-capital assets:
 - i. Furniture, equipment, computers, books, and vehicles valued at less than \$3,000 (including net HST)
 - ii. An operating lease where ownership of the equipment will never transfer to The Corporation
 - iii. Software licenses and maintenance agreements subject to renewal usually on an annual basis
 - iv. Items purchased for resale
 - v. Items whose useful life is less than 2 years
- k) **“Obsolete Assets”** – Equipment in working order but no longer adequate to meet current operating
- l) **“Sale”** - includes the sale, transfer, or conveyance of assets by The Corporation. Sale does not include a Quit Claim Deed made by The Corporation for the purpose of correcting or clarifying title or boundaries of its assets or of assets not owned by The Corporation.
- m) **“Salvaged Materials”** – Re-claimed building materials from construction, renovation or demolition projects.
- n) **“Scrap”** – Damaged or unusable equipment valued for its basic material content (eg, vehicle valued for metal content).

- o) “**Surplus Assets**” – Equipment in good working order but no longer required by The Corporation.

6. RESPONSIBILITIES

- a) **Council**– Approves this Policy and any amendments.
- b) **CAO** – Oversees the implementation of the policy and reports to council.
- c) **Treasurer** – In conjunction with the CAO, oversees the implementation of this policy and manages the financial aspects of the asset disposal.
- d) **Department Head** – Determines which assets should be disposed of and assesses their value whenever feasible.

7. EXEMPTIONS

- a) This policy does not apply to the following classes of asset disposals:
 - i. A Disposal of Assets pursuant to Section 110 of the *Municipal Act, 2001*, (municipal capital facilities).
 - ii. A Disposal of Assets to be used for the establishment and carrying on of industries and industrial operations and incidental uses.
 - iii. Disposals as part of a municipal tax sale pursuant to Part XI of the Municipal Act, 2001 (Sale of Assets for Tax Arrears).
 - iv. Disposals conducted pursuant to a Planning Act application or approval, which Disposal is governed by a consent agreement, subdivision agreement, or site plan agreement.
 - v. Disposals to the Crown in the Right of Ontario or Canada, or any government agency or authority; and
 - vi. Disposals of an easement to a public utility.
 - vii. Disposals of municipal land.

8. SALE OF ASSETS PROCEDURES

- a) The Municipality may dispose of assets when they are deemed surplus or no longer required.
- b) When a Department declares an asset surplus or no longer required, it shall first be offered at to the other departments at fair market value or a price agreed upon by both departments as reasonable and fair.
- c) When purchasing a comparable item, it will be permitted to give the item as a trade-in, subject to a reasonable credit from the supplier.

- d) If equipment, furniture, machinery or other similar items become surplus to the needs of the Department and no other Department requires it and/or it cannot be given in as trade-in, the head of the Department shall submit for the CAO's approval a form that will provide:
- i. A full description of the item;
 - ii. The price and date of purchase (if known)
 - iii. The reasons why the item is no longer required
 - iv. The suggested selling price
 - v. The proposed disposal method

8.1. Consideration Prior to Disposal of Assets

- a) A decision to dispose of an asset should only be made after a benefit and risk analysis of the proposed disposal, including consideration of the following factors with regards to the asset:
- i. The current market value;
 - ii. The usefulness;
 - iii. The remaining useful life;
 - iv. Any alternative future use;
 - v. The annual cost of maintenance;
 - vi. Any duplication of the asset or service provided;
 - vii. The benefits of community organization ownership compared to those resulting from the asset remaining in the Corporation's ownership;
 - viii. Any cultural or historical significance;
 - ix. The long-term plans and strategic direction of the Corporation (for example, meeting the objectives of the Council Plan, Strategic Resource Plan, and Asset Management Plans);
 - x. The results of any community consultation process;
 - xi. Any restrictions on the proposed disposal; and
 - xii. Any other relevant policies.
- b) Before deciding whether to sell buildings, the Corporation's council will receive and consider a report from the CAO, the Treasurer and/or the Head of Department involved. The report will include an assessment of relevant factors including those outlined above.

8.2. Preparing the Asset for Disposal or Sale

- a) An inspection must be carried out to ensure assets do not contain:
 - i. Additional items not intended for sale;
 - ii. Confidential documents (records, files, papers);
 - iii. Documents on municipal letterhead or which may be used for fraudulent purposes;
 - iv. Hard drives which have contained Corporation-operated software (which could lead to a breach of licenses or contain private or confidential data) are to be physically destroyed; and
 - v. Hazardous materials.

9. SURPLUS ASSETS

- a) Department Heads may submit to the Finance Department from time to time and upon request, a list of furniture, vehicles, equipment, stocks, and other assets, which are obsolete, damaged, or surplus to that Department 's needs ("Surplus Assets").
 - i. All Surplus Assets shall first be offered to other Departments within the Corporation. Upon this first step, surplus assets to be offered outside the Corporation must be approved by the CAO.
 - ii. All Surplus Assets not required by any Department of the Corporation may then be offered to public sector agencies and charitable organizations within the Township prior to any public disposal procedure, donation, or sale to area municipalities.
 - iii. Subsequent to subsection (a) ii, surplus assets may be donated to non-profit agencies or nonprofit institutions for educational or teaching purposes only. Donated items shall not be resold.
 - iv. Department Head shall have the authority to sell or dispose of all Surplus Assets, by sealed Bid or public auction through the municipal website or any other online classified site(s).
 - v. The respective Department shall be credited with the net proceeds, if any, from the Disposal of its Surplus Assets unless otherwise agreed.
 - vi. Surplus Assets shall not be sold directly to an Employee or to a member of Council, although this does not prohibit any Employee or member of Council from Purchasing Surplus Assets being sold through a public process.

10. VALUATION, ASSETS OTHER THAN LAND

- a) Where assets need to be valued, the CAO or the Treasurer shall select a method of valuation from the following, including but not limited to:

- i. An Appraisal or an opinion by an independent qualified appraiser.
 - ii. Such other means as may be specifically determined as appropriate in the circumstances.
- b) All such values shall be determined by an independent third party who does not have an interest in the disposal or purchase of the assets.

11. NOTICE

- a) The CAO shall review the Department's request and provide instructions as to the disposal of goods.
- b) The disposal methods may include but are not limited to a public auction, a garage sale, newspaper advertisement, posting notice on the Municipality's website.
- c) This notice shall be given at least fourteen (14) days prior to the council meeting which includes this item on the agenda.
- d) The notice shall include the following:
 - i. A description of the asset including its age and condition;
 - ii. Specifications as to where to submit comments;
 - iii. Final date for submitting comments;
- e) When the CAO and the Treasurer are of the opinion that the disposal method does not have to be opened to the public, a sale price shall be determined, and the item may be offered in the following priority order:
 - i. To non-profit community agencies;
 - ii. To the public.
- f) To address potential conflicts of interest, any staff interested in purchasing surplus assets must participate in the public disposal process.
- g) Notwithstanding, the above order in which the item may be offered, electronic devices deemed surplus or no longer required shall first be offered for purchase at fair market value to the employee who previously used the device. Should the employee refuse to purchase the device, disposal methods and procedures laid out in this policy will apply.
- h) If the item cannot be sold for any reason, it may be offered free of charge to a non-profit community agency, as approved beforehand by the CAO.
- i) If the item cannot be sold or given away, it may be discarded as approved by the CAO.

12. COSTS

- a) The municipality may require the purchaser to be solely responsible for the municipality's costs incurred to dispose of any Property, which costs may include but are not limited to legal, survey appraisal, removal of encumbrances, advertising and improvements, and administration fees.

13. METHODS OF SALE

- a) Assets may be sold by public tender, by public auction, or assets exchange, or in such other appropriate manner as may be determined by the CAO.

13.1. SALE BY PUBLIC TENDER

- a) If Assets are to be disposed of by public tender, the following shall apply:
 - i. Costs incurred or anticipated to dispose of the Assets such as legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, and improvements shall be determined.
 - ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in Section 10 above. Notwithstanding the foregoing, Council may accept an amount less than or higher than the estimated bid.
 - iii. An advertisement shall be placed on the Municipality's website and social media channels. The advertisement shall include a brief description of the asset and shall specify the final date that offers will be accepted and shall include the following statement "the highest or any offer may not necessarily be accepted".
 - iv. The tender documents shall be delivered in person to the Clerk's office by the date and time specified on the notice. Tenders will be opened in public at the time prescribed on the last date for receiving tenders.
 - v. The tender documents shall be accompanied by a deposit of at least 20 per cent of the tender amount, which deposit shall be made by way of money order or by way of bank draft or cheque certified by a bank, trust corporation or Province of Ontario Savings Office.
 - vi. A proposed Sale or Disposal of Assets will not proceed to Council for consideration until after twenty-one (21) days from the date on which the advertisement required by Section 11 above is made.

13.2. SALE BY PUBLIC AUCTION

- a) If Assets is to be Disposed of by public auction the following shall apply

- i. Costs incurred or anticipated to dispose of the Assets such as legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, commission, and improvements shall be determined.
- ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in the clause above. Notwithstanding the foregoing, an amount less than or higher than the estimated bid may be accepted.
- iii. An advertisement shall be placed on the public auction website and by posting notice on the Municipality's website and social media channels. The advertisement on the public auction website shall include a brief description of the asset and shall specify the minimum bid and the final date that offers will be accepted. The advertisement on the municipal website and social media channels will provide the link to the public auction website.
- iv. The bill of sale will be provided by the public auctioneer at time of sale and a copy must be retained by the municipality as evidence of the sale.

14. TERMS OF DISPOSITION

- a) Upon approval or acceptance of the terms and conditions of a disposal by the CAO, the agreement of purchase and sale and any ancillary documents shall be prepared in consultation with the Municipality's solicitor, as required.

15. ERRORS OR OMISSIONS

- a) It is acknowledged that any error or omission in following the procedures and policies, which error or omission was not the result of bad faith on behalf of the Municipality, will not render such Disposal invalid or void.

16. POLICY REVIEW

- a) The CAO and/or Treasurer shall review the effectiveness of this policy at least every five (5) years to ensure that it is aligned with current best practices and legislative requirements. The result of this review, along with any recommended changes, will be reported to Council for approval. Unless circumstances indicate that a review is required.

17. EFFECTIVE DATE

- a) This amended Disposal of Non-Land Assets Policy shall take effect on August 12, 2024 and shall replace any former policies in place.

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO :105-2024

BEING a By-Law to provide for a Sale of Land Policy for The Corporation of The Nation Municipality.

WHEREAS Section 8 of *The Municipal Act, S.O. 2001, c.25, as amended* states that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable to the municipality to govern its affairs as it considers appropriate;

AND WHEREAS Section 9 of *The Municipal Act, S.O. 2001, c.25, as amended* states that a 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 Section 270 of the *Municipal Act R.S.O., 2001* as amended provides that a municipality shall adopt policies with respect to the procurement of its goods and services.

NOW THEREFORE, the Council of the Corporation of The Nation Municipality enacts as follows:

That the Council of the Corporation of the Nation Municipality adopts Schedule A hereto pertaining to the Sale of Land Policy for The Corporation of the Nation Municipality.

READ A FIRST, SECOND AND DULY PASSED UPON THE THIRD READING THIS 12TH DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

SCHEDULE A

SALE OF LAND POLICY



FINANCE DEPARTMENT POLICY

Policy number: F-2024-02

Policy name: Sale of Land

Adopted on: August 12, 2024

By-law number: 105-2024

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1. POLICY STATEMENT

- a) This policy establishes the guidelines and procedures for the sale of land by The Corporation of the Nation Municipality (The Corporation) to ensure a systematic, transparent, and accountable method for the disposal of Corporation-owned assets in accordance with all appropriate laws, regulations, and accounting standards.

2. PURPOSE

- a) The Corporation is committed to ensuring its assets are safeguarded, tracked, and disposed of effectively and efficiently.

3. SCOPE

- a) This policy applies to the sale and disposal of surplus land and road allowances owned by The Corporation.

4. LEGISLATIVE AUTHORITY

- a) Municipal Act, 2001, S.O. 2001, c.25, as amended.

5. DEFINITIONS

- a) **“Abutting”** – a parcel of land adjoining another parcel of land having one (1) or more lines in common.
- b) **“Act”** - the *Municipal Act, 2001*, S. O. 2001, c .25, as amended.
- c) **“Appraisal”** - a written opinion/letter of opinion as to the consideration that the Assets might be expected to realize if sold on the open market by a willing seller to a willing buyer.
- d) **“Buildable Lot”** – land of sufficient size (including frontage and area) to permit the lands to be utilized as an individual parcel of land.
- e) **“Chief Administrative Officer”** (CAO) - the Chief Administrative Officer of The Corporation.
- f) **“Clerk”** - the Clerk of The Corporation.
- g) **“Council”** - the Council of the Corporation of the Nation Municipality.
- h) **“Disposal”** - the sale or exchange for other assets, or the lease of assets for a term exceeding 21 years, of any portion of The Corporation's surplus assets but does not include the granting of an easement or a right-of-way.
- i) **“Land”** – Encompasses all types of real estate and property interest, including but not limited to community land, vacant land, operational land, road reserves, any legal

interest in land, and any other land-related assets. This also includes all associated buildings and structures whether for community use or operational purposes.

- j) **“Sale”** - includes the sale, transfer, or conveyance of assets by The Corporation. Sale does not include a Quit Claim Deed made by The Corporation for the purpose of correcting or clarifying title or boundaries of its assets or of assets not owned by The Corporation.
- k) **“Surplus Assets”** – Land no longer required by The Corporation.

6. RESPONSIBILITIES

- a) **Council**– Approves this Policy and any amendments.
- b) **CAO** – Oversees the implementation of the policy and reports to council.
- c) **Treasurer** – In conjunction with the CAO, oversees the implementation of this policy and manages the financial aspects of the asset disposal.
- d) **Department Head** – Determines which assets should be disposed of and assesses their value whenever feasible.

7. EXEMPTIONS

- a) This policy does not apply to the following:
 - i. A Disposal of Assets pursuant to Section 110 of the *Municipal Act, 2001*, (municipal capital facilities).
 - ii. Disposals as part of a municipal tax sale pursuant to Part XI of the Municipal Act, 2001 (Sale of Assets for Tax Arrears).
 - iii. Disposals conducted pursuant to a Planning Act application or approval, which Disposal is governed by a consent agreement, subdivision agreement, or site plan agreement.
 - iv. Disposals to the Crown in the Right of Ontario or Canada, or any government agency or authority; and
 - v. Disposals of an easement to a public utility.

8. PRINCIPLES

- a) Municipal Lands will be sold or disposed of in accordance with this Policy, unless Council passes a resolution to waive the requirements.
- b) No Municipal Lands with water frontage shall be sold unless such sale is for the good of the municipality as a whole.

- c) No municipal road allowances shall be sold unless such sale is for the good of the municipality as a whole.
- d) No Municipal Land shall be sold until examined by the Municipality for the feasibility for potential current needs or future needs.
- e) No Municipal Land shall be declared surplus without taking into consideration Council priorities.
- f) Sale and disposition of Municipal Lands will be conducted in a fair and accountable manner.

9. SALE OF ASSETS PROCEDURES

- a) The following procedures shall apply to the disposal of Land by the municipality:
 - i. Commencement Disposal of Land
 - ii. Declaration of Surplus Land (except where exempt)
 - iii. Determination of method of Sale
 - iv. Determination of the value of the Land (except where exempt)
 - v. Determination of sale price
 - vi. Notice to the public (except where exempt)

9.1. Commencement Disposal of Land

- a) Land disposal may be initiated in response to public inquiries, unsolicited offers, as the result of internal municipal actions and decisions of Council, or when an asset is deemed surplus or no longer required by The Corporation.
- b) A decision to dispose of an asset should only be made after a benefit and risk analysis of the proposed disposal, including consideration of the following factors with regards to the asset:
 - i. The current market value;
 - ii. The usefulness;
 - iii. Any alternative future use;
 - iv. The annual cost of maintenance;
 - v. The positive and negative impacts the sale or disposal of the asset may have on the community;
 - vi. Any cultural or historical significance;

- vii. The long-term plans and strategic direction of the Corporation (for example, meeting the objectives of the Council Plan, Strategic Resource Plan, and Asset Management Plans);
 - viii. The results of any community consultation process;
 - ix. Any restrictions on the proposed disposal; and
 - x. Any other relevant policies.
- c) Before deciding whether to sell land, the Corporation's council will receive and consider a report from the CAO, the Treasurer and/or the Head of Department involved. The report will include an assessment of relevant factors including those outlined above.

9.2. Declaration of Surplus Land

- a) Land must be declared surplus to the needs of the municipality by by-law or resolution passed at a meeting open to the public.
- b) The passage of a resolution or by-law declaring land to be surplus does not obligate the municipality to dispose of such lands and such a declaration may be rescinded by resolution or by-law at any time prior to the completion of the disposal.

9.3. Determination of Method of Sale

- a) Assets may be sold by public tender, by public auction, by listing with a real estate firm or broker, by offer to adjacent assets owner(s) or in such other appropriate manner as may be determined by the CAO.

9.3.1. Sale By Public Tender

- a) If Assets are to be disposed of by public tender, the following shall apply
 - i. Costs incurred or anticipated to dispose of the Land such as but not limited to legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, and improvements shall be determined.
 - ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in Clause i above. Notwithstanding the foregoing, Council may accept an amount less than or higher than the estimated bid.
 - iii. An advertisement shall be placed in a newspaper or a regular publication that is, in the Clerk's opinion, of sufficient general circulation and/or by posting notice on the Municipality's website. The advertisement shall include a brief description of the Land and shall specify the final date that offers will be accepted and shall

include the following statement "the highest or any offer may not necessarily be accepted".

- iv. The tender documents shall be delivered in person to the Clerk's office by the date and time specified on the notice. Tenders will be opened in public at the time prescribed on the last date for receiving tenders.
- v. The tender documents shall be accompanied by a deposit of at least 20 per cent of the tender amount, which deposit shall be made by way of money order or by way of bank draft or cheque certified by a bank, trust corporation or Province of Ontario Savings Office.
- vi. A proposed Sale or Disposal of Land will not proceed to Council for consideration until after twenty-one (21) calendar days from the date on which the advertisement required by 9,2 .3 above is made.

9.3.2. Sale By Public Auction

- a) If Assets is to be Disposed of by public auction the following shall apply
 - i. Costs incurred or anticipated to dispose of the Assets such as but not limited to legal fees, survey, Appraisal, encumbrances, administrative fees, advertising, commission, and improvements shall be determined.
 - ii. An estimated bid amount shall be determined which shall not be less than the appraised value plus the additional costs referred to in the clause above. Notwithstanding the foregoing, an amount less than or higher than the estimated bid may be accepted.
 - iii. An advertisement shall be placed on the public auction website and by posting notice on the Municipality's website and social media channels. The advertisement on the public auction website shall include a brief description of the asset and shall specify the minimum bid and the final date that offers will be accepted. The advertisement on the municipal website and social media channels will provide the link to the public auction website.
 - iv. The bill of sale will be provided by the public auctioneer at time of sale and a copy must be retained by the municipality as evidence of the sale.

9.3.3. Disposal By Listing With A Real Estate Agent, Firm Or Broker

- a) Should Council determine to engage a real estate firm or broker to dispose of the Assets, the following shall apply:
 - i. Costs incurred or anticipated to dispose of the Assets such as but not limited to legal fees, commissions, survey fees, valuation fees, encumbrances, advertising and improvements shall be determined.

- ii. A listing price shall be determined which shall not be less than the appraised value plus the additional costs referred to in Section 9.4.
- iii. The CAO shall be authorized to sign the listing agreement.
- iv. The offers shall be submitted to the CAO on a standard offer to purchase form or document drafted by a lawyer.
- v. The Municipality may in its sole and absolute discretion prepare and present counteroffer(s).
- vi. All final offers shall be submitted to Council for approval of the Sale price.

9.3.4. Disposal Directly To An Abutting Assets Owner

- a) Should Council determine to sell the Assets directly to an abutting assets owner the following shall apply:
 - i. Costs incurred or anticipated to dispose of the Assets such as but not limited to legal fees, administrative fees, survey, valuation fees, encumbrances, advertising, and improvements shall be determined.
 - ii. An estimated purchase amount shall be determined which shall not be less than the valued amount plus the additional costs referred to above.
 - iii. Notwithstanding the foregoing Council may accept an amount less than the estimated purchase amount.
- b) Subject to the provisions of Section 106 of the Act, Council may authorize the Sale of Land for less than the fair market value if in the opinion of Council it is appropriate to sell the Assets for less than fair market value.

9.4. Valuation

- a) Where assets need to be valued, the CAO or the Treasurer shall select a method of valuation from the following, including but not limited to:
 - i. An Appraisal or an opinion by an independent qualified appraiser.
 - ii. An opinion of value by a licensed real estate agent; or,
 - iii. Such other means as may be specifically determined as appropriate in the circumstances.
- b) All such values shall be determined by an independent third party who does not have an interest in the disposal or purchase of the assets.

- c) An evaluation is not required for the following classes of land:
 - i. Closed highways if sold to an owner of land abutting the closed highways;
 - ii. Land formerly used for railway lines if sold to an owner of land abutting the former railway land;
 - iii. Land repurchased by an owner in accordance with Section 42 of the Expropriations Act;
 - iv. Easements granted to public utilities or to telephone companies;
 - v. Land sold/transferred to another municipality;
 - vi. Land sold/transferred to a Local Board including a School Board or Conservation Authority;
 - vii. Land sold/transferred to the Crown in Right of Ontario or Canada or their agents.

9.5. Determination Of Sale Price and Terms of Sale

- a) Generally, Land sale price shall be determined in accordance with Section 9.4, Valuation. Where the Lands are exempt from Valuation, the sale price shall be determined by the CAO or delegate.
- b) Council may authorize the Sale of Land for less or greater than the Valuation of CAO's determination of sale price, if in the opinion of Council, it is in the best interest of the Municipality or otherwise fair and reasonable.
- c) All Land, with or without improvements, shall be sold on an "as is" basis unless Council determines otherwise.
- d) Any survey and/or reference plan required shall be obtained at the expense of the purchaser(s) unless Council by resolution otherwise determines.
- e) Council may impose conditions of Sale if deemed appropriate.
- f) The Municipality is under no obligation by virtue of the Sale of Land to grant any approvals, including approvals for changes to the Official Plan or zoning by-law or with respect to the site plan control, minor variances, and building permits, or to support approvals required by any other approval authority, which may be necessary for any contemplated use of the Land by the Purchaser.

9.6. Notice

- a) Before selling the Land, notice of the intent to sell shall be given to the public by at least one of the following:
 - i. Posting notice on the municipal website; and/or
 - ii. Posting notice in the local newspaper; and/or

- iii. Posting notice on the municipal website through the Council Agenda.
- b) Notwithstanding the notice provisions above, the CAO or designate may provide additional notice in order the gain maximum exposure.
- c) This notice shall be given at least fourteen (14) days prior to the council meeting which includes this item on the agenda. The notice shall include the following:
 - i. A legal description of the Land, municipal address and location map which is deemed sufficient to identify the lands as well as the date on which the resolution or by-law declared the lands to be surplus was/will be passed;
 - ii. A
 - iii. Specifications as to where to submit comments;
 - iv. Final date for submitting comments;
- d) Notwithstanding the notice provisions above, Council may waive the requirement of a published notice for the sale of Land directly to an abutting asset owner if they deem this appropriate.
- e) Where Land proposed to be disposed falls within one of the categories below, notice to the public shall be deemed to be sufficiently given by including a report dealing with such Disposal as part of the agenda of the Council meeting at which the intended Disposal is to be considered by Council:
 - i. Closed highways if sold to an owner of land abutting the closed highways ;
 - ii. Land formerly used for railway lines if sold to an owner of land abutting the former railway land ;
 - iii. Land that does not have direct access to a highway if sold to the owner of land abutting that Land ;
 - iv. Land repurchased by an owner in accordance with Section 42 of the Expropriations Act.
 - v. Easements granted to public utilities or to telephone companies .
 - vi. Land sold/transferred to another municipality .
 - vii. Land sold/transferred to a Local Board including a School Board or Conservation Authority.
 - viii. Land sold/transferred to the Crown in Right of Ontario or Canada or their agents.

10. DISPOSAL OF BUILDABLE LOTS

- a) When it has been established that a buildable lot is property that is surplus to the municipality's requirements, Council shall establish the purchase price of the buildable lot after reviewing an appraisal prepared for the property to be disposed of. Appraisals may be conducted by either an accredited land appraiser or a licensed real estate agent.
- b) Notwithstanding Section a) above, Council may establish the purchase price of a buildable lot.
- c) The sale may, in Council's sole discretion, be conducted by way of:
 - i. Direct negotiation with the abutting landowners;
 - ii. Invitation of tenders;
 - iii. Placement with a real estate broker;
 - iv. Advertising on the Municipality's website; and/or
 - v. Advertising on the buildable lot.
- d) Prior to accepting offers of purchase, notice for the disposal of a buildable lot shall be by publication once a week for two (2) consecutive weeks in a newspaper having general circulation in the local area and/or on the Corporation's social media sites and/or website. The notice shall advise of the proposed sale and provide information as to where and when comments may be submitted.

11. COSTS

- a) The municipality may require the purchaser to be solely responsible for the municipality's costs incurred to dispose of any Property, which costs may include but are not limited to legal, survey appraisal, removal of encumbrances, advertising and improvements, and administration fees.

12. OFFER EVALUATION, ACCEPTANCE OF OFFERS AND CERTIFICATE OF COMPLIANCE

- a) All bids, proposals and offers shall be presented to Council unless Council has given direction to staff to negotiate the disposition by another method.
- b) Council shall have the authority to determine the successful offer. Council shall pass a by-law authorizing the disposition and directing the Mayor and Clerk to execute an Agreement of Purchase and Sale, in consultation with the Town Solicitor and other appropriate staff as needed.

- c) The Purchaser shall be responsible for paying an administrative fee for the completion of the Purchase and Sale process in accordance with the Town's User Fees and Charges By-Law as may be amended from time to time.
- d) Council reserves the right to accept an offer less than the appraised value including costs where, in the opinion of Council, it is in the best interests of the municipality to do so.
- e) Upon completion of the disposal process and on the recommendation of the Chief Administrative Officer, the Town Clerk shall issue a certificate verifying compliance with the provisions of this Policy in the prescribed form as outlined in "Schedule B"

13. HOUSEKEEPING AMENDMENTS

- a) The Clerk is hereby authorized to make such minor amendments to this Policy as are necessary to ensure continued compliance with provincial legislation and Council-ratified operating procedures.

14. ERRORS OR OMISSIONS

- a) It is acknowledged that any error or omission in following the procedures and policies, which error or omission was not the result of bad faith on behalf of the Municipality, will not render such Disposal invalid or void.

15. POLICY REVIEW

- a) The CAO and/or Treasurer shall review the effectiveness of this policy at least every five (5) years to ensure that it is aligned with current best practices and legislative requirements. The result of this review, along with any recommended changes, will be reported to Council for approval. Unless circumstances indicate that a review is required.

16. EFFECTIVE DATE

- a) This Sale of Land Policy shall take effect on August 12, 2024 and shall replace any former policies in place.

17. ATTACHMENTS

- a) Schedule A: Certificate of Compliance Template
- b) Schedule B: Proposal to Purchase Municipal-Owned Lands Application

SCHEDULE A - Certificate of Compliance Template

Pursuant to Section 270 of the Municipal Act, 2001, S.O. 2001, c.25 as amended in the disposition of land described as:

(Full description may be attached)

I, _____, Municipal Clerk of the Corporation of the Nation Municipality certify as follows:

1. That the Council of the Corporation of the Nation Municipality enacted and passed By-law No. 105-2024 on August 12, 2024 being a by-law to repeal and replace By-Law No. 78-2005 (Sale of Land).
2. That this By-Law was in full force and effect on the date of the sale of the land described above.
3. That a valuation of the fair market value of the land was obtained on _____.

OR

4. That the land sale is exempt from the requirement to obtain an appraisal of its fair market value under the following exemption:

Exemptions	
	7.2.1.1 Closed highways if sold to an owner of abutting land;
	7.2.1.2 Land formerly used for railway lines if sold to an owner of abutting land;
	7.2.1.3 Land that does not have direct access to a highway if sold to the owner of abutting land;
	7.2.1.4 Land transferred to another municipality or the Crown in right of Ontario or Canada including their local boards and agencies.

5. That public notice of intent to sell the land was given on the following dates and by the following method(s):

Method(s)	Date
Posting on the municipal website	
Circulation to local news media outlets	
Publication in the local newspaper	
Other:	

Signature _____

Date _____

(Seal)

SCHEDULE B – Proposal to Purchase Municipal-Owned Lands Application Template

Contact Information

Name	
Mailing Address	
Phone Number	
Email Address	

Information on Property of Interest

Civic Address (if applicable)	
Description (Size, Location, etc) *You may attach a map/sketch (if applicable)	
Existing Use	
Proposed Use	

Do you own a property that abuts the property of interest identified above? (Circle one)	Yes	No	Unsure
Do you believe that there are other individuals/organizations which may have interest in purchasing the property of interest identified above? (Circle one)	Yes	No	Unsure

Pre-Consultation

Have you pre-consulted with the Town Planner concerning this application to purchase surplus land?	Yes	No
--	-----	----

Additional Comments

I, _____ (print name), have reviewed the Sale of Land Policy and understand all associated conditions and fees which apply to a municipal land purchase.

Signature: _____

Declared before me
At the Corporation of the Nation Municipality
in the United Counties of Prescott and Russell
this _____ day of _____, _____.

Signature of Commissioner: _____

Commissioner's Stamp:

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 106-2024

A By-Law to appoint an engineer to provide engineering services for an amendment to the engineer's Report under Section 78 of the Drainage Act R.S.O. 1990, c. D.17, for the Dignard Municipal Drain.

Whereas the Township of South Plantagenet adopted By-law number 80-14 in 1980 to provide for drainage works for the Dignard Municipal Drain.

Whereas The Nation Municipality's Drainage Superintendent received a request for maintenance on the Dignard municipal drain on April 3, 2023 from a landowner along the upper end of the drain;

AND WHEREAS The Nation Municipality's Drainage Superintendent recommends appointing an engineering firm under section 78(1) of the Ontario Drainage Act for the Dignard Municipal Drain

NOW THEREFORE the Council of the Corporation of The Nation Municipality, hereby enacts as follows:

1. That Council appoint Robinson Consultants to make an examination of the plan and profile, schedule of assessments, and culvert design schedule, to prepare a report pursuant to Section 8 of the Act.
2. The appointment shall be enacted following the 30 days notice to agencies.

READ A FIRST, SECOND AND DULY PASSED UPON THE THIRD READING IN OPEN COUNCIL THIS 12TH DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

ZONING BY-LAW NO. 107-2024

Amending Comprehensive Zoning By-Law 2-2006

Corporation of The Nation Municipality

3853 Concession Rd. 20, The Nation Municipality

prepared by

The Nation Municipality
958, Route 500 west
Casselman ON. K0A 1M0

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 107-2024

BEING A BY-LAW TO AMEND THE COMPREHENSIVE ZONING BY-LAW 2-2006, AS AMENDED;

WHEREAS By-Law 2-2006, the Comprehensive Zoning By-Law, regulates the use and erection of buildings and structures in The Nation Municipality;

WHEREAS an application has been received to change the zoning of a certain parcel of land in The Nation Municipality;

AND WHEREAS the Council of the Corporation of The Nation Municipality considers it appropriate to amend the Zoning By-Law 2-2006, as described;

NOW THEREFORE, the Council of the Corporation of The Nation Municipality enacts as follows:

Section 1: The property located on part of Lot 8, Concession 19 in the former Township of South Plantagenet, now in The Nation Municipality, County of Prescott, shown on Schedule "A", attached to and forming part of this By-Law, shall be the property affected by this By-Law.

Section 2: Schedule "A" of Zoning By-Law 2-2006 is hereby amended by changing from "Agricultural Exception Zone (A-X1)" to "Agricultural Zone Exception (A-X86)" the symbol of the parcel of land indicated on the attached Schedule "A" hereto made fully part of this by-law.

Section 3: Subsection 5.16.4 of Zoning By-Law 2-2006 entitled "Exceptions", is hereby amended by adding the following new paragraph:

5.16.4.86 Agricultural Zone Exception (A-X86),

Part of Lot 8, Conc. 19 in the former Township of South Plantagenet. (3853 Concession Rd 20)

Notwithstanding the provisions of Section 5.16, on the land zoned "A-X86", only an accessory dwelling to the farm and accessory structures shall be permitted.

Section 4: All provisions of By-Law 2-2006 shall continue to apply.

Section 5: Subject to the giving of notice of passing of this By-Law, in accordance with Section 34(18) of the Planning Act, R.S.O. 1990 as amended, this By-Law shall come into force on the date of passing by the Council of the Corporation of The Nation Municipality where no notice of appeal or objection is received, pursuant to Section 34(21) of the Planning Act, R.S.O. 1990 as amended.

**READ FIRST AND SECOND TIME
READ A THIRD TIME AND PASSED**

this 12th day of August 2024
this 12th day of August 2024

**Francis Briere
Mayor**

**Aime Roy
Clerk**

NOTE EXPLICATIVE

But et effet du Règlement # 107-2024

La propriété concernée par cette modification au règlement de zonage 2-2006 porte le numéro civique 3853 chemin de concession 20

La modification a pour but de modifier la catégorie de zonage de la propriété afin de permettre une maison d'habitation accessoire à l'usage agricole.

EXPLANATORY NOTE

Purpose and Effects of By-Law # 107-2024

The property affected by this amendment to zoning by-law 2-2006 bears civic number 3853 Concession Rd. 20.

The purpose of the amendment is to allow an accessory dwelling for the agricultural use.



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<p>Area(s) affected by this by-law.</p> <p>Part of Lot 8, Concession 19 in the former Township of South Plantagenet, now The Nation Municipality.</p> <p>Certificate of Authenticity</p> <p>Schedule "A" to By-Law No. 107-2024</p> <p>_____</p> <p>Francis Briere Mayor</p>	<p>This plan is Schedule "A" to Zoning By-Law 107-2024 passed the 12th day of August 2024.</p> <p>Prepared by:</p> <p>The Nation Municipality 958, Route 500 west Casselman ON. K0A 1M0</p> <p>_____</p> <p>Aime Roy Clerk</p>
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ZONING BY-LAW NO. 108-2024

Amending Comprehensive Zoning By-Law 2-2006

Corporation of The Nation Municipality

2080 Concession Rd. 10, The Nation Municipality

prepared by

The Nation Municipality
958, Route 500 west
Casselman ON. K0A 1M0

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 108-2024

BEING A BY-LAW TO AMEND THE COMPREHENSIVE ZONING BY-LAW 2-2006, AS AMENDED;

WHEREAS By-Law 2-2006, the Comprehensive Zoning By-Law, regulates the use and erection of buildings and structures in The Nation Municipality;

WHEREAS an application has been received to change the zoning of a certain parcel of land in The Nation Municipality;

AND WHEREAS the Council of the Corporation of The Nation Municipality considers it appropriate to amend the Zoning By-Law 2-2006, as described;

NOW THEREFORE, the Council of the Corporation of The Nation Municipality enacts as follows:

Section 1: The property located on part of Lot 20, Concession 10 in the former Township of South Plantagenet, now in The Nation Municipality, County of Prescott, shown on Schedule "A", attached to and forming part of this By-Law, shall be the property affected by this By-Law.

Section 2: Schedule "A" of Zoning By-Law 2-2006 is hereby amended by changing from "Institutional Zone (I)" to "Residential Low Density - exception (R1-X22)" the symbol of the parcel of land indicated on the attached Schedule "A" hereto made fully part of this by-law.

Section 3: Subsection 5.3.4 of Zoning By-Law 2-2006 entitled "Exception Zones", is hereby amended by adding the following new paragraphs:

5.3.4.22 R1-X22, 2080 Concession Rd. 10

Notwithstanding Section 5.3 "Low Density Residential Zone" of Zoning By-Law 2-2006, hereof to the contrary, on the land zoned R1-X22, the following provisions shall apply;

-Minimum Lot Area: 836m²

-Minimum lot frontage: 27 m.

Section 4: All other provisions of By-Law 2-2006 shall continue to apply.

Section 5: Subject to the giving of notice of passing of this By-Law, in accordance with Section 34(18) of the Planning Act, R.S.O. 1990 as amended, this By-Law shall come into force on the date of passing by the Council of the Corporation of The Nation Municipality where no notice of appeal or objection is received, pursuant to Section 34(21) of the Planning Act, R.S.O. 1990 as amended.

**READ FIRST AND SECOND TIME
READ A THIRD TIME AND PASSED**

this 12th day of August 2024
this 12th day of August 2024

**Francis Briere
Mayor**

**Aimée Roy
Clerk**

NOTE EXPLICATIVE

But et effet du Règlement # 108-2024

La propriété concernée par cette modification au règlement de zonage 2-2006 porte le numéro civique 2080 chemin de concession 10

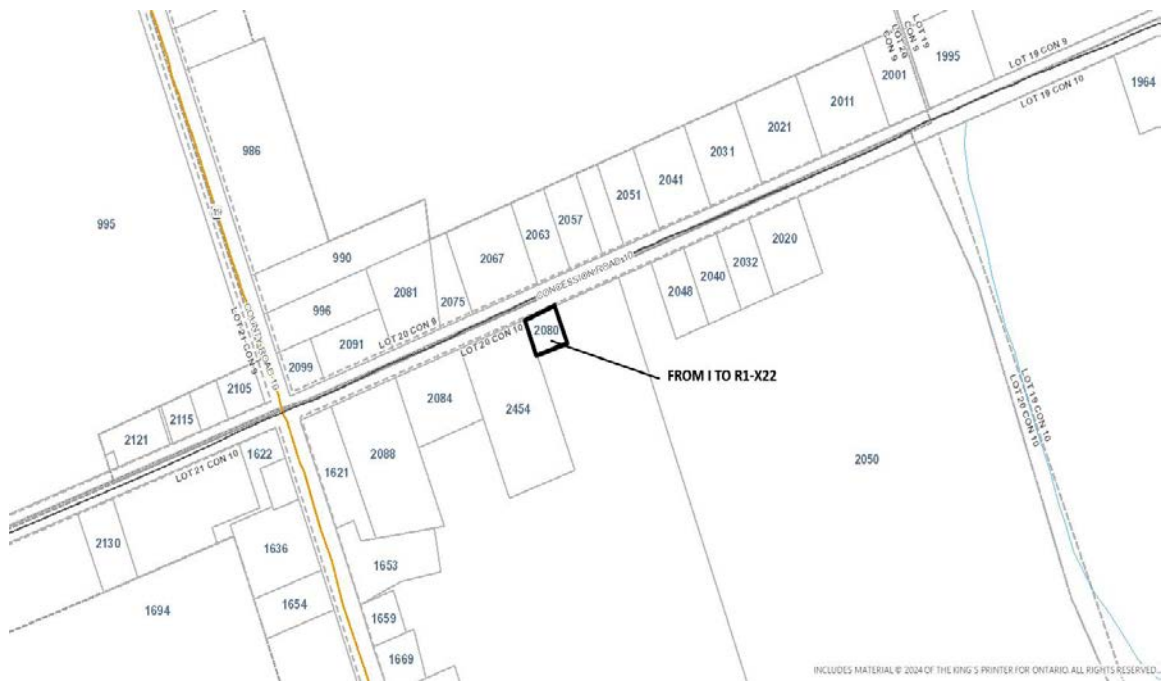
La modification a pour but de modifier la catégorie de zonage de la propriété afin de permettre de transformer l'église en maison unifamiliale.

EXPLANATORY NOTE

Purpose and Effects of By-Law # 108-2024

The property affected by this amendment to zoning by-law 2-2006 bears civic number 2080 Concession Rd. 10.

The purpose of the amendment is to transform the church into a residential dwelling.



<p>Area(s) affected by this by-law.</p> <p>Part of Lot 20, Concession 10 in the former Township of South Plantagenet, now The Nation Municipality.</p> <p>Certificate of Authenticity</p> <p>Schedule "A" to By-Law No. 108-2024</p> <p>_____ Francis Briere Mayor</p>	<p>This plan is Schedule "A" to Zoning By-Law 108-2024 passed the 12th day of August 2024.</p> <p>Prepared by:</p> <p>The Nation Municipality 958, Route 500 west Casselman ON. K0A 1M0</p> <p>_____ Aimée Roy Clerk</p>
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CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 109-2024

FIREWORKS BY-LAW

A by-law to regulate the discharge of fireworks, flying lanterns and pyrotechnic special effect fireworks in the Corporation of The Nation Municipality and to repeal by-laws number 115-2021 and 27-2022.

DEFINITIONS

In this By-Law:

1. **“Act”** means the *Explosives Act*, Revised Statutes of Canada, 1985, Chapter E-17, and the regulations enacted thereunder as amended from time to time or any act and regulations enacted in substitution therefor.
2. **“Corporation”** shall mean the Corporation of The Nation Municipality
3. **“Consumer Fireworks”** means an outdoor, low hazard, recreational firework that is classed as a subdivision 1 of division 2 of Class 7 Fireworks under the Act and includes firework showers, fountains, golden rain, lawn lights, pinwheels, Roman candles, volcanoes, and sparklers but does not include Christmas crackers and caps for toy guns containing not in excess of twenty-five one hundredths of a grain of explosive used per cap;
4. **“Discharge”** means to fire, ignite, explode or set off or cause to be fired, ignited, exploded or set off, and the words “discharged” and “discharging” have similar meaning’
5. **“Display Fireworks”** means an outdoor, high hazard, recreational firework that is classed as a subdivision 2 of Division 2 of Class 7 Fireworks under the Act, and includes rockets, serpents, shells, bombshells, tourbillons, maroons, large wheels, bouquet, bombardos, waterfalls, fountains, batteries, illumination, set pieces and pigeons but does not include firecrackers;
6. **“Fire Chief”** means the Chief of Fire Services of the Municipality or authorized delegates;
7. **“Firecracker”** means a pyrotechnic device that explodes when ignited and does not make any subsequent display or visible effect after the explosion, and includes those devices commonly known as Chinese firecrackers;
8. **“Fireworks”** means display fireworks, pyrotechnic special effects fireworks and consumer fireworks
9. **“Fireworks Supervisor”** means a person who is an approved purchaser of display firework and who is qualified under the Act to supervise the discharge of display fireworks;
10. **“Flying Lanterns”** also known as “Sky Lanterns”, “Chinese Lanterns”, “Kongming Lanterns” or “Wish Lanterns”, means a small hot air balloon or similar device made of treated paper or any other material, with an opening at the bottom, which is propelled by an open flame generated by a small

- candle or fuel cell, allowing the balloon or similar device to rise and float in the air, uncontrollably, while ignited;
11. **“Manager of Municipal Law Enforcement”** shall mean the Manager of Municipal By-law Enforcement of the Corporation of The Nation Municipality;
 12. **“Prohibited Firework”** includes but is not limited to cigarette loads or pings, exploding matches, sparkling matches, ammunition for miniature tie clip, cufflink or key chain pistol, auto alarms or jokers, cherry bombs, M-80 and silver salutes and flash crackers, throw down torpedoes and crackling balls, exploding golf balls, stink bombs and smoke bombs, tear gas pens and launchers, party peppers and table bombs, table rockets and battle sky rockets, fake firecrackers and other trick devices or practical jokes as included on the most recent list of prohibited fireworks as published from time to time under the Act;
 13. **“Pyrotechnician”** means a person who is certified under the Act as a Theatrical User, an Assistant, a Pyrotechnician or a Special Effects Pyrotechnician and is qualified to purchase and supervise the display of pyrotechnic special effect fireworks under the Act
 14. **“Pyrotechnic Special Effect Firework”** means a high hazard firework that is classed as a subdivision 5 of Division 2 of Class 7 Firework under the Act and that is used to produce a special pyrotechnic effect for indoor or outdoor performances and includes black powder bombs, bullet effect, flash powder, air bursts, smoke compositions, gerbs, lances and wheels;
 15. **“Sell”** includes offer for sale, cause or permit to be sold and to possess for the purpose of sale, and the words “selling” and “sold” have a similar meaning.
 16. **“Residential Zones”** is as defined in The Nation Municipality’s Zoning By-law number 2-2006. Residential zones are divided into these four groups below.
 - i. **R1:** low density residential zone;
 - ii. **R2:** medium density residential zone;
 - iii. **R3:** high density residential zone; and
 - iv. **R4:** mobile home residential zone

Interpretation

17. In this by-law:
 - i. Words importing the singular number only include more persons, parties or things of the same kind than one and the converse, and
 - ii. A word interpreted in the singular number has a corresponding meaning when used in the plural.
18. It is declared that if any section, subsection or part or parts thereof be declared by any Court of Law to be bad, illegal or ultra vires, such section, subsection or part or parts shall be deemed to be severable and all parts hereof are declared to be separated and independent and enacted as such.

Flying Lanterns

19. Flying Lantern Discharge:
 - i. No person shall ignite, release or set off into the air an ignited Flying Lantern within The Nation Municipality.
20. Flying Lantern Sale:
 - i. No person within The Nation Municipality shall offer for sale, cause or permit to be sold, or sell any Flying Lanterns.

Discharge of Firecrackers and Prohibited Fireworks

21. No person shall discharge any firecrackers within The Nation Municipality; and
22. No person shall discharge any prohibited fireworks within The Nation Municipality.

Consumer Fireworks

23. No person shall discharge consumer fireworks within The Nation Municipality, except on the following days from 8pm to 11 pm:
 - i. Victoria Day;
 - ii. The day immediately preceding Victoria Day;
 - iii. The day immediately following Victoria Day;
 - iv. St-Jean Baptiste Day
 - v. The day immediately preceding St-Jean Baptiste Day;
 - vi. The day immediate following St-Jean Baptiste Day;
 - vii. Canada Day;
 - viii. The day immediately preceding Canada Day; or
 - ix. The day immediately following Canada Day
 - x. New Years Eve
 - xi. The day immediately preceding New Years Eve; or
 - xii. The day immediately following New Years Eve
24. No person shall discharge consumer fireworks within The Nation Municipality if any of the following applies:
 - i. The location of the discharge of fireworks is in a Residential Zone (R1, R2, R3 and R4);
 - ii. During a Fire Ban or a Partial Fire Ban;
 - iii. The location of the discharge of fireworks is outside Residential Zones (R1, R2, R3 and R4) and is within a distance of 30 metres (100 feet) from neighbouring dwellings and / or structures;
25. Subject to section 24, a person eighteen (18) years of age or older may discharge consumer fireworks on any land belonging to him or her or on any other privately owned land provided that the owner thereof has given permission for such the discharge of consumer fireworks as permitted in this by-law.
26. No person shall discharge any consumer fireworks in such manner as might create danger or constitute a nuisance to any person or property, or to do or cause or allow any unsafe act or omission at the time and place for the discharging of any fireworks.
27. No person shall discharge any consumer fireworks in or into any building, doorway, or automobile.
28. No person shall discharge any consumer fireworks in or on or into any highway, street, lane, square or other public places.
29. No person under the age of eighteen (18) years of age shall discharge any consumer fireworks except under the direct supervision and control of a person of eighteen (18) years of age or over.
30. No person being the parent or guardian of any person under the age of eighteen (18) years of age shall allow the person to discharge any consumer fireworks except when such parent or guardian or some other responsible person of eighteen (18) years of age or over is in direct supervision and control.

Grant of Exemption of By-law, Consumer Fireworks

31. Notwithstanding anything contained in this By-law, any person may submit a request to the Manager of Municipal By-law Enforcement, or his delegate, to be granted an

exemption from any of the provisions of this By-law to discharge consumer fireworks, and the Manager of Municipal Law Enforcement may refuse to grant any exemption, or may grant the exemption applied for, or any exemption of lesser effect, and any exemption granted shall specify the date, time, and location of the display of consumer fireworks.

32. All requests for exemptions shall include the following information:
- i. Date and time that the consumer fireworks will be discharged;
 - ii. Location of the discharge of consumer fireworks;
 - iii. Name of the person that will discharge the consumer fireworks;
 - iv. Description of the event or reason for the discharge of fireworks; and
 - v. Confirmation that neighbours were notified of the discharge of fireworks.

Display Fireworks

33. No person or group of persons shall discharge display fireworks in The Nation Municipality without first having obtained a permit to do so issued by the Fire Chief or his delegate.

Conditions to applying to permit for Display Fireworks

34. Every application for a permit shall be made to the Fire Chief a minimum of 30 days prior to the event when the proposed discharge of display fireworks is to occur.
35. Every application for a permit shall include:
- i. A description of the event including:
 1. The date and time of the proposed discharge of display fireworks;
 2. The type and kind of display fireworks that may be discharged;
 3. The discharge techniques to be used;
 4. The manner and means of restraining unauthorized persons from attending the discharge site;
 5. The manner in which unused display fireworks are to be disposed of; and
 6. The number of persons authorized to handle and discharge the display fireworks.
 - ii. A site plan providing a description of the discharge site to be used for the discharging of the display fireworks;
 - iii. A description of the fire emergency procedures;
 - iv. The name and address of the applicant and the sponsoring organization, if applicable;
 - v. Proof of certification of the applicant as a Firework Supervisor;
 - vi. Proof of the consent of the owner of the property to the discharge of display fireworks in writing;
 - vii. A processing fee of 25\$;
 - viii. Proof of insurance and indemnification in accordance with Sections 47 and 48; and
 - ix. Such other information as required by the Fire Chief and / or the Manager of Municipal Law Enforcement.
36. An applicant for a permit is subject to the provisions of this by-law, entitled to be issued the permit, except where:
- i. The application is incomplete;
 - ii. The applicant is not a Fireworks Supervisor;

- iii. The display is not being held under the auspices of an established club, association or group of persons;
 - iv. There are reasonable grounds for belief that the holding of the display of fireworks will result in a breach of this by-law or the Act.
37. The Fire Chief or their delegates may issue permits for displays of fireworks on the conditions set forth in this by-law, and each such permit shall state the name of the sponsoring club, association or group, the purpose of the display, the place and date at which the same may be held, and the name of the person under whose supervision the display shall be held.
38. Every permit holder shall comply with the following conditions, which applies to the holding of a display of Display Fireworks under a permit issued under this by-law:
- i. The permit is valid only for the display at the place and on the date or dates set forth in the permit;
 - ii. The permit holder shall supervise the display of display fireworks;
 - iii. The permit holder shall discharge the display fireworks;
 - iv. Every permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and
 - v. The permit holder shall comply at all times with the provisions of the Act, FPPA and the Display Fireworks Manual published by Natural Resources Canada or any successor publication.

Pyrotechnic Special Effects Fireworks

39. No person or group of persons shall hold a display of pyrotechnic special effect fireworks in The Nation Municipality without first having obtained a permit to do so issued by the Fire Chief and / or their delegates.

Conditions to applying to permit for Pyrotechnic Special Effects Fireworks

40. Every application for a permit shall be made to the Fire Chief a minimum of 30 days prior to the event when the proposed discharge of pyrotechnic special effects fireworks is to occur.
41. Every application for a permit shall include:
- i. a description of the event including, a site plan of the facility and room capacity, the stage and the pyrotechnic special effect fireworks storage area;
 - ii. a list of all the pyrotechnic special effect fireworks to be employed;
 - iii. location of all pyrotechnic special effect fireworks;
 - iv. height, range of effect, fallout and duration of the display of pyrotechnic special effect fireworks;
 - v. sequence of firing;
 - vi. location of the audience and all exits; and
 - vii. date and time of the proposed event using pyrotechnic special effect fireworks;
 - viii. description of fire emergency procedures;
 - ix. name and address of the applicant and the sponsoring business or organization, if applicable;
 - x. proof of certification of the applicant as a pyrotechnician;
 - xi. proof of insurance and indemnification in accordance with Sections 47 and 48;

- xii. proof of consent of the owner of the property to the discharge of pyrotechnic special effect fireworks in writing if the applicant is not the owner of the property;
 - xiii. a processing fee of \$25.00; and
 - xiv. such other information as required by the Fire Chief.
42. An applicant for a permit is, subject to the provisions of this by-law, entitled to be issued the permit, except where:
- i. The application is incomplete;
 - ii. The applicant is not a pyrotechnician under the Act; or
 - iii. There are reasonable grounds for belief that the holding of the display of fireworks will result in a breach of this by-law, the FPPA or the Act.
43. The Fire Chief and / or delegate may issue permits for displays of pyrotechnic special effect fireworks on the conditions set forth in Section 44, and each such permit shall state the name of the sponsoring business, club, association or group, the purpose of the display, the place and date at which the display may be held, and the name of the pyrotechnician under whose supervision the same shall be held.
44. Every permit holder shall comply with the following conditions, which applies to the holding of a display of pyrotechnic special effect fireworks under a permit issued under this by-law:
- i. the permit is valid only for the display at the place and on the date or dates set forth in the permit;
 - ii. the permit holder shall supervise the display of pyrotechnic special effect fireworks;
 - iii. the permit holder shall discharge the pyrotechnic special effect fireworks;
 - iv. the permit holder shall provide and maintain fully operational fire extinguishing equipment ready for immediate use; and
 - v. the permit holder shall comply at all times with the requirements of the Act, FPPA and the Pyrotechnics Special Effects Manual published by Natural Resources Canada or any successor publication.”.
45. No permit holder shall discharge pyrotechnic special effect fireworks except in accordance with the conditions of the permit.
46. The permit holder holding the display of pyrotechnic special effects fireworks shall ensure that all unused fireworks and all debris be removed.

Insurance

47. The applicant shall provide and maintain Commercial General Liability insurance subject to limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall be in the name of the applicant and shall name the Corporation of The Nation Municipality as an additional insured thereunder. Such insurance shall include permission to conduct displays of pyrotechnic special effects fireworks or display fireworks. Such insurance policy shall contain an endorsement to provide The Nation Municipality with (30) days prior written notice of cancellation or of a material change that would diminish coverage, and a Certificate of Insurance

evidencing such insurance coverage shall be provided to the Nation Municipality prior to the issuance of a permit.

Indemnification

48. The applicant shall indemnify and save harmless The Nation Municipality from any and all claims, demands, causes of action, loss, costs or damages that The Nation Municipality may suffer, incur or be liable for resulting from the performance of the applicant as set out in the by-law, whether with or without negligence on the part of the applicant, or the applicant's employees, directors, contractors and agents.

General Regulations

49. Every holder of a display fireworks permit shall produce his or her permit upon being so directed by the Fire Chief or Manager of Municipal By-law Enforcement, or any of their delegates.
50. Every holder of a pyrotechnic special effect fireworks permit shall produce his or her permit upon being so directed by the Fire Chief or Manager of Municipal By-law Enforcement, or any of their delegates.

Offences and Penalties

51. Every person who contravenes any of the provisions of this by-law is guilty of an offence.
52. Every person who is convicted of an offence under this by-law is liable to a fine as provided for in the *Provincial Offense Act*, R.S.O. 1990, Chapter p.33.

Short Title

53. This by-law may be referred to as the "Fireworks and Flying Lanterns By-Law".

Municipal Exemption

54. Notwithstanding any provision of this By-law, the Corporation of The Nation Municipality is exempt from the restrictions on the discharge of consumer fireworks, display fireworks, and pyrotechnic special effect fireworks, provided that any such discharge is conducted in accordance with the conditions set forth in permits issued under Sections 33, 37, and 43 of this By-law. The Municipality shall ensure compliance with all safety requirements and indemnify against any liabilities arising there from.

Validity and Severability

55. If a court or tribunal of competent jurisdiction declares any portion of this By-law to be illegal or unenforceable, that portion of this by-law shall be severed from the balance of the by-law, which shall continue to operate in full force and effect.

Repeal

56. That By-laws number 115-2021 and number 27-2022 be hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 12TH DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

SEAL

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 111-2024

BEING A BY-LAW OF THE CORPORATION OF THE NATION MUNICIPALITY TO APPOINT GUY PREVOST AS A LOTTERY LICENSING OFFICER

Whereas Section 227 (c) of the *Municipal Act, S.O. 2001, c. 25*, as amended, provides that it is the role of the officers and employees of the municipality to carry out other duties required under this or any Act and other duties assigned by the municipality; and

Whereas by Order-in-Council 1413/08 states that municipal councils may issue or cause to be issued a licence authorizing a charitable organization to conduct and manage the types of lottery schemes as may be specified by the registrar and approved by the Minister; authorize a charitable organization to submit an application to the registrar for a licence to conduct and manage a bingo lottery event at a pooling bingo hall.

Whereas the Council of the Corporation of The Nation Municipality deems it desirable to appoint a Lottery Licensing Officer;

Therefore the Council of The Nation Municipality enacts as follows:

1. THAT Guy Prevost is hereby appointed as Lottery Licensing Officer for the Corporation of The Nation Municipality.
2. THAT the said Lottery Licensing Officer shall exercise all the authority, powers and rights and shall perform all duties and obligations which by Statute or By-law are or may be conferred or imposed upon the Lottery Licensing Officer.
3. THAT By-law number 69-2018 be hereby repealed.
4. THAT this by-law come into force retroactively on March 18th, 2024.

READ A FIRST, SECOND AND DULY PASSED UPON THE THIRD READING IN OPEN COUNCIL THIS 12TH DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

THE CORPORATION OF THE NATION MUNICIPALITY

BY-LAW NO. 113-2024

BEING A BY-LAW TO PROVIDE THAT SUB-SECTION 5 OF SECTION 50 OF THE *PLANNING ACT*, R.S.O. 1990, CHAPTER P-13, AS AMENDED, DOES NOT APPLY TO THE FOLLOWING PROPERTIES:

PART OF LOT 1 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2 AND 3 ON PLAN 50R-11622, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 2 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2, 3, 4, 5 AND 6 ON PLAN 50R-11621, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 3 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2, 3, 4, 5 and 6 ON PLAN 50R-11642, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 4 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2 AND 3 ON PLAN 50R-11624, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 24 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2, 3 AND 4 ON PLAN 50R-11617, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 26 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1 AND 2 ON PLAN 50R-11619, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 27 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2, 3, 4, 5 AND 6 ON PLAN 50R-11620, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 28 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2, 3, 4, 5 AND 6 ON PLAN 50R-11613, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 45 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2, 3, 4, 5 AND 6 ON PLAN 50R-11633, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 46 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2 AND 3 ON PLAN 50R-11614, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

PART OF LOT 47 ON REGISTERED PLAN 50M-382, DESIGNATED AS PARTS 1, 2 AND 3 ON PLAN 50R-11616, THE NATION MUNICIPALITY, COUNTY OF RUSSELL;

WHEREAS sub-section 5 of section 50 of the *Planning Act*, R.S.O. 1990, Chapter P-13, as amended, provides that all lands within a plan of subdivision are subject to part lot control;

AND WHEREAS sub-section (7) of section 50 of the *Planning Act*, R.S.O. 1990, Chapter P- 13, as amended, authorizes the Council of the Corporation of The Nation Municipality to enact by-laws which provide that sub-section (5) of section 50 of the *Planning Act*, R.S.O. 1990, Chapter P-13, as amended, does not apply to land that are within a registered plan of subdivision as are designated in the by-law;

NOW THEREFORE the Council of the Corporation of The Nation Municipality enacts as follows:

Section 1: Subject to section 2 hereof, sub-section 5 of section 50 of the *Planning Act*, R.S.O. 1990, Chapter P-13, as amended, does not apply to the following properties:

Part of Lot 1 on Registered Plan 50M-382, designated as Parts 1, 2, and 3 on Plan 50R-11622, The Nation Municipality, County of Russell;

Part of Lot 2 on Registered Plan 50M-382, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 50R-11621, The Nation Municipality, County of Russell;

Part of Lot 3 on Registered Plan 50M-382, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 50R-11642, The Nation Municipality, County of Russell;

Part of Lot 4 on Registered Plan 50M-382, designated as Parts 1, 2 and 3 on Plan 50R-11624, The Nation Municipality, County of Russell;

Part of Lot 24 on Registered Plan 50M-382, designated as Parts 1, 2, 3 and 4 on Plan 50R-11617, The Nation Municipality, County of Russell;

Part of Lot 26 on Registered Plan 50M-382, designated as Parts 1 and 2 on Plan 50R-11619, The Nation Municipality, County of Russell;

Part of Lot 27 on Registered Plan 50M-382, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 50R-11620, The Nation Municipality, County of Russell;

Part of Lot 28 on Registered Plan 50M-382, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 50R-11613, The Nation Municipality, County of Russell;

Part of Lot 45 on Registered Plan 50M-382, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan 50R-11633, The Nation Municipality, County of Russell;

Part of Lot 46 on Registered Plan 50M-382, designated as Parts 1, 2 and 3 on Plan 50R-11614, The Nation Municipality, County of Russell;

Part of Lot 47 on Registered Plan 50M-382, designated as Parts 1, 2 and 3 on Plan 50R-11616, The Nation Municipality, County of Russell.

Section 2: This By-law comes into force and effect when it is approved by the United Counties of Prescott and Russell and will remain in effect until August 12th, 2026 upon which date the By-law is hereby repealed.

Section 3: That this by-law shall not be construed as to permit the further resubdivision or severance of any such parcel.

Section 4: Registration of this by-law in the proper land registry office is authorized and this by-law shall thereupon become effective.

**READ FIRST AND SECOND TIME
READ A THIRD TIME AND PASSED**

this 12th day of August, 2024.
this 12th day of August, 2024.

Francis BRIERE
Mayor

Aimé ROY
Clerk

Pursuant to the United Counties of Prescott and Russell By-Law 2019-27, this by-law, having met the criteria for Part Lot Control exemption, is hereby APPROVED under Section 50(7) of the *Planning Act*, R.S.O. 1990, as amended.

_____, **United Counties of Prescott and Russell**

THE NATION MUNICIPALITY

BY-LAW NO. 114-2024

BEING a by-law to authorize the Mayor and the Clerk to sign an agreement with the Corporation of the City of Clarence-Rockland for Automatic Aid Fire Services

WHEREAS Section 9 of the *Municipal Act S.O. 2001, c.25*, a 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;

WHEREAS section 11 (2) (6) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Subsection 2(6) of *The Fire Protection and Prevention Act, S.O. 1997*, states that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS Clarence-Rockland is agreeable in providing automatic aid fire protection services to The Nation;

THEREFORE, the Council of The Nation Municipality enacts as follows:

- 1) That the Mayor and Clerk are hereby authorized to execute the agreement with the City of Clarence-Rockland hereto attached as Annex "A" and forming part of this by-law.
- 2) This by-law shall be effective the 1st of September 2024 and / or when both parties sign said agreement.
- 3) That any previous agreements relating to automatic aid services be hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN OPEN COUNCIL THIS 12th DAY OF AUGUST 2024.

Francis Brière, Mayor

Aimée Roy, Clerk

THIS AGREEMENT made this 1st day of September 2024

BETWEEN: **THE CORPORATION OF THE NATION
MUNICIPALITY**

Hereinafter referred to as “The Nation”;

AND: **THE CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND**

Hereinafter referred to as “Clarence-Rockland”;

WHEREAS Section 9 of the *Municipal Act S.O. 2001, c.25*, a 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;

WHEREAS section 11 (2) (6) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

AND WHEREAS Subsection 2(6) of *The Fire Protection and Prevention Act, S.O. 1997*, states that a municipality may enter into an automatic aid agreement to provide or receive the initial or supplemental response to fires, rescues and emergencies;

AND WHEREAS Clarence-Rockland is agreeable in providing fire protection services to a designated area of The Nation;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is mutually agreed between the parties hereto as follows:

1. In this Agreement,
 - (a) “*designate*” shall mean the person who, in the absence of the fire chief, is assigned to be in charge of a particular activity of the fire department, and who has the same powers and authority as the fire chief;
 - (b) “*fire area*” means the fire area of The Nation as described in Schedule "A" attached hereto and forming part of this Agreement;
 - (c) “*fire chief*” means the chief of the fire department;
 - (d) “*fire department*” means, unless specified otherwise, the Clarence-Rockland fire department;
 - (e) “*fire protection services*” means and includes the following:
 - (i) firefighting and
 - (ii) any other responses or incidents to which the fire department would normally respond in Clarence-Rockland.
 - (f) “*MTO*” means the Ontario Ministry of Transportation.
2. Clarence-Rockland will supply, except as hereinafter limited or excluded, fire protection services to The Nation in the fire area as described and identified in Schedule "A" attached and forming part of this Agreement.

3. Clarence-Rockland will supply fire apparatus and personnel and will respond to occurrences in the fire area of The Nation as though the occurrence was within Clarence-Rockland and as defined as responses identified in the Clarence-Rockland Establishing and Regulating by-law.
4. Should the fire chief of the fire department, or designate, determine that the occurrence will elapse a two-hour period of time or require assistance from The Nation fire department to take over the scene to ensure coverage for Clarence-Rockland he or she shall notify the dispatching service of The Nation and The Nation fire department will be dispatched to assist and relieve the Clarence-Rockland fire department.
5. Notwithstanding Section 3 above, the fire chief or designate may, at his or her discretion, refuse to supply the described response to occurrences if such response personnel, apparatus or equipment are required in Clarence-Rockland or elsewhere. Similarly, the fire chief or designate may, at his or her discretion, order the return of such apparatus, equipment or personnel that is responding to or is at the scene of an incident in the fire area. In such cases the fire chief or designate will notify the dispatching service of the fire department of The Nation.

In addition, in no event shall the fire department of Clarence-Rockland be obliged to furnish fire protection services to the fire area of The Nation in the case of a fire, medical call or false alarm, if by reason of the presence of snow or ice, or from any other cause, the road(s) leading to the place of the alarm are in an impassable or dangerous condition or in such condition as to involve risk of accident to the personnel or apparatus of the fire department.

6. The fire chief or designate shall have full authority and control over any and all activities in which the fire department may be engaged in the fire area of The Nation, until such time that The Nation fire department arrives, at which time the fire scene shall be turned over to The Nation fire department.
7. The fire chief or designate of the fire department shall report to The Nation all occurrences in the fire area to which the fire department has responded within 24 hours of the occurrence.
8. The Nation agrees to provide a map of the fire area, upon execution and prior to this Agreement taking into full effect, clearly indicating all readily accessible static sources of water available for firefighting operations. Should changes be made to the availability of static sources of water, The Nation agrees to advise Clarence-Rockland immediately.
9. The Nation agrees to maintain all street and road signs in the fire area identifiable by having them clearly marked at all intersections.
10. The Nation agrees to identify all bridges in the fire area, upon execution and prior to this Agreement taking into full effect, as to weight limits and advise of alternate routes for fire apparatus. Any such bridges, so identified, will either limit or exclude fire protection services where the uses of any bridge(s) are required by fire apparatus. Should changes be made to this matter The Nation agrees to advise Clarence-Rockland immediately.
11. The Nation shall be responsible for establishing and notifying, in the manner and to the extent deemed necessary, residents and/or occupants within the fire area of the procedures for reporting an emergency and of the services provided by the fire department.
12. The Clarence-Rockland Fire Chief or designate of the fire department is to be recognized as the Fire Chief of the fire area while responding to a fire call until such time he or she is relieved by the fire department of The Nation.
13. In consideration of the fire protection services undertaken by Clarence-Rockland to the fire area, The Nation shall pay fees to Clarence-Rockland as set out in Schedule B attached and forming part of this Agreement.

- a. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that it has subsequently been determined that the fire was outside the fire area, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per Schedule B - section 1, attached to and forming part of this Agreement.
 - b. In the event that the Clarence-Rockland fire department is requested to respond to the fire area and that the accident or fire call is called off by dispatch as a false alarm or otherwise the fire or accident scene cannot be determined, The Nation agrees to reimburse Clarence-Rockland according to the rate or fee structure as per schedule B – section 2 attached to and forming part of this Agreement.
14. Notwithstanding anything herein contained, no liability shall attach or accrue to Clarence-Rockland for providing fire protection services or failing or refusing to supply fire protection services to the fire area of The Nation on any occasion or occasions
15. The parties agree that this Agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
16. Should there be any dispute between the parties with respect to any matter contained in this Agreement, including but not limited to the interpretation of the Agreement, the same shall be submitted for arbitration under the provisions of the *Municipal Arbitrations Act, Chapter M.48, R.S.O. 1990* and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement. If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act* then the parties hereto shall agree to the selection of a single arbitrator, and in the absence of agreement, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the *Arbitrations Act, Chapter 17, R.S.O. 1991* or pursuant to any successor legislation.
17. In the event that any covenant, provision, or term of this Agreement should at any time be held by any competent tribunal to be void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect.
18. This Agreement shall be in force for a period of five (5) years commencing on the date of execution, subject to terms and conditions for full effect of the Agreement, and shall be automatically renewed from year to year thereafter unless, in any year of renewal, either party gives notice to the other party within thirty (30) days of the date of expiry of its intention not to renew the Agreement.
19. Notwithstanding Section 18 of this Agreement, the same may be terminated at any time prior to an expiry date by either party providing written notice to the other party not less than three (3) months prior to the desired termination date.
20. Notwithstanding any of the provisions of this Agreement, fire protection services for the designated area will only commence upon written notification by the Fire Chief of the Clarence-Rockland Fire Department to The Nation as to the effective date of this Agreement.

IN WITNESS WHEREOF each of the parties hereto has affixed its corporate seal by the hands of its proper officers.

SIGNED, SEALED and EXECUTED
this ____ day of _____ 2024

Corporate Seal

**(THE CORPORATION OF THE
NATION
MUNICIPALITY**

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(Mayor
(
(

Clerk

Corporate Seal

**(THE CORPORATION OF THE
CITY OF CLARENCE-
ROCKLAND**

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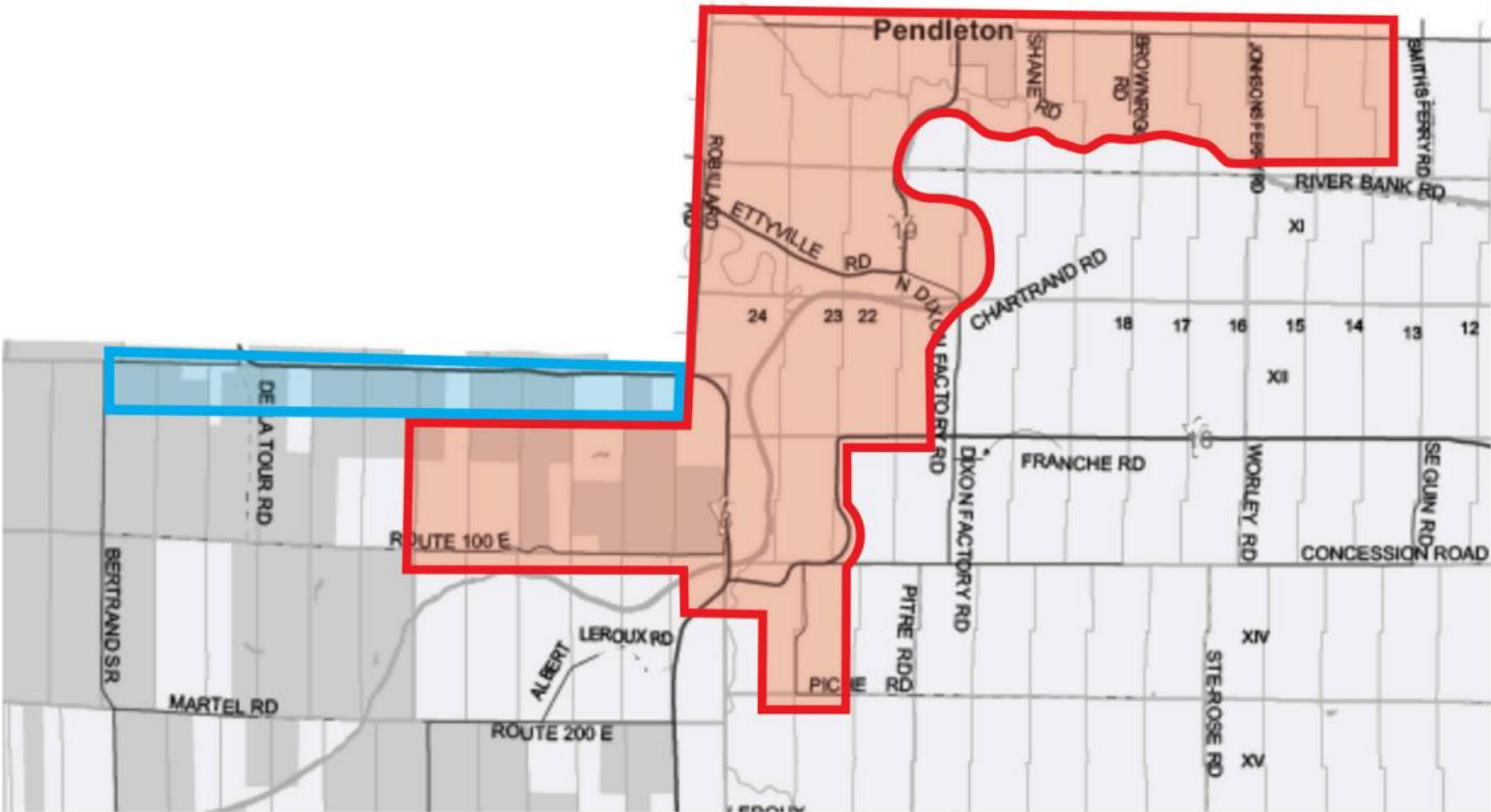
FIRE AREA - SECTION 2 OF THE AGREEMENT

The following describes the fire area of The Nation for the purpose of the Agreement between The Nation and Clarence-Rockland:

- a) The area to be covered for the purpose of fire protection services is described as follows:
- *County road 8 North of County road 16 to the intersection of Clarence-Cambridge Boundary Rd.*
 - *A section of Clarence-Cambridge Boundary Rd. between County Road 8 and Bertrand Side Rd.*
 - *Robillard road.*
 - *County Road 19 (Ettyville Rd) up to Concession 10 (Pendleton)*
 - *Route 100 East.*
 - *Concession road 10 from Cobbs Lake creek to Concession road 11 (Westminster)*
 - *County road 16 from County road 8 to Dixon Factory road*
 - *West side of North Dixon Factory road*
 - *Piche road up to Dicaire road*
 - *Sector as shown on map.*
 - *Sector 1-A*
 - *Sector 1-B*
 - *Sector 1-C*
- b) The attached map, being also part of Schedule "A" and forming part of this Agreement, delineates in yellow the fire area and should a conflict exists between the attached map and Section a) of Schedule "A" of this Agreement, the attach map shall prevail for the purpose of establishing the fire area.

Schedule A - Automatic Aid Agreement

The Nation Municipality / City of Clarence-Rockland



FEE STRUCTURE

SECTION 1: For fire and vehicle responses where scene is readily found and/or medical first response in the fire area as per article 13.

- a) The fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 559.86\$ as for MTO rate, for the first hour per piece of equipment responded to the fire area;
 - ii) 279.93\$ for each half hour, as to MTO rate

Note that the hourly amount will increase as determined by MTO on a yearly basis.

SECTION 2: For fire and vehicle responses where scene is not found (false alarms).

- a) For calls that are called off by dispatch or otherwise the fire or accident scene cannot be determined, the fee (rate) structure payable to Clarence-Rockland shall be as follows:
 - i) 279.93\$ for the first hour or part thereof per piece of equipment responded to the fire area.