



**TOWNSHIP OF RIDEAU LAKES
REGULAR MEETING OF COUNCIL
AGENDA**

**Tuesday, September 2, 2025, 6:00 p.m.
Municipal Office, Chantry**

	Pages
1. CALL TO ORDER	
2. LAND ACKNOWLEDGEMENT STATEMENT The Township of Rideau Lakes acknowledges that we live and work and are meeting on ancestral territories of indigenous people. We do so respecting both the land and the Indigenous peoples and honor their past, present and future. The Township values and respects their cultural heritage and relationship to the land.	
3. ROLL CALL	
4. EMERGENCY ADDITIONS/AMENDMENTS TO AGENDA	
5. ADOPTION OF AGENDA	
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11.5	By-Law 2025-111: ZBA-12-2025 (70 R2 - SE) Covell	
11.6	By-Law 2025-112: Rename to Parks and Recreation Committee	
11.7	By-Law 2025-113: Agreement with Royal Bank of Canada - Portland Hall and Library Loan	
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Re: Opposition to Road Closure Request RC-3-2023 KAPSA (Segments 2–5)

Dear Council members,

I have composed this letter to emphatically state our opposition to the most recent proposal by the applicants to close and transfer ownership of sections of the township access road in question.

This proposal to purchase township access roads leading to their property may seem mutually beneficial to township as well as the applicants but poses potential problems mainly to our agricultural operations, and we find it uncomprehensible that we were not contacted for our input on this matter. These problems include but are not limited to (as we have not been granted adequate time to fully research all outcomes to this proposal).

1-access to our land via township road frontage for maintenance and livestock care.

2- access to water supply via township access road to support future livestock and agricultural operations.

3- potential risks associated with any changes to drainage creeks and waterways.

We would also like to know if a survey has been carried out to mark these access passageways. There is no evidence to suggest this making it difficult to determine the full impact this will have, as the exact route of the passage is not visible.

We would like to request a survey if one has not been completed before any decisions are made on this matter.

The original proposal was deferred in 2024 to give the applicants time to reach out to the owners of neighboring properties to make an attempt at coming up with a reasonable solution to their problem, but no attempts have been made on their part. Instead, they have enlisted the help of an ex-council member to approach it from a different angle with the council without adequate notice to all parties affected.

There is something broken in a system that would allow such things to happen without contacting all current tax paying citizens involved. We have been left scrambling at the last minute to research the facts and form our opposition, and if we had not been made aware of this situation what would have happened next?

This would have been passed without consideration to the residents pre-existing the applicants regardless to the impact?

As stated at the previous council meeting regarding this issue we maintain that we are not opposed to the applicants gaining access to the land that they purchased through reasonable means as long as it does not interfere with our operations as intended when we purchased our property. We maintain the stance that the applicants purchasing property known to be landlocked was not then, and should not now be our issue, and should therefore not have any impact on our agricultural operations.

It is also not unreasonable to request that any decisions or proposals brought before council that directly affect the future of our farm be brought to our attention in a timely fashion.

I strongly urge the council to deny this application and amend your policies and procedures to if not protect taxpayers and landowners from such intrusions, at least keep them informed of situations like this one. No motion should ever be passed without input from all parties involved.

We will see you all at the council meeting on Tuesday

Feeling Sincerely blindsided,

Brandi and Curt Magill

Magill Family Farms and Services

■ Coons Rd, Elgin, ON

K0G 1E0

■

To Whom It May Concern,

I am writing to formally register my opposition to the proposal put forth by Jan and Jitka Kapsa before the town council, seeking acquisition of the access road connecting to our properties via Coons Road.

A segment of our property, situated along Coons Road, is accessed through the subject township access road. This access route has remained wholly neglected by the township, and up to this point has been exclusively utilized by myself, my spouse Curt, and our neighbors Kyle Hope and Sarah Eggleton, who also possess property adjoining this road.

Since our acquisition of the property in 2021, and potentially prior to that period, the parcel of land contiguous to our own, owned by the Kapsas, has been marketed for sale, primarily due to the access-related predicaments associated with it. The contentious nature of access to this land has been public knowledge, contributing to its prolonged listing duration.

Subsequent to their acquisition, Jan and Jitka made an introductory visit to our residence, apprising us of their recent property acquisition and articulating their intentions to secure access to it. Notably, they conveyed an attitude suggestive of unilateral progression, asserting that advancements would transpire regardless of our opposition, thereby urging our compliance.

Initially, their proposed course of action entailed petitioning the township for the opening and maintenance of said road—a proposition patently improbable. Subsequently, they proffered to purchase from us the requisite parcel to facilitate driveway construction to their property. Regrettably, the sole feasible route for such a driveway, sans marshland reclamation, traverses our cultivated fields—an option categorically rebuffed by us, given the adverse implications for our agricultural operations.

Their latest proposal entails acquisition of the township access road, thereby assuming ownership thereof, while granting us access rights. However, this alternative is suboptimal, given our reliance on heavy-duty equipment for agricultural pursuits, coupled with our aversion to subjecting ourselves to the authority of a private landowner. Presently, we benefit from unimpeded access without interference from neighbors, fostering a harmonious coexistence. Maintenance concerns, such as fallen trees or snow accumulation, are managed promptly and independently, ensuring uninterrupted access—a service whose continuity under Jan's stewardship remains uncertain.

The access route in question holds historical significance for our property, predating our tenure, and ought to be preserved as such.

We regard the Kapsas' actions as presumptuous and overbearing, predicated on their financial leverage to coerce ingress either onto our property or the access road. Notably absent from their approach was any attempt at dialogue or negotiation, their acquisition premised solely on the presumption of our acquiescence. We are steadfast in our resolve to maintain the tranquil lifestyle we cherish, devoid of neighborly discord—an outcome jeopardized by ceding control of our access route to external ownership.

Ours is a modest family endeavor, embarked upon with the aspiration of rehabilitating a dilapidated property and revitalizing its agricultural potential. Unlike the Kapsas, our financial resources are limited, engendering apprehensions regarding the equitable resolution of this matter.

We have had multiple conversations with members of the township office as well as the Kapsas themselves, and have heard out all of the options laid out before us. We stated in the first conversation and still maintain to this day the opinion that the Kapsa's knew what they were getting into when they purchased this property. The fact that they can not access the land to build as they desire, is not our issue, and it should not have been assumed that we would make concessions to facilitate their access. The amount of time we have spent talking about this, worrying about this, and debating about this is more than we wished to invest. We urge the council to consider the impact this will have on our operations, as well as our quiet and peaceful existence.

Respectfully,
Curt and Brandi Magill

Sarah Eggleton

Coons Road
Elgin, Ontario K0G 1E0

Dated: 2025-08-28

To: Council

Township of Rideau Lakes
1439 County Road 8
Delta, ON K0E 1G0

Re: Opposition to Road Closure Request RC-3-2023 KAPSA (Segments 2–5)

Dear Members of Council,

I am writing to state, in the strongest possible terms, my opposition to Road Closure Request RC-3-2023 KAPSA regarding the proposed closure and conveyance of Segments 2–5 of the Township road allowance. This recommendation, if approved, will restrict essential access to farmland and adjoining properties, directly harm neighboring landowners, and undermine the rights of the public and our community.

These road allowances exist for the benefit of the public. They are relied upon for **farm access, agricultural operations, equipment movement, and neighboring property use**. Closing them off and handing them to private individuals strips other landowners of essential access that has been in place for generations. Council must not ignore the lasting and damaging consequences of this action.

Beyond agricultural and property concerns, this allowance is also widely used by **local residents for exercise, recreation, and enjoyment of the outdoors**. Many people walk, cycle, and enjoy this public corridor as part of their community life. To permanently close and privatize this road would rob the public of a valued shared space and set a harmful precedent for restricting community access to open land.

These road allowances are also part of the **heritage and tradition of Rideau Lakes Township**. They were originally established to guarantee future generations access to land and waterways, regardless of changing ownership. To close and sell them now is not only shortsighted, but also a betrayal of that original purpose. Once lost, this historical public right-of-way can never be reclaimed.

I am also deeply concerned about the **environmental impacts** of this proposal. The area is part of an important natural corridor, and no environmental study has been presented. At a minimum, studies must be conducted to assess the impact on **fish migration from Lower Beverly Lake**, as well as broader ecological impacts. Council should not approve any closure until these studies are completed and made available to the public.

In addition, a **proper land survey must be completed and physically marked on site** before any transfer is considered. Adjoining landowners and the community deserve clarity on exact boundaries and potential impacts. Proceeding without a clear survey would be irresponsible and unfair.

Equally, I am also outraged at the **gross undervaluation** of these public lands. By-law 2019-72 prescribes a proper purchase price of approximately \$120,961.59. Yet the applicants propose to pay only \$36,857.90 — less than a third of fair value. This amounts to a fire sale of Township-owned land, a betrayal of taxpayers, deeply irresponsible, and a dangerous precedent for the management of public assets.

Let me be absolutely clear: these lands do not belong to the applicants. They belong to the residents of Rideau Lakes Township, and Council is duty-bound to manage them with fairness and integrity. Once conveyed, public access will be permanently lost — a decision that cannot be undone.

If Council nevertheless proceeds with this closure and sale, I **demand equal opportunity as an adjoining property owner to apply for ownership of the road allowance**. To sell these lands without opening the process to all adjoining owners would be an act of favoritism, procedural unfairness, and a violation of the Township's responsibility to treat residents equally. Excluding adjoining owners will only invite formal challenge to the decision and further erode public trust.

I urge Council to **reject Road Closure Request RC-3-2023 KAPSA outright**. If the Township insists on selling the road allowance, then it must first require proper environmental studies, a full survey, and an open, fair process that includes all adjoining property owners. Anything less is unacceptable.

Please ensure this letter is entered into the public record and circulated to all members of Council in advance of any vote.

Respectfully,

Sarah Eggleton



Dear Council,

We are writing to express our strong opposition to the proposal to privatize the township road leading to our properties. Several concerns have arisen regarding this proposal, prompting us to urge the council to carefully reconsider this course of action.

First and foremost, we are deeply concerned about the potential development of the land, particularly in light of prior activities undertaken by Jan and Jitka. It raises questions about whether there are external interests or business ventures associated with their efforts to obtain access. The manner in which events have unfolded suggests a hidden agenda, casting doubt on the true motivations behind this proposal. A cursory online search would readily unveil pertinent background information regarding Jan and Jitka.

Furthermore, there are significant environmental considerations that must be addressed. The possible presence of protected species in the area and their proximity to the proposed road could have serious implications for wildlife conservation efforts. Additionally, the existence of old-growth trees exceeding 150 years in age highlights the need to prioritize nature preservation in any decision-making process.

The seasonal water flow over the road allowance must also be taken into account, as it could pose challenges to road maintenance and access. Limited access for equipment and land use further complicates matters, raising questions about the feasibility of privatizing the road.

Moreover, it is essential to consider the cost implications of alternative options for access. While Jan and Jitka have received permission from another landowner to build their road, it is unclear how this cost compares to the proposed road allowance option. Additionally, the standards for road construction and maintenance must be carefully evaluated to ensure compliance with safety and environmental regulations.

The projected maintenance costs of the road, including grading, graveling, cleaning ditches, and ensuring unimpeded waterways, must be thoroughly assessed. It is unreasonable to assume that neighboring property owners (ourselves, Brandi and Curt Magill) will bear the financial burden of road maintenance, particularly without our consent.

Furthermore, the potential for tax increases following road privatization raises concerns about the economic impact on residents. It is essential to consider the long-term financial implications of this decision for all stakeholders involved.

Finally, it is crucial to ensure that farming equipment will have adequate access to the entirety of the road abutting our property. Any restrictions on access could have detrimental effects on agricultural operations and livelihoods.

In conclusion, I urge the council to carefully consider the myriad concerns raised regarding the privatization of the township road. It is imperative to prioritize transparency, environmental conservation, and the interests of all affected parties in any decision-making process.

Thank you for your attention to this matter.

Sarah Eggleton and Kyle Hope
Coons Road, Elgin

Report to Council
Meeting Date: September 2, 2025

Report Title: Tender Results for Townline Bridge Replacement

Department: Public Works
Author's Name: Dan Chant
Position: Manager of Roads and Drainage
File/Report #RDS-2025-25



RECOMMENDATION:

Be it resolved that Council passes a By-Law authorizing the Mayor and Clerk to sign a tri-party agreement between Elizabethtown-Kitley and Goldie Mohr Ltd. for the replacement of the Townline Bridge at 50% of the tender cost being \$245,500 (plus the Township's portion of the HST) for a total of \$249,820.80,

AND FURTHER, that Council passes a By-Law to enter into a project management agreement with TSI Inc., engineering firm for project management, as presented in Council Report RDS-2025-25.

STRATEGIC PLAN COMMENTS:

Sector 8 – Governance and Administration – Strategic Initiative 4 – Township
Council will ensure openness and transparency in its operations.

OVERVIEW:

A tender was advertised for the replacement of Townline bridge. This bridge is jointly owned between The Township of Rideau Lakes and The Township of Elizabethtown Kitley. The prices below represent the total price of the replacement excluding engineering costs, provisional items, and HST. The total cost shown below will be split equally between the two Municipalities. Staff budgeted \$600,000.00 for our portion of this project. Six (6) tenders were received and opened on July 15, 2025 following the deadline.

The final RVCA permit has not been received yet. We have received a preliminary review and they have advised we will be approved. The bids received were based on the preliminary review. If the final review contains changes the bid price will have to be adjusted. Due to a completion date of November 10th we need to get Council approval to proceed in order to complete the project on time.

Other cost to keep in mind is in addition to the \$29,548.56 already spent so far this year, an estimated \$101,200.00 in engineering cost is expected. TSI Inc. will be supervising the project to ensure that work is completed in accordance with RVCA and the tendered Tender Results for Townline Bridge Replacement September 2, 2025

specifications. I am also allowing for \$50,000.00 in contingencies that may or may not happen. These fees are based on total costs and will be shared by both Municipalities. Township of Rideau Lakes estimated share would be approximately \$180,748.56.

Company Name	Total Less HST
Goldie Mohr Ltd.	\$491,000.00
Arnott Brothers Const.	\$638,371.00
Thomlinson Const.	\$763,145.00
Cranes Const.	\$877,226.00
Fidelity Group	\$904,474.00
GMP	\$1,130,373.79

FINANCIAL IMPLICATIONS:

The Township budgeted \$600,000 for the project.

\$249,820.80 (Township share of construction)

\$180,748.56 (TSI project management and contingency)

Total: \$430,569.36

ATTACHMENTS:

Engineering Cost Estimate

e-signed

August 27, 2025

Dan Chant
Manager of Roads and Drainage

DATE

e-signed

August 28, 2025

Shellee Fournier
CAO

DATE

**Township of Elizabethtown-Kitley &
Township of Rideau Lakes**

Engineering Cost Estimate-IFT-Rev.1-July 23, 2025

Provisional Items

Item No.	OPSS	NSSP	Description	Unit	Quantity	Unit Price	Total
P.1			Utility Relocation (Temporary Service Management)	Lump Sum	100%	\$40,000.00	\$40,000.00
P.2			Modification to Local Entrances	Lump Sum	100%	\$20,000.00	\$20,000.00
P.3			Property Easement Agreement	Lump Sum	100%	\$20,000.00	\$20,000.00
						Subtotal:	\$80,000.00
						Contract Administration (15%):	\$12,000.00
						Contingencies (10%):	\$9,200.00
						Total:	\$101,200.00

Report to Council
 September 2, 2025
**Report Title: RWLT Road Encroachment Request
 (RC-3-2025)**
 Department: Development Services
 Author's Name: Foster Elliott
 Position: Associate Planner
 Report #: DS-2025-22



RECOMMENDATION

Be it resolved that Council passes a by-law authorizing the Mayor and Clerk to sign a Road Encroachment agreement with the Rideau Waterway Land Trust (RWLT) contingent on the following condition:

1. That an encroachment agreement between the applicant and the Township be entered into, it shall be to the satisfaction of the Township and shall include conditions such as (but not limited to):
 - a. Use of road allowance is restricted to providing driveway access only;
 - b. Restrictions on parking on the road allowance;
 - c. Requirement to provide written notice to the Township prior to any work commencing;
 - d. The removal/relocation of the driveway by the applicant at the Township's request should a future need arise for the use of the road allowance;
 - e. All costs to be borne by the applicant to comply with the agreement, including but not limited to, registration on title;
 - f. That all required permits are to be obtained through the proper authorities; and;
 - g. Limiting Township liability through insurance and indemnification of the Township,

As presented in Council Report DS-2025-22.

STRATEGIC PLAN COMMENTS

Sector 2: Environment – Strategic Initiative #4 – Support non-profit organizations efforts to acquire and preserve key ecologically significant land.

Sector 5: Quality of Life/Recreation – Strategic Initiative #2 – Tie into Conservation Authority, Biosphere, and Land Trust Programs.

BACKGROUND

A request has been received from the Rideau Waterway Land Trust (RWLT) to enter into an encroachment agreement with the Township to permit access to an existing lot off Whitefish Lake Road for a community use trail system and nature reserve. The applicants are proposing to create a driveway across an approximately 13m long section of the 20m wide road allowance between Concessions 7 and 8 in the ward of South Crosby (Figure 1).

This request is related to draft approved consent application B-26-25 which was for a right-of-way from Whitefish Lake Road over a piece of private property up to the west side of the unopened road allowance between Concession 7 and 8, Lot 5 South Crosby. The Rideau Waterway Land Trust intends to purchase the large 216-acre property on the east side of the unopened road allowance.

RWLT Road Encroachment Request
 September 2, 2025

The easement conditionally granted through consent application B-26-25 was one of two parts needed to grant access to the desired property from Whitefish Lake Road. A condition of the consent application was that the proponent either gain access over the unopened road allowance via an encroachment agreement or that the proponent purchase and close that section of unopened road allowance. Either of these two options would address the second requirement for access. More information on this application is found in the staff report (Attachment 1).

DISCUSSION

The proposal seeks to formalize an encroachment previously used for access to the applicants future property and use the area for driveway access to a future parking area and trail head for the proposed community use trail system and nature reserve. Other options have been reviewed by the RWLT for driveway access and parking for the public to use from Whitefish Lake Road, however the topography of the site and existing vegetation patterns made the proposed encroachment area the most viable. The driveway and future parking areas will be located along the existing informal driveway and cleared field areas.

The road allowance subject to this application is partially used by Whitefish Lake Road to the north and south sides of the area proposed for the encroachment. In this specific area the topography required the road to turn off the road allowance to ensure traffic safety and best road construction practices of the time when the road was constructed. Therefore, this section of road allowance is not anticipated to be used for a future municipal road due to the topography and proximity to the existing Township road.

The encroachment on the road allowance is to be restricted to driveway use only (i.e. no parking), which will assist in mitigating impacts to any current Township activities, and there is no anticipated impact on the Township's ability to act in the public's interest as a whole for this situation. A recommended condition on the encroachment agreement is to be that should in the future the Township require the use of the road allowance that the RWLT would be required to find another solution to access their lands. The impact on the surrounding uses has also been assessed. In the area of the road allowance, the lands are all vacant, but could be used for future residential use. Due to the passive use of the RWLT lands of conservation use for trails and nature reserve, traffic is anticipated to be low throughout most of the year, and slightly greater during the summer months especially on weekends. The abutting property which obtained conditional approval for the creation of the right-of-way for the RWLT is currently vacant, and the future development area can be well screened from the proposed driveway. There are no natural or human hazards created or worsened by this proposal, and no land use compatibility concerns have been identified. The agreement should be fairly basic in nature, however should include conditions that ensure that any notable conflicts are addressed and future operations are not impacted.

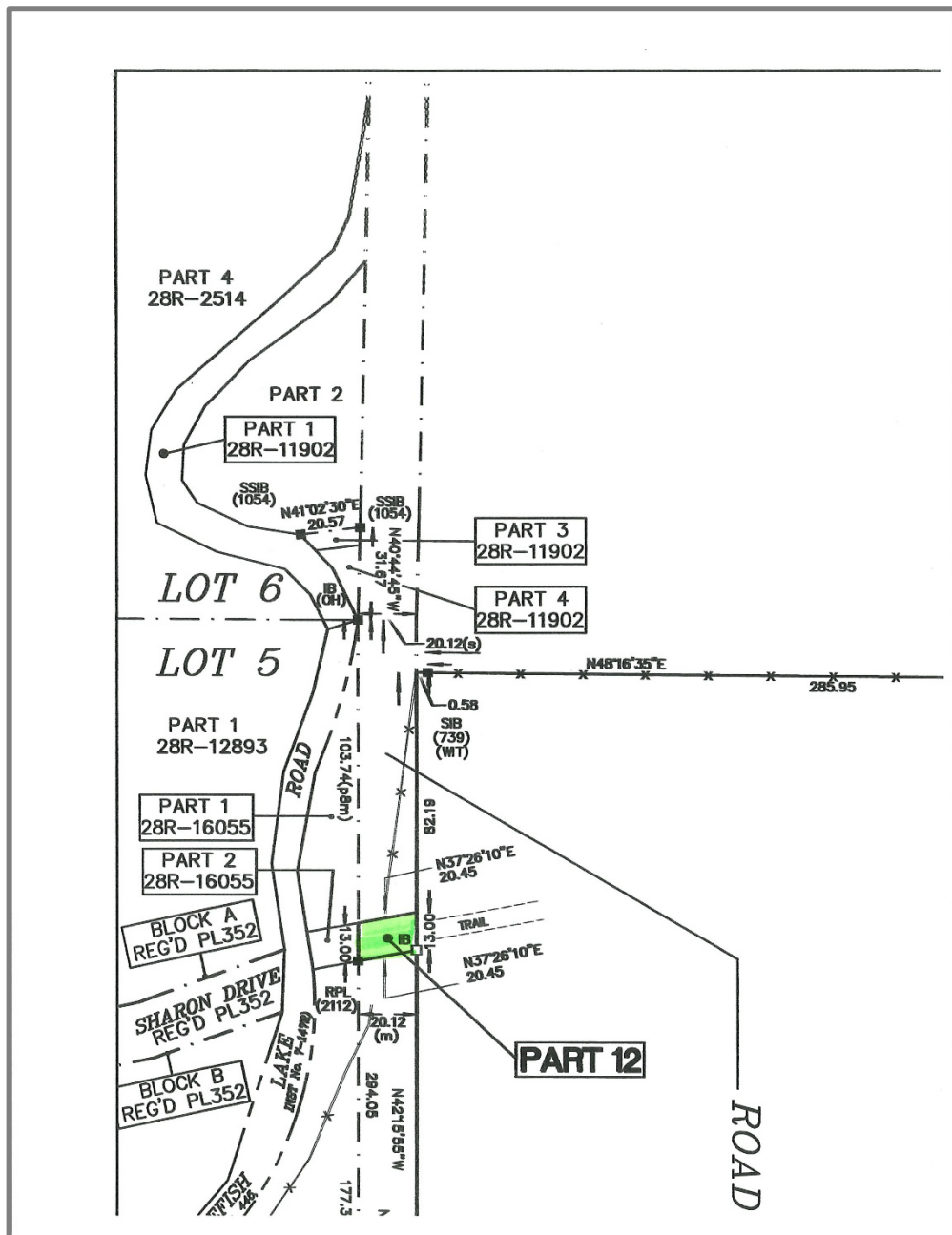


Figure 1: Sketch Provided

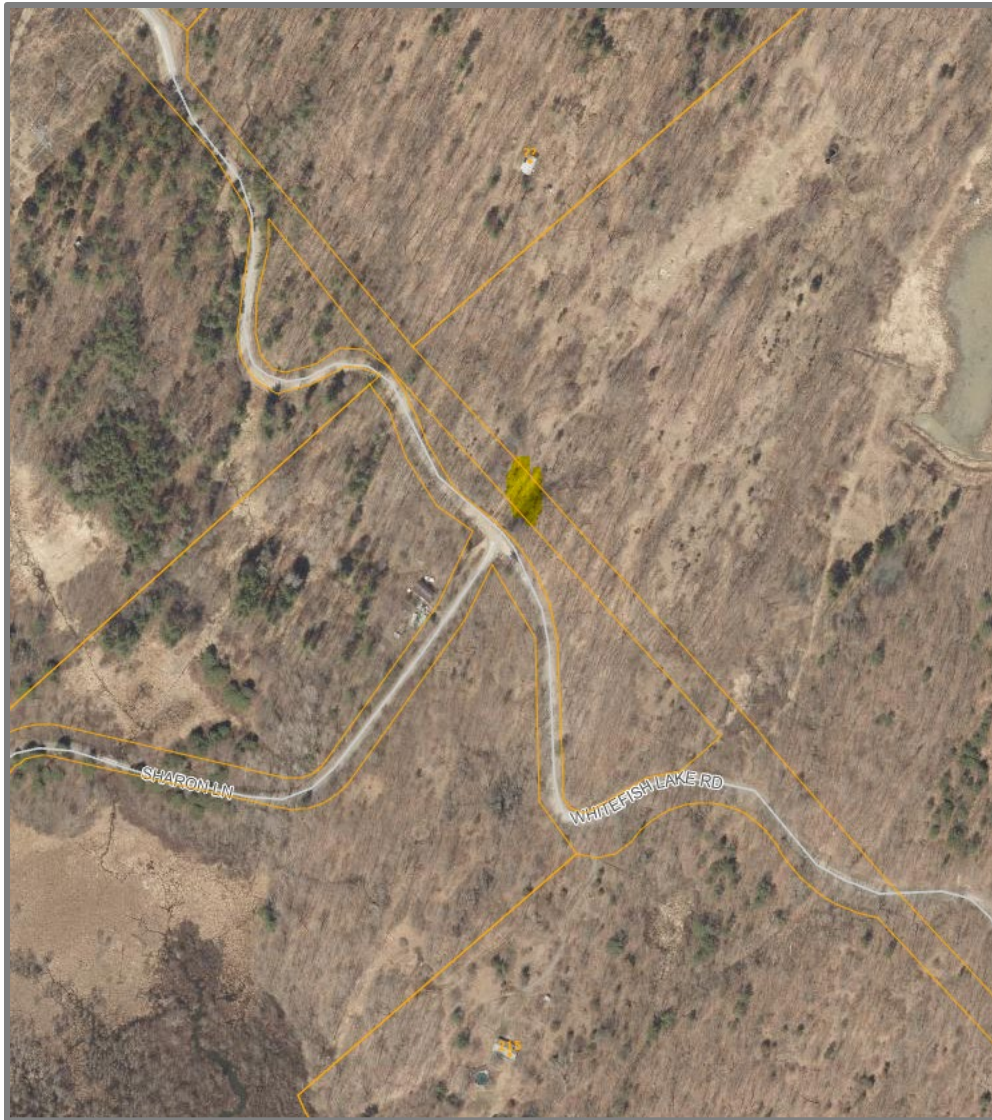


Figure 2: Aerial Image of Surrounding Area

FINANCIAL IMPLICATIONS

None – any/all fees are at the applicant's expense.

ATTACHMENTS

- Drafted Encroachment Agreement

e-signed

 Foster Elliott, Associate Planner

August 26, 2025

 Date

e-signed

 Tom Fehr, Manager of Development Services

August 27, 2025

 Date

e-signed

 Shellee Fournier, CAO

August 27, 2025

 Date

RECOMMENDATION NO. 18 - 2025
WEDNESDAY August 6, 2025

Moved By: John McDowell

Seconded By: Sue Dunfield

To pass a Recommendation that;

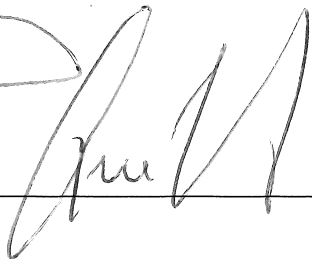
The Rideau Lakes Lake Association Committee acknowledges the discussion on Bass Sanctuaries.

AND FURTHER THAT, in support of establishing bass fish spawning sanctuaries on additional township lakes, by 2026, if at all possible, in order to secure scientific data in support of a sustainable bass population/fishery; and

AND FURTHER, consistent with the Township's support for lake health, that Council authorize Mayor Hoogenboom to request a brief meeting with the Ontario MNR Minister, on the margins of the ROMA conference in early 2026, to advance bass fish spawning sanctuaries in local lakes.

Carried

Defeated



THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
RIDEAU LAKES LAKE ASSOCIATION COMMITTEE (RLLAC) MEETING

RECOMMENDATION NO. 19-2025

~~THURSDAY,~~

Wednesday, August 6, 2025

Moved By: Rhonda Birenbaum

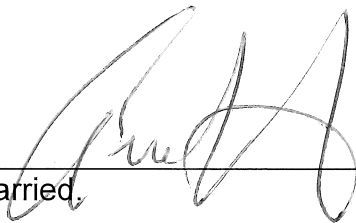
Seconded By: GREG Wetmore

To pass a Recommendation that;

The Rideau Lakes Lake Association Committee ENCOURAGES COUNCIL
TO BRING FORWARD A PROPOSED LEASING BYLAW

FOR 3RD READING EXPEDIENTLY

Carried.





**TOWNSHIP OF RIDEAU LAKES
Regular Council Meeting**

RESOLUTION

Title: RLLAC Rec: Bill C-23 - Historic Places of Canada Act - Parks
Canada Regulations

Date: Tuesday, September 2, 2025

Moved by Councillor J. Banks

Seconded by Councillor Pollard

WHEREAS at the Rideau Lakes Lake Association Meeting held August 6, 2025, a request was brought forward for Council to send a letter to the Ministry on behalf of RLLAC to support the re-introduction of the draft "Historic Places of Canada Act" (originally Bill C-23 introduced in 2022), specifically sections 33-34 which will allow the Parks Canada Agency to write their own regulations for their historic canals and improve their ability to enforce those regulations;

NOW THEREFORE be it resolved that the Corporation of the Township of Rideau Lakes agrees to forward the letter on to the Honourable Steven Guilbeault, Minister of Canadian Culture and Identity.



Rideau Lakes

1439 County Road 8, Delta, ON K0E 1G0
T. 613.928.2251 | 1.800.928.2250 | F. 613.928.3097
rideaulakes.ca

September 3, 2025

The Honourable Steven Guilbeault
Minister of Canadian Culture and Identity, Parks Canada
15 Eddy Street
Gatineau, Quebec
J8X 4B3

Dear Minister Guilbeault,

On behalf of the Township of Rideau Lakes, and at the request of our local Lake Associations, I am writing to urge you and your Government to re-table in Parliament, the draft “*Historic Places of Canada Act*” (originally Bill C-23 introduced in 2022), specifically **sections 33-34** which will allow the Parks Canada Agency to write their own regulations for their historic canals and improve their ability to enforce those regulations.

As you know, the Rideau Canal stretches 202 km from Ottawa to Kingston. The section traversing the Township of Rideau Lakes is 65 km long. It consists of a series of lakes connected by locks with a over 320 km of shoreline (not including islands) within the Township. These waterfront areas - like those of many other Ontario rural municipalities – are experiencing very significant development pressures. Many waterfront properties are being converted to full-time housing, and previously undeveloped lots are receiving new homes.

At the same time, we understand that the ability of Parks Canada – which has sole responsibility for regulating “in water” Canal works (such as docks, boat houses, and the like) -- to set and enforce its own Regulations, remains severely outdated. Indeed, legislative authority remains within the Transport Canada portfolio, a vestige of the transfer of responsibility to Parks Canada in 1972. Practically speaking, the fines for undocumented docks, etc., remain very low by modern standards. Low fines likely do not serve as a real deterrent to excessive in water development, development which, over time, poses environmental risks to local ecosystems, and to the historic nature of the Canal itself. For example, the fine associated with a structure erected in or over the Canal without a permit is \$100. The fine for in-water works such as “filling” and “dredging” without a permit is only \$275 -- scarcely a meaningful deterrent in 2025! (For further information, please see the following link to Parks Canada regulations: <https://laws-lois.justice.gc.ca/eng/regulations/sor-96-313/page-7.html>)

Fortunately, the urgent need to update the legal foundations for Parks Canada to establish – and enforce – its own regulations for the health of the Rideau (and other) Canal(s) has already been recognized by yourself and by Parks Canada staff in the original Bill C-23, the “*Historic Places*

of Canada Act”, which was tabled in 2022, but died on Order Paper when Parliament was dissolved this past March.

We recognize that Parliament faces many competing priorities. The provisions in “Bill 23” that would have allowed Parks Canada to meet its responsibilities for the health of the Rideau Canal, given the developmental and environmental challenges of 2025, were most welcome, and long-overdue.

We respectfully ask, therefore, that your government re-table the key provisions of this legislation at the earliest opportunity in the new session of Parliament. Doing so would be a clear commitment to the health of the Rideau Canal, and to the vital roles played by Parks Canada and its staff.

Thank you for your attention to this important matter.

Yours sincerely,

Mayor Arie Hoogenboom
Township of Rideau Lakes

c.c.:

Mr. Michael Barrett, MP

Steve Clark, MPP

Parks Canada: Mr. Ron Hallman (CEO) and David Britton (Director Ontario Waterways)



Rideau Lakes

TOWNSHIP OF RIDEAU LAKES Planning Advisory and Committee of Adjustment

RESOLUTION 108-2025

Title: Road Closure and Encroachment Application: RC-3-2023 KAPSA

Date: Wednesday, August 27, 2025

Moved by Arie Hoogenboom

Seconded by Ron Pollard

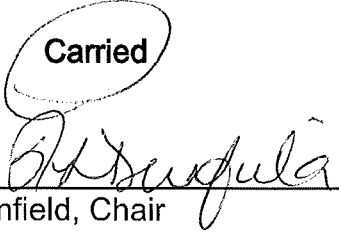
That the Planning Advisory & Committee of Adjustment recommend to the Council of the Corporation of the Township of Rideau Lakes that Road Closure Request RC-3-2023 to close and convey Segments 2 through 5 on the submitted drawing be approved subject to:

1. The applicants understanding and acknowledgement that Segment 1 remains as an unopened Township road allowance in the public domain, and that no alterations or maintenance are permitted without prior written approval from the Township. This includes but is not limited to: snow plowing, fill placement/removal, tree cutting, etc.
2. That the purchase price be \$0.21 per square foot.

Carried

Defeated

Defeated


Sue Dunfield, Chair

Regular Council Meeting – September 2, 2025

Agenda Item #9.4

Proposed Motion: Councillor P. Banks: Motion to Reverse Mayoral Decision MD-2025-05-a

Moved By: Councillor P. Banks

Seconded By: _____

WHEREAS the Mayor's veto of Motion PW Rec 154-2025 misrepresents the intent of the motion, which only directed staff to gather options, costings, and public input before any office site decision;

AND WHEREAS Motion PW Rec 154-2025 ensures fiscal responsibility by requiring cost comparisons, peer review with Beckwith Township, and consistency with the Township's Asset Management Plan;

AND WHEREAS repeated vetoes obstruct Council and residents from obtaining the information needed for transparent and responsible decision-making;

NOW THEREFORE, be it resolved that:

1. Council rejects Mayoral Decision MD-2025-05-a as it pertains to Motion PW Rec 154-2025;
2. Council reaffirms Motion PW Rec 154-2025 in full, directing staff to proceed with public consultation, costed options, and peer review;
3. Council affirms that these steps are consistent with provincial priorities and necessary for Rideau Lakes to meet housing, infrastructure, and growth objectives.

Councillor P. Banks - Rebuttal to Mayoral Decision MD-2025-05-a

Mayoral Decision MD-2025-05-a

1. Housing Supply Acceleration

The assertion that this motion does not support housing supply acceleration rests on a categorically false premise. First, Chantry has not been selected as a site. The motion specifically directs staff to advance multiple options, hold public consultations, and provide costed comparisons before Council makes any decision. To claim that ***“this facility in Chantry”*** will not contribute to housing approvals misrepresents what is actually before Council.

Second, the idea that administrative infrastructure is unrelated to housing is shortsighted. A municipality cannot accelerate approvals or deliver servicing without a functional headquarters where planning, engineering, and permitting staff can operate effectively. The current Chantry office is deteriorating, inaccessible, and inadequate, which directly impairs the Township’s capacity to process housing applications, manage growth, and coordinate the infrastructure that enables residential development.

Third, the motion itself embeds safeguards against waste by requiring side-by-side cost comparisons, peer review with Beckwith Township, and alignment with the Township’s Asset Management Plan. These measures ensure fiscal discipline so that resources remain available for roads, utilities, and servicing, the very infrastructure that supports housing growth. Suggesting that this process ***“diverts attention”*** ignores the motion’s explicit commitment to transparency, accountability, and long-term financial responsibility.

In short, rather than undermining the provincial housing mandate, the motion strengthens the Township’s ability to deliver it by ensuring the organizational, financial, and operational capacity needed to accelerate housing approvals and growth management.

2. Infrastructure That Supports Housing

The veto argues that the motion ***“lacks analysis”*** of road access, transit corridors, and growth-area alignment. Respectfully, this objection is premature. Such analysis cannot be completed until a site is selected. The very purpose of the motion is to **seek public input to help determine that site**. To demand pre-analysis before consultation reverses the normal, transparent process of municipal planning.

The veto frames the motion as “contrary” to O. Reg. 580/22, yet nothing in that regulation prohibits municipalities from responsibly planning their administrative capacity. In fact, efficient municipal administration is a prerequisite to processing housing applications, managing growth, and coordinating infrastructure approvals. A decaying municipal office is, in reality, a barrier to

achieving housing outcomes. Letting it further decay with no plans or funding to fix it is irresponsible.

It must also be noted that Council did have a preferred direction previously, and the mayor opposed it. That is why Council is now going to the public. To veto consultation after opposing the earlier preferred option because it lacked consultation is confusing.

3. Resource Allocation and Strategic Focus

The mayor contends that pursuing two design paths to the 90% stage is inefficient, yet he brought that same motion to council prior, asking us to support him on that very motion. However, this structure was deliberately chosen to ensure a **fair and transparent side-by-side comparison** between renovating Chantry and constructing a new office elsewhere. Without equally advanced costing and design, Council and the public would be asked to decide on incomplete information. That approach would be less fiscally responsible, not more.

The mayor's veto raises the specter of competing infrastructure priorities but does not identify a single housing-supportive project currently being advanced by staff that would be displaced by this motion. In contrast, Rideau Lakes' current municipal office is in escalating disrepair, affecting both staff capacity and public accessibility. To delay site selection and consultation on the grounds of hypothetical future projects is neither strategic nor responsible.

4. Mischaracterization of Motion PW Rec 154-2025

The mayor's reasons for veto repeatedly assume that Chantry is the selected site when, in fact, the motion expressly calls for public feedback, professional peer comparison with Beckwith Township's experience, and a transparent financial plan before any final decision. The veto thus rejects a process designed to inform decision-making, not to predetermine it.

5. Withholding Information and Strong Mayor Powers

This veto, like the two before it, is not simply a policy disagreement. It is an attempt to block Council, staff, and the public from obtaining the information they require to make an educated decision about the Township's future office infrastructure. Public consultation, side-by-side costing, and professional peer comparison are not outcomes in themselves, they are tools to allow Council and the community to evaluate options responsibly. By repeatedly vetoing the very process that would generate this information, the mayor is using strong mayor powers not to advance provincial priorities, but to prevent informed decision-making.

The *Municipal Act, 2001* — specifically the strong mayor provisions in s.284.16 and related sections, makes clear that these powers are to be exercised to advance prescribed provincial priorities. Nothing in the Act authorizes the head of council to use these powers to block access to information, obstruct Council's deliberations, or prevent staff from carrying out the preparatory work necessary for Council to fulfill its statutory duties. To do so undermines not only the intent of the strong mayor framework, but also the principles of transparency and good governance that underpin municipal decision-making in Ontario.

Conclusion

The mayor's decision mischaracterizes the intent of Motion PW Rec 154-2025 and applies standards inconsistently. Far from interfering with provincial housing priorities, the motion strengthens the Township's administrative foundation so that staff can better deliver on housing, infrastructure, and growth objectives.

For the **third time**, this veto delays urgently needed attention to Rideau Lakes' failing municipal office infrastructure. Council should not allow procedural obstruction, or the misuse of strong mayor powers, amplified by misleading statements, to prevent the Township from responsibly planning for both its governance capacity and its future growth.



TOWNSHIP OF RIDEAU LAKES

Regular Meeting of Council

Minutes

August 5, 2025, 6:00 p.m.

Municipal Office, Chantry

Members Present: Mayor Arie Hoogenboom, Deputy Mayor Deborah Anne Hutchings, Councillor Jeff Banks, Councillor Paula Banks, Councillor Dustin Bulloch, Councillor Linda Carr, Councillor Sue Dunfield, Councillor Ron Pollard (late)

Members Absent: Councillor Marcia Maxwell

Staff Present: Shellee Fournier, CAO, Mary Ellen Truelove, Clerk, Gene Richardson, Fire Chief/CEMC, Thomas Fehr, Manager of Development Services (virtual)

CALL TO ORDER

Mayor Hoogenboom called the Meeting to order at 6:00 p.m. and advised that a Fire Ban is in effect which should be respected. We also had a couple of great Fairs over the last couple of weeks that were well attended.

LAND ACKNOWLEDGEMENT STATEMENT

The Township of Rideau Lakes acknowledges that we live and work and are meeting on ancestral territories of indigenous people. We do so respecting both the land and the Indigenous peoples and honor their past, present and future. The Township values and respects their cultural heritage and relationship to the land.

ROLL CALL

Members of the public in attendance who signed in: John Fenik

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EMERGENCY ADDITIONS/AMENDMENTS TO AGENDA

Mayor Hoogenboom asked if there were any emergency additions or amendments to the Agenda and the following were requested:

Councillor Dunfield: Request to add the Picnic Held in Portland on Monday under Business Arising Agenda #9.3.

Councillor P. Banks: Request to move Notice of Motions 14.1, 14.2 and 14.3 under New Business as items #13.3, 13.4 and 13.5.

Councillor P. Banks: Request to add a Notice of Non-Confidence in the Mayor under New Business Agenda item 13.6.

RESOLUTION 176-2025

Moved by Councillor P. Banks
Seconded by Councillor Dunfield

Be it resolved that the Procedural By-Law be set aside to add an item under Business Arising 9.3 (Picnic in Portland), to move Notice of Motion Agenda Items 14.1 through 14.3 under New Business, and add a Motion under New Business 13.6 (Non Confidence in Mayor).

Carried

ADOPTION OF AGENDA

RESOLUTION 177-2025

Moved by Councillor Bulloch
Seconded by Councillor J. Banks

Be it resolved, that the Agenda be approved and adopted as amended.

Carried

DECLARATION OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

Mayor Hoogenboom asked if any Council Member had a Pecuniary Interest in any Item on the Agenda and if so, the Nature of that Interest and the following was declared:

Arie Hoogenboom, do declare a direct pecuniary interest in accordance with the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50 and a conflict of interest, non-pecuniary in nature, related to any other matter including matters under the Township of Rideau Lakes Code of Conduct in regards to items 18.2, 18.8 & 18.9 namely the July 14, 2025 MSC Minutes and Closed Matters under Section 239(2)(e)&(f) on the Regular Council Meeting Agenda dated August 5, 2025. The declared interest is of the following general nature: Legal action against the mayor.

DELEGATIONS: None

STAFF REPORTS

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Gene Richardson, Fire Chief/Manager of Community Protection: Replacement Fire Vehicle Award of Contract

Gene Richardson, Fire Chief/Manager of Community Protection, provided a verbal and written report to Council regarding Replacement Fire Vehicle Award of Contract under Report FIRE-2025-18.

RESOLUTION 178-2025

Moved by Councillor J. Banks
Seconded by Deputy Mayor Hutchings

Be it resolved that Council pass a by-law authorizing the Mayor and Clerk to sign an agreement with Mike Fair Chevrolet Buick GMC Cadillac Ltd. for the purchase of a 2025 Crew Cab 4X4 Truck in the amount of \$50,227.00 (plus the Township's portion of the HST) and the applicable licensing fee, as presented in Council Report Fire 2025-18.

Carried

Tom Fehr, Manager of Development Services: Freeland Road/Road Allowance – Concession 1, Lots 26 to 28, Bastard Township

Tom Fehr, Manager of Development Service provided a verbal and written report to Council regarding Freeland Road/Road Allowance - Concession 1, Lots 26 to 28, Bastard Township under Report DS-2025-21.

RESOLUTION 179-2025

Moved by Councillor Dunfield
Seconded by Councillor Bulloch

Be it resolved that, Council pass a By-Law to authorize the Mayor and Clerk to sign a purchase and sale agreement for \$1 to accept the lands being offered by the owner of 3828 Big Rideau Lake Road, as presented in Council Report DS-2025-21.

Carried

BUSINESS ARISING

MHAC Rec #2025-30 - Statement to be Included on the 2026 Rideau Lakes Road Map

Councillor Ron Pollard (late) joined the meeting at 6:17 pm.

RESOLUTION 180-2025

Moved by Councillor Dunfield
Seconded by Councillor Bulloch

WHEREAS at the Municipal Heritage Advisory Committee (MHAC) Meeting held July 17, 2025 Recommendation #2025-30 was passed recommending to Council that the following statement be included in the 2026 Rideau Lakes Road map:

"Early History of Rideau Lakes Archeological evidence shows that Indigenous peoples

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have continuously lived in the Rideau lakes area for at least 9,000 years. Indigenous artifacts have been found around all of the lakes in this area."

NOW THEREFORE be it resolved, that the Council of The Corporation of the Township of Rideau Lakes hereby recommends that MHAC Rec #2025-30 be referred to the Economic Development Committee for discussion.

Carried

Councillor Dunfield: Portland Picnic

Councillor Dunfield updated Council on the Picnic that Portland held in Hanna Park yesterday noting that MPP Clark, Councillors Dunfield, Carr, J. Banks and P. Banks attended along with 120+ people. Councillor Dunfield provided thanks to staff Leila and John and the Portland and Area CEC volunteers.

MINUTES

The following minutes were read as distributed to Council. Mayor Hoogenboom asked for any errors, omissions or questions and none were noted.

- Regular Council Meeting: July 7, 2025
- Municipal Services Committee (Combined) Meeting: July 14, 2025
- Economic Development Committee Meeting: July 7, 2025
- Municipal Heritage Advisory Committee Meeting: July 17, 2025
- Planning Advisory and Committee of Adjustment Meetings: July 9 & July 23, 2025
- Rideau Lakes Lake Association Committee Meeting: June 18, 2025
- Cataraqui Region Conservation Authority Meeting: February 26, March 26, April 30 & May 28, 2025
- Rideau Valley Conservation Authority Meeting: May 22, 2025

RESOLUTION 181-2025

Moved by Councillor Pollard
Seconded by Councillor J. Banks

Be it resolved, that the Corporation of the Township of Rideau Lakes Approves and adopts the Minutes of the Regular Council Meeting held July 7, 2025.

Carried

RESOLUTION 182-2025

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Moved by Councillor P. Banks
Seconded by Deputy Mayor Hutchings

Be it resolved, that the Corporation of the Township of Rideau Lakes Approves the Minutes and Adopts all Recommendations contained within the Minutes, unless otherwise dealt with, of the:

- Municipal Services Committee (Combined) Meeting: July 14, 2025
- Economic Development Committee Meeting: July 7, 2025
- Municipal Heritage Advisory Committee Meeting: July 17, 2025
- Planning Advisory and Committee of Adjustment Meetings: July 9 & July 23, 2025
- Rideau Lakes Lake Association Committee Meeting: June 18, 2025

AND FURTHER that Council Acknowledges the Minutes of the:

- Cataraqui Region Conservation Authority Meetings: February 26, March 26, April 30 & May 28, 2025
- Rideau Valley Conservation Authority Meeting: May 22, 2025

Carried

BY-LAWS

RESOLUTION 183-2025

Moved by Councillor Dunfield
Seconded by Councillor Pollard

Be it resolved, that the following By-Laws be taken as read a first and second time the short way this 5th day of August, 2025:

- By-Law 2025-95: Agreement - Village of Westport - Enforcement of Ontario Building Code-Residential Tenancies Act
- By-Law 2025-96: Contract - Rush Truck Centre - purchase 2026 International Tandem Plow Truck
- By-Law 2025-97: Contract - Whitekker Environmental Services - Water Testing
- By-Law 2025-98: Contract - Commercial Fire Trucks Contract - 2026 Pumper
- By-Law 2025-99: Amend By-Law 2019-23 - Establish Community Enhancement Committees (Senior Group Financials)
- By-Law 2025-100: Amend By-Law 2024-124 - Amend Human Resources Policy

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- By-Law 2025-101: Amend By-Law 2025-15 - Council and Staff Relationship Policy (Strong Mayor Powers)
- By-Law 2025-102: Contract - Mike Fair Chevrolet Buick GMC Cadillac Ltd - 2025 Chevrolet Silverado 1500 4WD Crew Cab truck
- By-Law 2025-103: ZBA-9-2025 John & Kathryn Looby, 79 Otter Lake Rd, SE
- By-Law 2025-104: Purchase and Sale Agreement - Freeland Road / Road Allowance

Carried

RESOLUTION 184-2025

Moved by Councillor Bulloch
Seconded by Deputy Mayor Hutchings

Be it resolved that By-Laws 2025-95, 2025-96, 2025-97, 2025-98, 2025-99, 2025-100, 2025-101, 2025-102, 2025-103 and 2025-104 be taken as read a third time and finally passed this 5th day of August, 2025.

Carried

CORRESPONDENCE FOR ACTION/INFORMATION: None

NEW BUSINESS

Proposed Motion: Councillor Dunfield - Recreation Agreements

RESOLUTION 185-2025

Moved by Councillor Dunfield
Seconded by Deputy Mayor Hutchings

WHEREAS The Corporation of the Township of Rideau Lakes has recreation agreements with the Township of Athens, the Village of Westport and the Town of Smiths Falls;

AND WHEREAS these recreation agreements allow residents of Rideau Lakes to use the recreational facilities in Athens, Westport and Smiths Falls at the same registration fee as their respective taxpayers;

AND WHEREAS it has been quite some time that these recreation agreements have been reviewed;

NOW THEREFORE be it resolved that the Council of the Corporation of the Township of Rideau Lakes requests that the Township of Athens, the Village of Westport and the Town of Smiths Falls provide to the Corporation of the Township of Rideau Lakes the registration numbers of Rideau Lakes residents that were registered in all programs that used their respective facilities during 2024;

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AND FURTHER THAT these numbers be provided to the Corporation of the Township of Rideau Lakes by September 30, 2025 in time for 2026 budget deliberations.

Carried

Appointment of Councillor Bulloch to Committees

RESOLUTION 186-2025

Moved by Councillor P. Banks
Seconded by Councillor Pollard

Be it resolved that the Council of The Corporation of the Township of Rideau Lakes hereby appoints Councillor Dustin Bulloch to the following Committees:

- Cataraqui Region Conservation Authority
- Friends of the Cataraqui Trail
- Planning Advisory and Committee of Adjustment
- Morton and Area Community Enhancement Committee

AND FURTHER that Councillor Carr be removed as an appointed Council member of same.

Carried

Councillor P. Banks - Override of Mayor Veto re: Confirmatory By-Law 2025-94 (Chantry Office)

Mayor Hoogenboom advised he would not read this motion into the record and asked Deputy Mayor Hutchings to take over as Chair for this item.

RESOLUTION 187-2025

Moved by Councillor P. Banks
Seconded by Councillor J. Banks

WHEREAS Section 284.11 of the Municipal Act, 2001 permits the Head of Council to veto a By-Law only if it interferes with a prescribed provincial priority;

AND WHEREAS By-Law Number 2025-94 does not interfere with any provincial priority, but instead ensures that Council and staff of the Township of Rideau Lakes receive critical information, for which taxpayers have already paid \$138,000 to support responsible, transparent, and evidence-based decision-making;

AND WHEREAS Section 224 of the Municipal Act, 2001 defines Council's core responsibilities, including to represent the public and consider the well-being of the municipality (224[a]), and to ensure accountability and transparency of municipal operations (224[d.1]);

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AND WHEREAS Section 225(c.1) requires the mayor, as Head of Council, to provide information and recommendations to council in support of its responsibilities under Section 224, and the failure to do so undermines these obligations;

AND WHEREAS the mayoral veto in this case is being used to withhold information from council and the public, obstructing transparency, impeding council's ability to govern responsibly, and violating possibly both the letter and the spirit of Sections 224 and 225 of the Municipal Act;

AND WHEREAS any member of Council who supports this veto is, by extension, may be in breach of their legal obligations under Section 224, by failing to represent the public interest and support transparent governance;

NOW THEREFORE be it resolved that the Council of the Township of Rideau Lakes hereby overrides the mayoral veto of By-Law Number 2025-94 pursuant to Section 284.11(8) of the Municipal Act, 2001;

AND FURTHER that By-Law Number 2025-94 shall be deemed passed;

AND FURTHER that this resolution be forwarded to the Ministry of Municipal Affairs and Housing, the Ontario Ombudsman, and the Information and Privacy Commissioner of Ontario for formal review and to reaffirm that Section 284.11 is not to be used to obstruct lawful council oversight or public accountability.

For (5): Deputy Mayor Hutchings, Councillor J. Banks, Councillor P. Banks, Councillor Carr, and Councillor Dunfield

Against (3): Mayor Hoogenboom, Councillor Bulloch, and Councillor Pollard

Voter Type: Majority (Present), Recorded

Carried (5 to 3)

(did not meet required 2/3 majority in favour)

Councillor P. Banks - Request for Information to Support Submission on Bill 9 – Integrity Commissioner Framework

RESOLUTION 188-2025

Moved by Councillor P. Banks
Seconded by Councillor Carr

WHEREAS the Township of Rideau Lakes is preparing a submission to the Standing Committee on Heritage, Infrastructure and Cultural Policy regarding Bill 9, the Municipal Accountability Act, 2025;

AND WHEREAS the Township has experienced 17 Integrity Commissioner (IC) complaints, raising concerns about the current framework and the need for reform;

NOW THEREFORE be it resolved that Council direct staff to provide a detailed breakdown of the costs incurred for each of the 17 IC investigations by August 9th;

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AND FURTHER that Councillor Paula Banks prepare a summary of each complaint, including the date, general nature, outcome, and duration, along with commentary supporting the Township's call for legislative reform and independent oversight;

AND FURTHER that the completed report be submitted to the August 11, 2025, MSC meeting for Council review prior to submission to the Standing Committee by the August 18th deadline.

For (5): Deputy Mayor Hutchings, Councillor J. Banks, Councillor P. Banks, Councillor Carr, and Councillor Dunfield

Against (3): Mayor Hoogenboom, Councillor Bulloch, and Councillor Pollard

Voter Type: Majority (Present), Recorded

Carried (5 to 3)

Councillor P. Banks - V.O.I.C.E. Coalition - Request for Support and Endorsement

RESOLUTION 189-2025

Moved by Councillor P. Banks

Seconded by Councillor J. Banks

WHEREAS Strong Mayor Powers have been extended to 216 Ontario municipalities, with more expected by fall 2025;

AND WHEREAS over 130 municipalities have formally opposed these powers due to concerns over democratic accountability and local governance;

AND WHEREAS the V.O.I.C.E. coalition is hosting an open advocacy session at the 2025 AMO Conference on Monday, August 18, from 1:00–3:00 p.m. at Joey Rideau in Ottawa;

NOW THEREFORE be it resolved, that the Township of Rideau Lakes endorses and supports this V.O.I.C.E. event and encourages all Ontario municipalities to attend;

AND FURTHER that the attached invitation be sent along with this resolution to all 444 Ontario municipalities, the Association of Municipalities of Ontario (AMO), and the Minister of Municipal Affairs and Housing.

Carried

Councillor P. Banks: Vote of Non-Confidence in Mayor

Mayor Hoogenboom advised he would not read this motion into the record and asked Deputy Mayor Hutchings to take over as Chair for this item.

RESOLUTION 190-2025

Moved by Councillor P. Banks
Seconded by Councillor J. Banks

WHEREAS Mayoral Decision MD-2025-02-a, issued on July 18, 2025, contains multiple misstatements and unsubstantiated claims used to justify the veto of By-Law Number 2025-94;

AND WHEREAS the Mayor falsely claimed that Council had not properly considered the offer of a 5-acre parcel of land in Elgin, despite it being discussed in both open and closed sessions, with the mayor present and fully aware;

AND WHEREAS the Mayor continues to promote a misleading narrative about this property, presenting it as the only viable option while downplaying or withholding important information, including shifting conditions around the offer, such as the estimated cost of an MTO-approved entrance off Highway 15 originally requested, and new demands shared only with Council, all of which should now be made public and included in future public meetings;

AND WHEREAS the Mayor previously, in Mayoral Decision MD-2025-01-a, containing some of the same inadequate reasoning, falsely claimed support from MPP Steve Clark for his use of Strong Mayor Powers, an assertion later shown to be untrue;

AND WHEREAS the Mayor continues to cite the Township's debt load as justification for vetoes, despite clear and public legal advice from the Township's solicitor, Mr. Tony Fleming, that debt levels do not constitute valid grounds for a veto under Section 284.11 of the Municipal Act;

AND WHEREAS the Mayor has refused to provide specifics, documentation, or professional evaluations to support his repeated claim that the Chantry project tendering process is "flawed," despite ongoing requests for clarification from Council;

AND WHEREAS these vetoes are based on vague and unprovable assertions, rather than on alignment with prescribed provincial priorities, thereby undermining the intended use of Strong Mayor Powers;

AND WHEREAS the Mayor's veto has effectively only blocked Council and staff from accessing the actual costs associated with the Chantry municipal office renovation project, information that is fundamental to fulfilling Council's legal responsibilities under Section 224 of the Municipal Act, 2001, including:

1. Ensuring accountability and transparency in decision-making,
2. Maintaining the financial integrity of the municipality, and
3. Developing and evaluating the municipality's policies and programs, and

AND WHEREAS Council and staff cannot carry out these statutory duties without access to accurate and timely cost information;

AND WHEREAS the Mayor's ongoing obstruction of this information, under the guise of Strong Mayor Powers, constitutes not only a misuse of authority but also an

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unreasonable and unauthorized interference with Council's legislative role representing a clear breach of both the spirit and function of the Municipal Act, 2001;

AND WHEREAS Strong Mayor Powers were granted by the province for the purpose of advancing specific provincial priorities, particularly housing and infrastructure, and not for bypassing Council's oversight, misrepresenting facts, or withholding critical financial information necessary for transparent, responsible decision-making;

AND WHEREAS the cumulative pattern of misinformation, selective disclosure, unsupported vetoes, and interference with Council's access to vital information reflects a clear pattern of bad faith governance on the part of the Mayor, contrary to both the letter and intent of the Municipal Act and the democratic responsibilities of elected office;

NOW THEREFORE be it resolved that the Council of the Township of Rideau Lakes expresses a motion of non-confidence in the Mayor and formally calls for an immediate end to the misuse of Strong Mayor Powers.

For (5): Deputy Mayor Hutchings, Councillor J. Banks, Councillor P. Banks, Councillor Carr, and Councillor Dunfield

Against (3): Mayor Hoogenboom, Councillor Bulloch, and Councillor Pollard

Voter Type: Majority (Present), Recorded

Carried (5 to 3)

NOTICE OF MOTION

Through a previous resolution to amend the agenda, the following Notice of Motions were moved up in the agenda under New Business:

14.1 Councillor P. Banks - Override of Mayor Veto re: Confirmatory By-Law 2025-94 (Chantry Office)

14.2 Councillor P. Banks - Request for Information to Support Submission on Bill 9 – Integrity Commissioner Framework

14.3 Councillor P. Banks - V.O.I.C.E. Coalition - Request for Support and Endorsement

MAYOR'S UPDATE

- July 24: I attended in Brockville the Regular County Council Meeting where we received our 2024 audit which had no recommendations for improvement. Later that evening I attended and helped open the Delta Fair. Congratulations to Liz Priebe, the Delta Citizen of the Year.

- July 26th: I attended and spoke at two lake association AGM's. First at Otter Lake where I was the guest speaker and spoke on the importance of tourism in our area. that afternoon I attended the Wolfe Lake AGM.

- July 27th: I participated in the Delta Fair parade.

- July 28th: I accepted an invitation from the president of the Wolfe Lake Association to tour Wolfe Lake.

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- August 1st: I helped open the Lombardy Fair and commended the many volunteers who make our rural fairs a great family event.

Shellee Fournier, CAO left the meeting at 8:08 pm.

QUESTIONS FROM THE MEDIA REGARDING AGENDA ITEMS

Mayor Hoogenboom asked if any questions had been received from the Media and the Clerk advised no questions had been submitted via email.

John Fenik asked questions regarding the budget (legal fees), the Override of the Mayoral Veto, and the motion regarding a report on IC Reports.

Shellee Fournier, CAO joined the meeting at 8:11 pm.

QUESTIONS FROM THE PUBLIC REGARDING AGENDA ITEMS

Mayor Hoogenboom asked if any questions had been submitted by the Public regarding Agenda Items and the Clerk advised the following was received:

Dan Berty as Spokesperson for RL Grassroots: Archives at Chantry Office if renovations take place.

No members of the Public were in attendance at this meeting.

CLOSED MEETING - As per Section 239(2) of the Municipal Act

RESOLUTION 191-2025

Moved by Councillor Carr

Seconded by Councillor Dunfield

Be it resolved that the Council of The Corporation of the Township of Rideau Lakes closes Meeting at 8:24 p.m. to discuss matters as per Section 239(2) of the *Municipal Act*:

- Regular Council Closed Meeting Minutes: July 7, 2025;
- Municipal Services Committee (PW) Closed Meeting Minutes: July 14, 2025;
- Economic Development Committee Closed Meeting Minutes: July 7, 2025;
- One item under Section 239(2)(b) Personal matters about an identifiable individual, including Municipal or local board employee
- Two items under Section 239(2)(c) A proposed or pending acquisition or disposition of land by the Municipality or local board;
- Two items under Section 239(2)(e) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and
- Two items under Section 239(2)(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Carried

REPORT REGARDING CLOSED MEETING

Mayor Hoogenboom left the meeting during closed session.

RESOLUTION 192-2025

Moved by Councillor J. Banks
Seconded by Councillor Pollard

Be it resolved, that By-Law 2025-105, being a By-Law to authorize the Mayor and Clerk to sign a Bill of Sale and General Conveyance regarding the Mavety Boathouse on a Road Allowance located in the Village of Newboro, be taken as read a first and second time, the short way, this 5th day of August, 2025.

Carried

RESOLUTION 193-2025

Moved by Councillor Carr
Seconded by Councillor Dunfield

Be it resolved, that By-Law 2025-105, be taken as read a third time and finally passed this 5th day of August, 2025.

Carried

BY-LAW #2025-106: Govern Proceedings of Council: August 5, 2025

RESOLUTION 194-2025

Moved by Councillor J. Banks
Seconded by Councillor Pollard

Be it resolved that By-Law Number 2025-106 being a By-Law to Govern the Proceedings of the Council of The Corporation of the Township of Rideau Lakes at its Meeting held August 5, 2025 be taken as read a first, second and third time this 5th day of August 2025.

Carried

ADJOURNMENT

Deputy Mayor Hutchings declared the meeting adjourned at 9:50 p.m.

Arie Hoogenboom, Mayor

Mary Ellen Truelove, Clerk



Municipal Services Committee
(Public Works/Planning/Community & Leisure Services)
Minutes

August 11, 2025, 10:00 a.m.
Municipal Office, Chantry

Members Present: Mayor Arie Hoogenboom, Deputy Mayor Deborah Anne Hutchings, Councillor Jeff Banks, Councillor Paula Banks, Councillor Dustin Bulloch, Councillor Linda Carr, Councillor Sue Dunfield (virtual), Councillor Marcia Maxwell, Councillor Ron Pollard

Staff Present: Shellee Fournier, CAO, Mary Ellen Truelove, Clerk, Dan Chant, Manager of Roads and Drainage, Ben Rothwell, Works and Facilities Coordinator, Steve Holmes, Manager of Facilities and Parks, Dave Schur, Acting Treasurer, Marie White, Economic Development and Cultural Heritage Coordinator, Leila Stafford, Recreation and Volunteer Coordinator

CALL TO ORDER

Mayor Hoogenboom called the Meeting to order at 10:00 a.m.

Mayor Hoogenboom welcomed the members of public and staff and asked that Councillor J. Banks and Councillor Bulloch exchange positions at the table which is under his authority as the Mayor in the Procedural By-Law Section 10.3.

The following motion was brought forward:

RECOMMENDATION 157-2025

Moved by Councillor P. Banks
Seconded by Councillor J. Banks

Be it resolved that Section 10.3 of the Procedural By-Law be set aside for the Mayor to not be selecting the order of seating at the Council table.

For (5): Deputy Mayor D. Hutchings, Councillor J. Banks, Councillor P. Banks, Councillor Carr, and Councillor Dunfield

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Against (4): Mayor Hoogenboom, Councillor Bulloch, Councillor Maxwell, and Councillor Pollard

Voter Type: Majority (Present), Recorded

Carried (5 to 4)

ROLL CALL

Members of the public in attendance who signed in: Nora Brown, Joan Delaney

EMERGENCY ADDITIONS/AMENDMENTS TO AGENDA

Mayor Hoogenboom asked if there were any emergency additions to the Agenda and the following was added:

Councillor Hutchings: Requested a letter be added to the Closed Agenda under 19.3b under Section 239 (2)(b) of the Municipal Act.

ADOPTION OF AGENDA

RECOMMENDATION 158-2025

Moved by Councillor Maxwell
Seconded by Councillor Dunfield

Be it resolved, that the Agenda be approved and adopted as amended.

Carried

DECLARATION OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

Mayor Hoogenboom asked if any Council Member had a Pecuniary Interest in any Item on the Agenda and if so, the Nature of that Interest and the following was declared:

I, Arie Hoogenboom, do declare a direct pecuniary interest in accordance with the Municipal Conflict of Interest Act, R.S.O. 1990, c. M.50 in regards to item 19.4, namely Section 239(2)(f) on the Closed Meeting Agenda dated August 11, 2025. The declared interest is of the following general nature: Legal action being considered by Council against the Mayor.

DELEGATIONS: None

PUBLIC WORKS - ROADS: Dan Chant, Manager of Roads and Drainage

Dan Chant, Manager of Roads and Drainage, provided verbal and written Reports to Committee regarding the following:

- Roads Progress
- MTO and Webber Land Lease Agreement

Roads Progress

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RECOMMENDATION 159-2025

Moved by Councillor J. Banks
Seconded by Deputy Mayor D. Hutchings

Be it resolved that the Municipal Services Committee recommends to Council that the Roads Progress Report be received, as presented in MSC report RDS-2025-23.

Carried

MTO and Webber Land Lease Agreement

RECOMMENDATION 160-2025

Moved by Councillor Dunfield
Seconded by Deputy Mayor D. Hutchings

Be it resolved that the Municipal Services Committee (MSC) recommends to Council that By-Laws be passed authorizing the Mayor and Clerk to sign the Land Lease Agreement with the Ministry of Transportation (MTO) and the License Agreement with MTO and Webber Infra Infrastructure Management Canada Limited for a 7-year term, as presented in MSC report RDS-2025-24.

Carried

PUBLIC WORKS - ENVIRONMENTAL SERVICES: Ben Rothwell, Works and Facilities Coordinator

Environmental Services Update

Ben Rothwell, Works and Facilities Coordinator, provided a verbal and written Environmental Services Update to Committee under report ENV-2025-13.

RECOMMENDATION 161-2025

Moved by Councillor Dunfield
Seconded by Councillor Bulloch

Be it resolved that the Municipal Services Committee (MSC) recommends that Council receives the Environmental Services Update for information purposes, as presented in MSC Report ENV-2025-13.

Carried

PUBLIC WORKS - MUNICIPAL PROPERTIES: Steve Holmes, Manager of Facilities and Parks

Steve Holmes, Manager of Facilities and Parks, provided verbal and written Reports to Committee regarding the following:

- Municipal Properties Update

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- Entrance Parking Lot Lights - Ronald E. Holman Complex

Municipal Properties Update

RECOMMENDATION 162-2025

Moved by Councillor J. Banks

Seconded by Councillor Carr

Be it resolved that the Municipal Services Committee (MSC) recommends to Council that the Municipal Properties Update Report for August 11, 2025, be received for information, as presented in MSC report FAC-2025-30.

Carried

Entrance Parking Lot Lights - Ronald E. Holman Complex

RECOMMENDATION 163-2025

Moved by Deputy Mayor D. Hutchings

Seconded by Councillor Bulloch

Be it resolved that the Municipal Services Committee (MSC) recommends to Council that it receives the estimates for proposed entrance lights at the Ronald E. Holman Complex and defers the project to the 2026 budget, as presented in MSC Report FAC-2025-31.

Carried

FINANCE: Dave Schur, Acting Treasurer

Dave Schur, Acting Treasurer, provided verbal and written Reports to Committee regarding the following:

- Capital Project Status
- YTD Summary - July
- Debenture Options - Hall/Library

Capital and Operating Project Year-to-Date Summary

RECOMMENDATION 164-2025

Moved by Councillor J. Banks

Seconded by Councillor Pollard

Be it resolved that the Municipal Services Committee recommends to Council that the Capital and Operating Projects Year-to-Date Summary be received for information, as presented in MSC report FIN-2025-13.

Carried

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YTD Summary - July

RECOMMENDATION 165-2025

Moved by Councillor Carr
Seconded by Councillor Dunfield

Be it resolved that the Municipal Services Committee recommends to Council that it receives the Treasury Year-to-Date summary for July 2025 for information purposes, as presented in MSC report FIN-2025-14.

Carried

Debenture Options - Hall/Library

RECOMMENDATION 166-2025

Moved by Councillor Pollard
Seconded by Councillor J. Banks

Be it resolved that the Municipal Services Committee (MSC) recommends to Council that staff be directed to proceed with Option #3 (5-year Term, 20-year Amortization at 4.18%, Total Payments of \$3,072,611 and Interest of \$992,611) with regards to the Debenture for the Portland Hall/Library, as presented in MSC Report FIN-2025-15.

Carried

ADMINISTRATION - COMMUNITY ENHANCEMENT COMMITTEES

CEC Minutes

The following Community Enhancement Committee minutes were received and reviewed by Committee:

- Delta and Area CEC Meeting: July 30, 2025
- Elgin and Area CEC Meeting: July 15, 2025
- Newboro and Area CEC Meeting: July 8, 2025
- North Crosby and Area CEC Meeting: June 19, 2025
- Portland and Area CEC Meeting: July 16, 2025
- South Elmsley and Area CEC Meeting: July 10, 2025

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RECOMMENDATION 167-2025

Moved by Councillor Pollard
Seconded by Councillor Bulloch

Be it resolved, that the Municipal Services Committee Acknowledges the following Community Enhancement Committee minutes:

- Delta and Area CEC Meeting: July 30, 2025
- Elgin and Area CEC Meeting: July 15, 2025
- Newboro and Area CEC Meeting: July 8, 2025
- North Crosby and Area CEC Meeting: June 19, 2025
- Portland and Area CEC Meeting: July 16, 2025
- South Elmsley and Area CEC Meeting: July 10, 2025

Carried

Recommendations from CEC Minutes: None noted

ADMINISTRATION - REPORTS

Marie White, Economic Development and Cultural Heritage Coordinator: Chaffey's Lock Parking Lot to Cataraqui Trail

Marie White, Economic Development and Cultural Heritage Coordinator, provided a verbal and written report to Committee regarding Chaffey's Lock Parking Lot to Cataraqui Trail, under Report ADM-2025-10.

RECOMMENDATION 168-2025

Moved by Councillor J. Banks
Seconded by Councillor P. Banks

Be it resolved that the Municipal Services Committee (MSC) recommends to Council that Option A (to create a parking lot and footpath(s) for public access to Cataraqui Trail in Chaffeys Lock) be approved and that staff be directed to build the parking lot in 2025 and add footpath(s) in a phased approach as budget permits;

AND FURTHER that the parking lot and footpath(s) be added to the Township's Asset Management Plan, as presented in MSC Report ADM-2025-10.

Carried

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Leila Stafford, Recreation and Volunteer Coordinator: Recreation Update

Leila Stafford, Recreation and Volunteer Coordinator, provided a verbal and written Recreation Update to Committee under Report CLS-2025-20.

RECOMMENDATION 169-2025

Moved by Councillor Maxwell
Seconded by Councillor Bulloch

Be it resolved that the Municipal Services Committee (MSC) recommends to Council that the Recreation Update be received for information, and further that the newly established Recreation and Volunteer Committee be renamed the Parks and Recreation Committee, as presented in MSC report CLS-2025-20.

Carried

Shellee Fournier, CAO: Properties of Interest for Municipal Offices

Shellee Fournier, CAO, provided a verbal and written report to Committee regarding Properties of Interest for Municipal Offices, under report CAO-2025-13.

The following motion was brought forward:

RECOMMENDATION 170-2025

Moved by Councillor Carr
Seconded by Councillor Dunfield

Be it resolved that the Municipal Services Committee (MSC) receives the staff report on properties of interest for a new municipal office, and further:

1. Directs the CAO to hold two public meetings (1 in Elgin and 1 in Newboro) to obtain public feedback on both sites,
2. Directs the CAO to also ask residents during both meetings if they support the renovation/addition at the Chantry office, and
3. Directs the CAO to also ask residents during both meetings if they support the future use of Chantry as a Garage and Archives, as presented in MSC report CAO-2025-13.
4. AND that other suggested locations be solicited.

Carried

Moved by Councillor P. Banks
Seconded by Councillor J. Banks

Be it resolved that, in addition to the items set out in the original recommendation, Council directs that the following matters be addressed by staff during the two public

meetings (one in Elgin and one in Newboro) regarding the potential sites for a new municipal office:

1. Provide an assessment of the financial and practical realities associated with selling the Chantry property;
2. Present the estimated additional costs for preparing drawings for both a new municipal office and for retrofitting the Chantry building to function as a garage, storage facility, and public archive space, including the costs to make the facility fully accessible;
3. Clarify that, should a new municipal office be built, financing for both the new build and the retrofit of the Chantry facility shall be based on a five-year plan, in order to mitigate the ongoing deterioration of the Chantry building;
4. Ensure that Council is provided with and has the opportunity to review all presentation materials and supporting documentation in advance of the public meetings;
5. Display the new design for the Chantry facility and all financial information associated with Council's decisions to date, and confirm that the drawings are paid for and can be released for tender at the same time as the new build;
6. Make it clear that the mayor is only willing to build within a village.

The following amendment was brought forward:

RECOMMENDATION 171-2025

Moved by Councillor J. Banks
Seconded by Councillor P. Banks

Be it resolved that the main motion include #7 - Mr. Clark's offer discussed which comes with costs.

Carried

RECOMMENDATION 172-2025

Moved by Councillor P. Banks
Seconded by Councillor J. Banks

Be it resolved that, in addition to the items set out in the original recommendation, Council directs that the following matters be addressed by staff during the two public meetings (one in Elgin and one in Newboro) regarding the potential sites for a new municipal office:

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1. Provide an assessment of the financial and practical realities associated with selling the Chantry property;
2. Present the estimated additional costs for preparing drawings for both a new municipal office and for retrofitting the Chantry building to function as a garage, storage facility, and public archive space, including the costs to make the facility fully accessible;
3. Clarify that, should a new municipal office be built, financing for both the new build and the retrofit of the Chantry facility shall be based on a five-year plan, in order to mitigate the ongoing deterioration of the Chantry building;
4. Ensure that Council is provided with and has the opportunity to review all presentation materials and supporting documentation in advance of the public meetings;
5. Display the new design for the Chantry facility and all financial information associated with Council's decisions to date, and confirm that the drawings are paid for and can be released for tender at the same time as the new build;
6. Make it clear that the mayor is only willing to build within a village.
7. Mr. Clark's offer discussed which comes with costs.

For (6): Deputy Mayor D. Hutchings, Councillor J. Banks, Councillor P. Banks, Councillor Bulloch, Councillor Carr, and Councillor Dunfield

Against (3): Mayor Hoogenboom, Councillor Maxwell, and Councillor Pollard

Voter Type: Majority (Present), Recorded

Carried (6 to 3)

Shellee Fournier, CAO: Council Remuneration

Committee observed a break at 12:07 p.m. and reconvened at 12:22 p.m.

Shellee Fournier, CAO, provided a verbal and written report to Committee regarding Council Remuneration under report CAO-2025-14.

The following motion was brought forward:

Moved by Councillor Pollard

Seconded by Councillor Maxwell

Be it resolved that the Municipal Services Committee (MSC) recommends to Council that it approves Option #2 (base annual increase of the Council honorariums be increased to match the average of the survey and then increased annually by the previous year's Consumer Price Index (CPI)), with regards to the Council Remuneration

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for the 2026-2030 term of Council and further directs staff to bring back a by-law for review and consideration, as presented in MSC report CAO-2025-14.

RECOMMENDATION 173-2025

Moved by Councillor P. Banks
Seconded by Councillor Carr

Be it resolved that the main motion be deferred and brought back based on municipal eligible voter numbers between 10,000-12,000 for rural municipalities.

Carried

Shellee Fournier, CAO: Elgin Seniors Housing Board –End of Agreement Phasing Out Period

Shellee Fournier, CAO, provided a verbal and written report to Committee regarding Elgin Seniors Housing Board End of Agreement, under report CAO-2025-15.

The Mayor advised that staff requested that this item be deferred as the CAO received new information during the meeting.

CORRESPONDENCE FOR ACTION/INFORMATION

The following Correspondence was received and considered by Committee:

13.1 Wendy Alford, RLGG Spokesperson: Strong Mayor Powers

RECOMMENDATION 174-2025

Moved by Councillor Pollard
Seconded by Councillor Bulloch

Be it resolved, that the Municipal Services Committee receives and files Correspondence Item 13.1.

Carried

NEW BUSINESS:

Councillor P. Banks: Discussion regarding recent Mayoral Directions (MDS-2025-02) and Decisions (MD-2025-04 and MD-2025-05)

Discussion was held on the recent Mayoral Directions to Staff and Mayor Decisions.

NOTICE OF MOTIONS

As per the Procedural By-Law, Notice is being provided that the following will be discussed and debated at the next regular scheduled meeting:

Mayor Hoogenboom: Council Restructuring

WHEREAS in the interest of exploring governance models that may better serve the

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community's needs, I intend to move forward with an initiative to restructure council following the next municipal election;

NOW THEREFORE be it resolved that Council approves the undertaking of public consultations—one per ward—to gather input on structural options for future council composition, as alternatives to the current model.

The proposed options for consultation include:

1. A council consisting of 5 to 7 members, all elected at large.
2. A council consisting of 5 members, one elected from each ward, with a mayor elected at large.
3. A council consisting of 6 members, one elected from each ward, plus a mayor and deputy mayor elected at large.

AND FURTHER, that staff be directed to coordinate and promote ward-level public consultations and prepare a summary report of public feedback, as well as the average annual cost of a Council member, for Council's consideration ahead of any final decision or legislative change.

Councillor Dunfield: Year-Round Rentals, B&B's, VRBO's

WHEREAS in the Township of Rideau Lakes it has been identified there are private homes renting out rooms, adding full living quarters as additional rental units within an already built home, building new living accommodations on the same property and having multiple persons living at the same Canada Post recognized address but wanting to be recognized as independent;

NOW THEREFORE be it resolved that Township Staff be directed to investigate the number of year-round rental units in and /or on the same property and bring back a report to Council on how to regulate said rental units, excluding seasonal cottage rental properties. This would include , but not limited to, all VRBO's, Bed and Breakfasts, apartments, rented rooms, additional buildings used to accommodate persons year-round on the same property such as tiny homes, granny suites, etc.

Councillor Dunfield: Amend Council Remuneration: Committee of the Whole Reimbursement

WHEREAS beginning in September 2025 the Township of Rideau Lakes will be holding a Committee of the Whole meeting once a month replacing two previously scheduled Municipal Services Committee meetings;

AND WHEREAS Council has on average been in attendance for well over 3 hours at the previously held regular MSC meetings;

NOW THEREFORE be it resolved, that the Council Remuneration By-Law (2018-18), be amended to reflect that Council members be reimbursed for their time at the Committee of a Whole meeting similarly as if attending a conference which is \$100 for a 1/2 day (3 hours or less) and/or \$200 for a full day (more than 3hours);

AND FURTHER that if it is anticipated that the meeting will be more than 3 hours, that a light lunch be provided for Council members

AND FURTHER that this will come into effect beginning in September 2025.

MAYOR'S UPDATE

- August 6th: I chaired a very successful RLLAC Meeting in Portland where our Fire Department made a great presentation on cottage fire safety.

- August 9th: I attended the unveiling of a crain honoring Harvy McLean by the Professional Engineers of Ontario.

- August 10th: I joined the Roman Catholic Church in Lombardy to celebrate their 125th Anniversary along with our MPP & MP.

QUESTIONS FROM THE MEDIA REGARDING AGENDA ITEMS

Mayor Hoogenboom asked if any questions had been received from the Media and the Clerk advised no questions had been submitted via email.

No members of the media were in attendance at this meeting.

QUESTIONS FROM THE PUBLIC REGARDING AGENDA ITEMS

Mayor Hoogenboom asked if any questions had been submitted by the Public regarding Agenda Items and the Clerk advised no questions had been received via email.

Wendy Alford submitted a question regarding the estimated costing for a turning lane in Elgin quoted by Councillor P. Banks.

CLOSED MEETING - As per Section 239(2) of the Municipal Act

RECOMMENDATION 175-2025

Moved by Deputy Mayor D. Hutchings

Seconded by Councillor Bulloch

Be it resolved, that the Municipal Services Committee moves into closed session at 1:14 p.m. to discuss the following matters:

- One item under Section 239 (2)(a): The security of the property of the municipality or local board;
- Three items under Section 239 (2)(b): Personal matters about an identifiable individual including municipal or local board employees; and
- One item under Section 239(2)(f) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose

Carried

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REPORT REGARDING CLOSED MEETING

Mayor Hoogenboom and Councillor Bulloch, Maxwell and Pollard left the meeting during the closed session.

The following motion was brought forward from closed session.

RECOMMENDATION 176-2025

Moved by Councillor Carr

Seconded by Councillor Dunfield

Be it resolved that staff be directed to follow through on item 19.4 of the closed session to an upset limit of \$20,000.

ADJOURNMENT

Deputy Mayor Hutchings declared the meeting adjourned at 2:49 p.m.

Arie Hoogenboom, Chair

Mary Ellen Truelove, Clerk



ACCESSIBILITY ADVISORY COMMITTEE

**August 14, 2025, 4:30 p.m.
Municipal Office, Chantry**

Members Present: Lorie Truemner, Melissa Willis, Councillor Paula Banks

Members Absent: Kimberly Brown, Tammy Day

Staff Present: Mary Ellen Truelove, Clerk

CALL TO ORDER

Lorie Truemner called the meeting to order at 4:34 p.m.

ROLL CALL

ADOPTION OF AGENDA

The Chair called for any additions or amendments to the agenda and none were heard.

Moved by Melissa Willis

Seconded by Lorie Truemner

Be it resolved that the agenda be approved and adopted as presented.

Carried

DECLARATION OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

The Chair asked if any member had a declaration of pecuniary interest and if so the general nature thereof and none were heard.

DELEGATIONS: None

ADOPTION OF MINUTES: May 12, 2025

Committee received the May 12, 2025 Minutes for review and adoption. The Chair asked for any errors or omissions and none were noted.

RECOMMENDATION 04-2025

Moved by Councillor Paula Banks

Seconded by Melissa Willis

Be it resolved, that the Accessibility Advisory Committee approves and adopts the Minutes of the Committee meeting held May 12, 2025.

Carried

BUSINESS ARISING

2025 Accessibility Summit/Event (UCLG) Update

Mary Ellen Truelove, Clerk reviewed the correspondence and poster provided by the United Counties of Leeds and Grenville Accessibility Advisory Committee for their Building Accessibility event taking place on October 3, 2025. The County is inviting a representative from the Rideau Lakes Committee to participate as a featured speaker and provide updates on the Rideau Lakes' Committee's activities.

Councillor Paula Banks and Lorie Truemner (if virtual component), agreed to attend to present.

The Clerk will pull together items over the past 3 years to bring forward.

Mary Ellen Truelove, Clerk: Verbal Update - AODA Desk Audit Completed

Mary Ellen Truelove, Clerk provided an update to the Committee regarding the recent compliance audit and desk audit that was completed in June as per the AODA. The Clerk noted that information on upgrades to parks, trails, sidewalks, new builds, sidewalks and policies dating back to 2016 and photographs were required to be submitted.

Accessible Parking Spaces within the Municipality

Mary Ellen Truelove, Clerk reminded members that while they are out within the community to review for current and potential accessible parking spaces located within the Municipality (both on roads and on municipal properties).

The Clerk noted that if the Committee had any other items relating to accessibility to be brought forward to please advise.

The following was discussed:

- accessible doors at facilities are not always activated
- thresholds of buildings when walking, feet get caught

- placement of accessible buttons
- timing the accessible door stays open

The Clerk advised she will speak to the Manager of Facilities and Parks and ask questions on the above points.

Councillor Banks advised that it would be nice if Lower Beverley Lake Park could get an accessible play structure.

The Clerk advised that the Park Manager had sent an email advising that an accessible mat had been installed at the beach.

NEW BUSINESS

Mary Ellen Truelove, Clerk: Verbal Report on Ontario Enhancing Access to Spaces for Everyone (EASE) Grant

Mary Ellen Truelove, Clerk advised that staff informed the Municipal Services Committee of Council at their meeting of August 11th that they were applying for an Ontario Enhancing Access to Spaces for Everyone (EASE) Grant to upgrade a washroom at Kin Park to make it accessible. The funding awards up to \$60,000 and the application deadline was today. The EASE Grant funds projects that improve accessibility and support active lifestyles for people with disabilities and older adults.

The Accessibility Advisory Committee thanked staff for bringing this forward.

CORRESPONDENCE FOR ACTION/INFORMATION: None

NEXT MEETING

Next meeting will be held in November with the Clerk sending out potential dates for confirmation by Committee members.

ADJOURNMENT

Moved by Melissa Willis

Seconded by Councillor Paula Banks

Chair Truemner declared the meeting adjourned at 4:56 p.m.

Carried

Lorie Truemner, Chair

Mary Ellen Truelove, Secretary



TOWNSHIP OF RIDEAU LAKES
Municipal Heritage Advisory Committee
Minutes

Thursday, August 21, 2025, 9:30 a.m.
Municipal Office, Chantry

Members Present: Howard French, George German, Chair, Diane Haskins, Ted Stewart, Sue Warren, Councillor Paula Banks, Sabina Barrett

Members Absent: David Gwynne, Allison Smith

Staff Present: Marie White, Economic Development and Cultural Heritage Coordinator, Mary Ellen Truelove, Clerk

Call to Order

The Chair called the meeting to order at 9:30 a.m.

Roll Call

Regrets from Allison Smith and David Gwynne received.

Public members in attendance who signed in: Saoirse Carroll

Additions/Amendments to the Agenda

The Chair called for any additions or amendments to the agenda. None were heard.

Adoption of the Agenda

RECOMMENDATION MHAC 2025-32

Moved by Howard French
Seconded by Sue Warren

Be it resolved that the Municipal Heritage Advisory Committee (MHAC) adopt the agenda as presented.

Carried

Disclosure of Pecuniary Interest

The Chair called for disclosure of any pecuniary interests. None were declared.

Business Arising

Doors Open Rideau Lakes - Post Event Debrief: Rosanne Lake (For Information)

A very successful Doors Open Rideau Lakes event took place on August 16 and 17, 2025.

Attendance exceeded 3,000, welcoming people from all over the world. Rain on Sunday did not deter visitation. Mornings were better attended.

Promotion included media releases, website, brochures, itineraries, social media posters, editorial coverage (RTO9, Teachers on Call blog, Review Mirror, MyFM 88.1, online event and tourism calendars, Doors Open Ontario feature etc.)

The Doors Open Ontario website's dedicated page for Rideau Lakes received over 13,000 views, ranked number 22 among 3,000 pages. Top clicks were Old Stone Mill, Newboro Manor, McKinney House, and Wood mausoleum.

On the Experience Rideau Lakes Facebook there were 45 posts specific to the Doors Open event, reaching total views of over 164,000.

John Ronson took great photos posted on the Rideau Lakes Community Forum. The History and Genealogy forum was very complementary.

Highlights:

- The Wood Mausoleum featured a talk by Ted and Marion Outerbridge (illusionists)
- "Top 10 facts to know" handout was provided for St. Mary's Church in Newboro
- Documentary film viewing at the Old Town Hall in Delta.
- Colouring pages provided for the Red Brick School.
- A heritage walking tour of Elgin included two churches was scripted and delivered
- Mug shot at the Newboro "Jail"
- Heritage quilts from the 1800s displayed in Old Stone Mill
- Philipsville Baptist Church (now residence) restoration was exceptional (Historical Notes: It came close to demolition, Council did not de-designate. Brick making factory in Phillipsville 1850s and 60s).

Surveys have been sent out to hosts and site notes have been collected. Suggestions for the next event have been documented. Specifically, a host checklist, that sites are located in clusters of 3 in/near villages to allow people to stop, park, tour around, have

lunch etc., more directional event signs on the event days (notes for signs provided by Doors Open Ontario: metal stakes were flimsy and did not adequately support larger signs, text was small, more contrast for legibility, need arrows. Doors Open signs were designed for urban areas, not appropriate for long grass on roadsides), signs with dates would help.

Timing of the next Doors Open Event was discussed. A gap gathers momentum, maybe every 3 to 5 years. Committee members expressed that every 5 years is more manageable, since the event is a lot of work for site hosts.

In conclusion, the event was well done.

For the 2026 MHAC budget, consider \$15,000 for proposed projects. Doors Open Rideau Lakes demonstrates that with the appropriate resources we can accomplish a large project. A cemetery tour would be a good idea. More municipal involvement is requested. Example projects may include cemetery plot documentation, grant applications, archive projects, a project to highlight the Rideau Canal; Chaffeys Lockhouse and Newboro Blockhouse are two sites that are open for people to visit.

Cemetery Meet and Greet - Thursday, October 23

The Cemetery Meet and Greet is scheduled to take place at the Newboro Community Hall from 10 a.m. to 3 p.m. on Thursday, October 23, 2025. A draft poster was included in the agenda package.

The following presentations have been confirmed:

- Sue Duncan of Morton Cemetery, Keeping Financial Records
- Mark Halladay of Robertson Cemetery, Updating By-Laws

Minutes

Minutes of the MHAC Meeting held July 17, 2025 were distributed to Committee as part of the Agenda package. The Chair asked for any errors or omissions. None were noted.

RECOMMENDATION MHAC 2025-33

Moved by Sue Warren

Seconded by Councillor Paula Banks

Be it resolved that the Municipal Heritage Advisory Committee approves and adopts the Minutes of the MHAC Meeting held on July 17, 2025.

Carried

Staff Report: MHAC Action Listing (For information)

Staff spoke to the MHAC Action Plan included in the agenda package with an update on projects and their status.

Council Resolutions

The Rideau Lakes Early History statement was approved for inclusion in the 2026 Road Map.

New Business

Self-Guided Heritage Tours by Watercraft: Sabina Barrett (For Discussion)

To add to our collection of Self Guided Heritage Driving Tours, Heritage Walking Tours, Heritage Cycling Tours and Heritage Paddling Tours, the suggestion of a Heritage Boat Tour for the anniversary of the Rideau Canal (2026-2032) was discussed.

Ideas:

- Heritage Boat Tour from Smiths Falls to Jones Falls
- Include indigenous history and geological features
- Consider for the 2026 Budget process
- Include walking tours

Note: The PRHS provides guided Boat Tours on the Big Rideau.

Lombardy Heritage Walking Tour: Sabina Barrett (For Discussion)

MHAC Committee members recognized that Russell Joynt and Wayne Moodie are local experts regarding the heritage of Blacksmith Road in Lombardy, and that there is interest in a heritage walking tour.

Consider this project in the 2026 MHAC Budget as an addition to the series of heritage walking tours.

MHAC member Sabina Barrett is happy to help with research and documentation.

Correspondence/Events

The Early History of Rideau Lakes Area (For Information)

MHAC member Ted Stewart continues research on this topic.

Ontario Barn Preservation (For Information)

The Barn Counting Project and "Your Old Barn Study" projects are open for participation.

Reports from Committee Members

Councillor Paula Banks

- Add Portland Sound System to the Economic Development Committee Agenda
- For the Gallagher Property, the Portland CEC would like input. Continuation of the Steering Committee would be appreciated as options are considered for the Gallagher Property.
- Suggest QR Codes at the Cemetery to donate.

Howard French

- At the Doors Open event, attended 9 sites - 6 on Saturday and 3 on Sunday. Expressed thanks to all participants.

George German

- Cemetery meeting will be valuable. Suggest a genealogical tour, supported by MHAC.

Diane Haskins

- Heritage Boat day by PRHS was well attended. Community pride of beautiful workmanship on the boats. There were 30 boats on display, 20 in the water and 10 on shore. An interpretive centre in Portland would be great. One restored Dowsett Boat is now on display in the Emmanuel Heritage Centre (not open regular hours). The Gallagher property would be an ideal location.

Ted Stewart

- At Doors Open, Newboro did very well. Posted extra ads on social media, posters and brochures.
- Next Monday, NAHS monthly talk is by Dudley Hill of Stirling Lodge, the next is an historical talk about John Kilborn in two parts (September and October) by Dr. John Gray, a descendant of Benjamin Tett.
- Early History presentation will take place in Leeds.
- Talks are to raise money for stairs at the Blockhouse. Donations are welcome. Blueprints of the original have been located.

Sue Warren

- New exhibit on Textile production in Rideau Lakes and South Crosby in development featuring dresses, men's clothing and one 1870s Quilt. Aiming to open the exhibit by Thanksgiving 2026.
- Archives centre has been busy. Requests from the Genealogical Society and people researching historic homes. Diary 1907 to 1939 is being added to University of Guelph's Diary project.

Questions from the Public

None.

Adjournment

The meeting was adjourned at 11:30 a.m.

George German, Chair

Marie White, Secretary



**Planning Advisory and Committee of Adjustment
Minutes**

**August 13, 2025, 1:00 p.m.
Municipal Office, Chantry**

Members Present: Councillor Jeff Banks, Councillor Paula Banks, Councillor Ron Pollard, George Bracken, Public Member, Councillor Dustin Bulloch

Members Absent: Mayor Arie Hoogenboom, Councillor Sue Dunfield, Councillor Deborah Anne Hutchings

Staff Present: Tom Fehr, Manager of Development Services, Foster Elliott, Associate Planner, Amy Schur, Development Services Analyst

Call to Order

Acting Chair Pollard called the meeting to order at 1:00pm.

Roll Call

Amy Schur, Development Services Analyst noted that new Committee member Councillor Dustin Bulloch was joining by phone and that members absent with prior notice included Councillor Dunfield, Councillor Hutchings and Mayor Hoogenboom.

Adoption of Agenda

Acting Chair Pollard asked if there were any changes to the Agenda and none were noted.

RESOLUTION 99-2025

Moved by Paula Banks
Seconded by George Bracken

That the Planning Advisory and Committee of Adjustment adopt the Agenda as submitted.

Carried

Declaration of Pecuniary Interest and the General Nature Thereof

The Chair asked if any Committee Member had a Pecuniary Interest in any Item on the Agenda and if so, the Nature of that Interest and none were received.

Adoption of Minutes: July 23, 2025

Minutes of the Planning Advisory and Committee of Adjustment Meeting held July 23, 2025 were reviewed by the Committee. Acting Chair Pollard asked for any errors or omissions and none were heard.

RESOLUTION 100-2025

Moved by George Bracken
 Seconded by Jeff Banks

That this Committee approve the Planning Advisory and Committee of Adjustment Minutes of Wednesday, July 23, 2025 as submitted.

Carried

New Business

Zoning By-Law Amendment Applications - NONE

Section 45 Applications

A-12-2025 GAFFNEY

Agent – Jacob Bolduc and Owners Lori & Charles Gaffney were present in Council Chambers to hear the presentation from planning staff.

Foster Elliott, Associate Planner, verbally reviewed the request to demolish an existing 147.6sqm (1589sqft) 1 storey dwelling with an attached 27.4sqm (295sqft) deck in order to construct a new 356.3sqm (3835.3sqft) 2 storey dwelling [footprint of 229.5sqm (2470.4sqft)] and an attached 20.7sqm (223.2sqft) deck. The existing dwelling is non-conforming with the required 30m water setback at a water setback of 13m, and non-conforming with the required 6m interior side yard setback (north) at 1.8m. The existing deck is non-conforming with the permitted maximum 2m deck projection from the dwelling into the water setback at a projection of 3.25m.

This application is also subject to a Site Plan Control Application (SP-16-2025) to undertake the works as described above as well as, removal of an existing 18.6sqm (200sqft) sleeping cabin and a 5.8sqm (63sqft) accessory building (shed). A new septic system is also proposed to accommodate the proposed dwelling.

Mr. Elliott mentioned that the RVCA had no objections, the CBO and Fire Chief had no concerns and that one public comment had been received noting concerns with the side

yard setback to the North.

Acting Chair Pollard asked if the agent had anything to add. Mr. Bolduc had a brief presentation for the Committee showing the original request and the revised plan after working with staff as well as how they have addressed the neighbours concerns.

Acting Chair Pollard opened the Committee discussion. Committee members asked questions, made comments and expressed concerns regarding floor space and lot coverage index calculations and the size of increases, proposed lot coverage seems higher than normal, what is the highest percentage we've ever approved, would like to see the dwelling moved to accommodate the neighbours and making it accessible, hard to keep existing vegetation on the South side with the construction process, concerned with 2 storey now being closer to the North lot line, perhaps leaving the existing angle of the dwelling to allow more space, lots of constricted lots in Rideau Lakes and not being able to expand, potential of making dwelling smaller, setting a bad precedence if approved, clarification of permission vs minor variance, getting conflicting information from Conservation Authorities on different application, not against accessibility, expansion is too much and trade off of getting a larger setback from the water and new septic system.

Mr. Fehr, explained the permission tests vs the minor variance tests, the provisions of the Official Plan and Zoning By-law are not considered the same way for permission applications as they are for new development. This application will be getting a new complying septic.

Mr. Bolduc mentioned the Brougham vs South Frontenac case whereas the owners retained the rights when demolishing and rebuilding, the owner has the right to a reasonable expansion in size when re-building. Mr. Bolduc noted his clients would be open to a modification by moving the dwelling more South about 1m increasing the setback from the neighbours. The height of the dwelling complies with the Zoning By-Law. Would need to remove about 2 mature trees if moving more South. Would be working with staff for landscaping buffer along lot line. There is no basement and second storey is for guests as most living space for the owners is on the main level.

Audience member Mr. David Dwyer, neighbour at #16 O9 had comment regarding the potential noise from the mechanical room and equipment that will be located near their master bedroom and the trees on lot line and the damage to the root base. Adding lots of square footage to make it accessible which is a choice by the applicants.

Mr. Bolduc mentioned that rotating the dwelling was a recommendation of the Conservation Authority. He noted that a heat pump can be 2 feet from lot line and units are more efficient now and less noisy.

Owners Charles & Lori Gaffney gave some background information about the cottage and the reasoning for making it accessible. Current residents do have accessibility needs. This process has taken almost 2 years in this process with several amendments. They have taken Mr. Dwyer into consideration with designing the outdoor space and are

doing their best to accommodate the neighbours and the Conservation Authority. Mr. Gaffney has spoken to Mr. Dwyer about the renovations as the cottage is not in good shape anymore and needs to be updated. Ms. Gaffney mentioned that in a few years their plan is to live there permanently. As they are removing the bunkie and storage under current decking, they do need more space within the dwelling for storage as well as an additional room.

RESOLUTION 101-2025

Moved by Jeff Banks

Seconded by George Bracken

That Section 45 application A-12-2025 by Lori Gaffney, of the Ward of South Elmsley, is deferred for the following reasons:

To allow the applicant time to explore alternatives to reduce the overall size of the proposed dwelling.

Carried

A-22-2025 MARSON & ALLINOTTE

Owners Pamela Marson & Mark Allinotte were present in Council Chambers to hear the presentation from planning staff.

Foster Elliott, Associate Planner, verbally reviewed the request to construct a new 17.8sqm (192sqft) 1-storey accessory structure (shed) and reconstruct an existing 36.4sqm (392sqft) deck with a 12.3sqm (132sqft) deck addition to the side of the dwelling.

This application is also subject to a Site Plan Control Application (SP-30-2025) under the authority of Section 41 of the Planning Act where the applicants are proposing to undertake the works as described above as well as, removal of an existing 7.4sqm (80sqft) accessory building (well and pump shed) and replacing it with a 2.3sqm (25sqft) building in the same location.

Mr. Elliott mentioned that the RVCA had no objections, the CBO & Fire Chief had no concerns and 1 comment had been received from URLA and circulated to the committee.

Acting Chair Pollard asked if the owners had anything to add. Mr. Allinotte noted that they are trying to improve the property, they have worked with staff to move the deck to the side, no closer to the water, they will be keeping the existing footprint. They purchased in the Spring and will be bringing the deck up to code, and will be enhancing the shoreline planting plan.

Mr. Elliott noted that no online comments had been received.

Acting Chair Pollard opened the Committee discussion. Committee members asked questions and made comments regarding the total increase in square footage, lot coverage increase, clarification of the requirements/triggers for site plan control, existing deck and replacing it, timeframe in the Site Plan Control By-Law is 1 year from time of approval, valid concerns from the Lake Association we need to protect our lakes and the shoreline buffer planting plans are important.

Moved by George Bracken
 Seconded by Dustin Bulloch

That Section 45 application A-22-2025 by Pamela Marson & Mark Allinotte, of the Ward of North Crosby-Newboro, is approved in part for the following reasons provided the attached conditions are complied with:

Approved:

- Section 3.30.2 – Relief of 3m from the required minimum 30m water setback to allow for a 27m water setback for the proposed accessory building (shed).
- Section 5.2.2 – Relief of 3% from the permitted maximum 10% lot coverage to allow for a 13% lot coverage maximum.
- Section 3.3.1 – Relief of 3% from the permitted maximum 10% lot coverage for the portion of the lot within 60m of the water to allow for a 13% lot coverage maximum within 60m of the water.

Denied:

- Section 3.31.3 – Relief of 1.7m from the permitted maximum 2m deck projection into the water setback where the dwelling is located between 8m and 15m from the water to allow a 3.7m deck projection for the side deck expansion.

The denial is because after further review, the deck projection meets the policies of the Township's Zoning By-law, and therefore is not required to obtain the approval through a Minor Variance request.

REASONS:

1. The proposal has maximized the setback considering the constraints of the property;
2. There are no anticipated impacts to the surrounding properties and neighbourhood;
3. There are no anticipated land use compatibility issues through the implementation of the conditions.

CONDITIONS:

The approval is subject to the following conditions:

1. That this approval is based on the following specifications and that any deviation from these specifications will require subsequent review and approval by the Township:
 - a. The dimensions and location of the proposed structure(s) shall be consistent with the approval;
 - b. All setbacks and development parameters shall be consistent with the details noted in the site plan and compliant with Zoning By-law 2023-50 where no approval has been granted;
2. That this approval is contingent upon the owners entering into a Site Plan Agreement

(SP-30-2025) with the Township; and;

3. Future development not included in this approval will be subject to review and approval by the Township, Conservation Authority and/or Parks Canada and any other governing agency or regulations where applicable.

Carried

Manager's Report

Tom Fehr, Manager of Development Services, gave a brief overview of the report.

Acting Chair Pollard opened the Committee discussion. Committee members asked to have staff review ARU, disagreeing with the requirement to share well and septic, large properties that have access to another road behind main dwelling, lot coverage that triggers site plan control, review of Zoning By-Law, seeing more issues with under sized lots, educational session for Committee to better understand issues, increasing lot coverage and setting matrix of approvals, and perhaps getting a list of some concessions that have already been negotiated with Staff and applicants prior to it getting to the Committee.

Mr. Fehr noted that residents can submit a OP Amendment application. Needs to get a motion from Council to direct PACA for review of ADU policies in Official Plan and Zoning By-Law.

Moved by Paula Banks

Seconded by Jeff Banks

That the Planning Advisory and Committee of Adjustment acknowledges the written and verbal report of Tom Fehr, Manager of Development Services, regarding matters provided for information purposes.

Carried

Adjournment

Acting Chair Pollard declared the Planning Advisory and Committee of Adjustment Meeting adjourned at 2:27p.m.

Ron Pollard, Acting Chair

Tom Fehr, Secretary/Treasurer



**Planning Advisory and Committee of Adjustment
Minutes**

**August 27, 2025, 1:00 p.m.
Municipal Office, Chantry**

Members Present: Mayor Arie Hoogenboom, Dustin Bulloch, Councillor Sue Dunfield, Councillor Ron Pollard, George Bracken, Public Member

Members Absent: Councillor Jeff Banks, Councillor Paula Banks, Councillor Deborah Anne Hutchings

Staff Present: Tom Fehr, Manager of Development Services, Foster Elliott, Associate Planner, Amy Schur, Development Services Analyst

Call to Order

Chair Dunfield called the meeting to order at 1:00pm.

Roll Call

Amy Schur, Development Services Analyst noted that Councillor Jeff Banks, Councillor Paula Banks and Deputy Mayor Debbie Hutchings were absent with prior notice.

Adoption of Agenda

Chair Dunfield asked if there were any changes to the Agenda and none were noted.

RESOLUTION 104-2025

Moved by Ron Pollard
Seconded by Arie Hoogenboom

That the Planning Advisory and Committee of Adjustment adopt the Agenda as submitted.

Carried

Declaration of Pecuniary Interest and the General Nature Thereof

The Chair asked if any Committee Member had a Pecuniary Interest in any Item on the Agenda and if so, the Nature of that Interest and none were received.

Adoption of Minutes: August 13, 2025

Minutes of the Planning Advisory and Committee of Adjustment Meeting held August 13, 2025 were reviewed by the Committee. Chair Dunfield asked for any errors or omissions and none were heard.

RESOLUTION 105-2025

Moved by Dustin Bulloch
Seconded by George Bracken

That this Committee approve the Planning Advisory and Committee of Adjustment Minutes of Wednesday, August 13, 2025 as submitted.

Carried

New Business

Zoning By-Law Amendment Applications

ZBA-12-2025 COVELL

Owner - George Covell was present in Council Chambers to hear the presentation from planning staff.

Foster Elliott, Associate Planner, verbally reviewed the request is to change the zoning classification on the subject property from Waterfront Residential (RW) to Waterfront Residential Special Exemption (RW-X) to permit the conversion of a second storey of an existing 2-storey structure (existing detached garage) into a sleeping cabin. The proposed Special Exception is to permit a sleeping cabin within a 2 storey building, and to permit an increased size of the sleeping cabin. This property is also subject to Site Plan Control application SP-34-2025 for this conversion.

Mr. Elliott mentioned that the RVCA & Parks Canada had not submitted comments, Enbridge Gas had no concerns, the CBO & Fire Chief had no concerns and that no public comments had been received.

Chair Dunfield asked if the owner had anything to add. Mr. Covell thanked Staff and Committee for their dedication to the Township.

Mr. Elliott noted that no online comments had been received.

Chair Dunfield asked the public in attendance if anyone would like to speak to this application, no comments were heard.

Chair Dunfield opened the Committee discussion. Committee members asked questions and made comments regarding why Enbridge Gas commented on this application, years ago Committee saw a similar application and it was denied, okay with this type of zoning amendment perhaps other application was a minor variance, applications are reviewed on their own merits, will additional unit be on the same septic system or be updated and only approved for one sleeping cabin on the property.

RESOLUTION 106-2025

Moved by Arie Hoogenboom
Seconded by George Bracken

That the Planning Advisory & Committee of Adjustment recommend to the Council of the Corporation of the Township of Rideau Lakes that Zoning By-Law Amendment application ZBA-12-2025, by George & Charlotte Covell of the Ward of South Elmsley, be approved which will rezone the subject property from Waterfront Residential (RW) to Waterfront Residential Special Exception (RW-X) to:

1. Permit a sleeping cabin within a 2 storey building;
2. Permit a maximum size of 67.6sqm (728sqft) for a sleeping cabin;
3. Permit a sleeping cabin to be 6.5m (21.3ft) from the rear lot line;

Carried

Section 45 Applications - NONE

Consent Applications

B-131-24 MCELROY

Owner – Glen McElroy was present in Council Chambers to hear the presentation from planning staff.

Foster Elliott, Associate Planner, verbally reviewed the consent application, being for 1 new lot creation for residential use. The severed Lot is to be 3.09 acres, have 165m of frontage on Dennison Drive and is currently developed with dwelling and accessory buildings. The retained lot is to be 57.7 acres, have 165m frontage on Dennison Drive & 597m frontage on Smith Road, is currently vacant and the current & proposed use is Agricultural.

Mr. Elliott mentioned that during staff's review, it was determined that the existing dwelling & septic was constructed within the 30m water setback. Permits were obtained and issued by the Township, and that CRCA was not circulated during the building permit review.

Staff are recommending a condition of Severance approval, that a Minor Variance be applied for and obtained for the dwelling and septic system to reflect the reduced water setback.

Mr. Elliott noted that CRCA comments outlined initially that within the 30m water setback

area, a hydrology and hydraulic assessment be completed to support the existing location of the dwelling and septic. However, after a CRCA site visit, this assessment is no longer required and that the CRCA can support the consent and Minor Variance.

Chair Dunfield asked for Staff to identify on the map where the noted watercourse was located.

Mr. Elliott confirmed that no public comments had been received.

Chair Dunfield asked if the owner had anything to add. Mr. McElroy made a comment regarding the watercourse, runs only a couple of months the rest of the year is dry, should not be an issue, didn't know the setback was supposed to be 30m, he paid the Township to come and do inspections and was not told about this setback so where does the responsibility lie. Mr. McElroy asked if he has to pay for the minor variance, when it was the Township who approved the dwelling. He has farmed that property for many years and doesn't believe it should be classified as a watercourse. Paid CRCA fees and he didn't think they had done a site visit until just recently. If he would have known about the 30m he would have changed the layout and placement when building.

Mr. Fehr, mentioned that Staff do not have the ability to waive fees, informed Mr. McElroy that he would have to submit a request to Council.

Mr. Fehr, provided some background information regarding the building permit that was applied for back in 2019. The minor variance is needed retroactively bring the property into compliance.

Mr. Elliott noted that no online comments had been received.

Chair Dunfield asked the public in attendance if anyone would like to speak to this application, no comments were heard.

Chair Dunfield opened the Committee discussion. Committee members expressed concerns, asked questions and made comments regarding is updating surveys to be done prior to consent approval, it's a condition of consent, shared responsibility as the owner wasn't aware of the creek, identified as a creek by the CRCA and staff, still needs to go through the process to make it legal and the creek is pretty small.

RESOLUTION 107-2025

Moved by Dustin Bulloch
Seconded by Ron Pollard

That the Planning Advisory & Committee of Adjustment recommend to the Council of the Corporation of the Township of Rideau Lakes that the Township comments to the Land Division Office for B-131-24 are to approve the proposed consent subject to the following conditions:

- 1) That the owners confirm by way of a survey or surveyors' letter that the existing buildings and structures including the dwelling and septic system on the severed lot

comply with the minimum setback requirements as outlined in the Township's Zoning By-law, including the 30m setback from the watercourse. Further, if the survey or surveyors' letter identifies a deficiency from the minimum required setbacks that the owner is required to apply for and obtain relief for the deficiency;

2) That the applicants confirm by way of survey that the abutting Township Road (Dennison Drive) is 10m (33ft) from centerline to the front lot line of the severed lands. If 10m (33ft) is not established, conveyance to the Township of an amount equal to the deficiency shall be required. The lands to be transferred for road widening purposes shall be free and clear of any and all encumbrances;

3) That an electronic copy of the registered survey/plan for the new lot be submitted to the Township;

4) That a development agreement be entered into with the Township and registered on title for the retained lands that implements:

- a. A development envelope that is outside of the woodland and organic soil areas;
 - b. That all existing vegetation be maintained by selective and limited tree removal;
 - c. That there shall be no use of herbicides in clearing of vegetation;
 - d. To protect breeding birds, no tree or shrub removal should occur between May 1st and July 31st unless a breeding bird survey is completed by a qualified biologist within five days of the woody vegetation removal identifies no nesting activity;
 - e. To discourage wildlife from entering the work areas during construction, the site should be kept free and clear of food waste and other garbage; and;
- 5) That the applicant supplies the Township with a 5% cash in lieu of parkland fee for the newly created lot. Contact the Township for a guide to completing this condition.

Carried

Business Arising

Road Closure and Encroachment Application: RC-3-2023 KAPSA

Foster Elliott, Associate Planner, verbally re-viewed the application which had previously went to a PACA meeting on March 27, 2024 for request for closure and conveyance. at that time, it was determined that one section of Unopened Road Allowance is used for informal access to multiple agriculture properties and therefore closure and conveyance of this section would either:

Create a private road or restrict access to a parcel of land

PACA deferred the application for the applicant to further review options for obtaining access to their property such as a lot addition through a nearby parcel.

Mr. Elliott noted that since the March 2024 meeting the applicant has continued to work with a neighbouring landowner regarding a proposal for a lot addition, but no formal application has been submitted at this time. The owner wishes to proceed with the closure request for Segment 2 only, this segment is approximately 670ft in length and a total area of approximately 1.02 acres.

Mr. Elliott mentioned that the closure of only Segment 2 would lead to the following concerns:

- Access to waterfront parcel of land
- Future access to Coons Road through the explored options

Staff recommend that Segments 2 through 5 be closed and conveyed to ensure future access options to Coons Road remain viable, and the access between the rear and waterfront lot is not through a Township road allowance. This proposal does not restrict access to any parcels, nor does it create a private road. Staff also recommend that the owner acknowledge that Segment 1 is a Township unopened road allowance and that no alteration or maintenance can occur unless prior written approval from the Township is obtained.

Mr. Elliott broke down the purchase price costs totaling \$120,961.59 and noted that the applicant wishes to pay .10 cents per sqft totaling approximately \$36,857.90.

Mr. Elliott noted that several public comments were received before and during the March 27, 2024 meeting indicating concerns from the residents who use the informal access for the agricultural operation however no comments have been received on this matter since the previous PACA meeting.

Audience member Joan Delaney noted that the owner Jan Kapsa gave her permission to speak on their behalf. Ms. Delaney noted that the owners are very discouraged as they have been trying to move this application forward for several years now. The owners agree with closing sections 2 through 5 but do not agree with the purchase price. This land is beautiful, not agricultural and has been vacant for many years. Mr. Kapsa simply wants to gain access to their property by land as it's a water access only property. Win-win for the Township, gaining a new development and we are selling off a unopened road allowance. This unopened road allowance is not needed as Coons Rd go right to the water.

Mr. Elliott noted that no online comments had been received.

Chair Dunfield asked the public in attendance if anyone would like to speak to this application.

Audience member Councillor Maxwell noted how surprised she was that this application was still not resolved. Asked if the owners do pay the \$120,000 will he have access to his property.

Mr. Elliott noted that if this application is approved and finalized Mr. Kapsa would still not have formal access to the property. He would still have to go through an unopened road allowance identified as segment 1.

Chair Dunfield opened the Committee discussion. Committee members asked questions, made comment and expressed concerns regarding understanding the applicants concerns with costs, the possibility that the Township opens the road allowance and have the applicants pay to improve and maintain the road as a condition, land locked piece of property, if applicants proceed can they build on rear or front lot,

can build 100m from the waterfront as a water access only property, still would not have road frontage, have surrounding neighbours been notified as they have the opportunity to purchase as well, does a survey need to be done, what are the boundaries of the agricultural lands, where are the watercourse features, what is the purpose of closing the green section (segment #2), could applicants request permission from the Township to improve and not have to purchase the segment, ensure lots are in the same name to make sure they are properly merged, consider more options too many unanswered questions, land locking the other section of road allowance, road would need to be brought up to Township/MTO standards, not realistic to think this is ever going to be a public road, would like to see the price reduced as this property is not worth \$120,000, neighbours would have to agree, applicants have already spent a significant amount of money on the application, have already approached neighbours for a severance, not really waterfront property, is there currently a building on either property and the adjacent property is significant wetland.

Mr. Elliott noted the bush rate in the By-law is .21 cent which works out to roughly \$77,500.

RESOLUTION 108-2025

Moved by Arie Hoogenboom
 Seconded by Ron Pollard

That the Planning Advisory & Committee of Adjustment recommend to the Council of the Corporation of the Township of Rideau Lakes that Road Closure Request RC-3-2023 to close and convey Segments 2 through 5 on the submitted drawing be approved subject to:

1. The applicants understanding and acknowledgement that Segment 1 remains as an unopened Township road allowance in the public domain, and that no alterations or maintenance are permitted without prior written approval from the Township. This includes but is not limited to: snow plowing, fill placement/removal, tree cutting, etc.
2. That the purchase price be \$0.21 per square foot.

Carried

Manager's Report

Tom Fehr, Manager of Development Services, gave a brief overview of the report noting the proposal of cancelling the October 22, 2025 PACA meeting. There will be regular scheduled PACA meetings on October 8th and November 12th.

Chair Dunfield opened the Committee discussion. No comments or questions were heard.

RESOLUTION 109-2025

Moved by George Bracken
 Seconded by Ron Pollard

Planning Advisory & Committee of Adjustment
August 27, 2025 pg. 8

That the Planning Advisory and Committee of Adjustment acknowledges the written and verbal report of Tom Fehr, Manager of Development Services, regarding matters provided for information purposes.

Carried

RESOLUTION 110-2025

Moved by Ron Pollard
Seconded by Dustin Bulloch

That the October 22, 2025 Planning Advisory & Committee of Adjustment meeting shall be cancelled.

Carried

Adjournment

Chair Dunfield declared the Planning Advisory and Committee of Adjustment Meeting adjourned at 2:03p.m.

Sue Dunfield, Chair

Tom Fehr, Secretary/Treasurer

RIDEAU LAKES LAKE ASSOCIATION COMMITTEE (RLLAC)

Wednesday, August 6, 2025

The Rideau Lakes Lake Association Committee (RLLAC) Meeting was held Wednesday, August 6th at 10:00 a.m. at the Portland Hall.

Roll call was taken and the following members were in attendance: Chair Mayor Hoogenboom, Councillors, Sue Dunfield & Jeff Banks, Township staff Tom Fehr, Manager of Development Services, and Amy Schur, Development Services Analyst were also in attendance.

Committee members from the following Lake Associations were also in attendance: Clark Johnston, Bass Lake Property Owners Association; Elizabeth Preston, Big Rideau Lake Association; Tom Belton, Chaffey's and Area Lakes Association; Buddy Penniston, Opinicon East Cottagers' Association; Rhonda Birenbaum, Opinicon Property Owners' Community; Jeff Neal, Otter Lake Landowners Association; Ken Watson, Sand Lake Estates, Steve Lauridsen, Troy Lake Ratepayers Association, John McDowell, Upper Rideau Lakes Association and Greg Wetmore, Wolfe Lake Association.

Members absent with prior notice included: Hansen Downer, Big Rideau Lake Association & Margie Manthey, Wolfe Lake Association

Members absent included: Councillors Linda Carr & Debbie Hutchings

Also in attendance: Holly Evans from Cataraqui Region Conservation Authority and Eric Lalande from Rideau Valley Conservation Authority.

EMERGENCY ADDITIONS TO THE AGENDA

Chair Hoogenboom asked if there were any emergency additions or amendments to the agenda and the following were heard.

Mayor Hoogenboom added Floating Accommodations & Lawn Weed Spraying on Waterfront Properties under Section 7 – Discussions.

Mr. McDowell asked for an update on Campground Licensing be added to the agenda.

Mr. Belton asked to add the Indian Lake Rd property to the agenda.

RECOMMENDATION #15-2025

Moved By: Steve Lauridsen

Seconded By: Greg Wetmore

To pass a Recommendation that;

This Committee adopt the Agenda, **as amended**.

Adding:

- 7.3 Floating Accommodations
- 7.4 Lawn Weed Spraying on Waterfront Properties
- 7.5 Campground Licensing
- 7.6 Indian Lake Rd Property

Carried:

DECLARATION OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

Chair Hoogenboom asked if anyone had a pecuniary interest and the general nature thereof, regarding any items noted on the Agenda and none were heard.

ADOPTION OF MINUTES

Minutes of the Rideau Lakes Lake Association Committee Meeting held June 18, 2025 were provided to the Committee.

Ms. Birenbaum noted that in the minutes the name of the group she represents was incorrect, is not an Association, but rather called Opinicon Property Owners Community.

RECOMMENDATION #16-2025

Moved By: Jeff Neal

Seconded By: Tom Belton

To pass a Recommendation that;

This Committee approve the minutes of the Rideau Lakes Lake Association Committee meeting held June 18, 2025 **as amended**.

Revising the Opinicon Property Owners Association to Opinicon Property Owners Community.

Carried:

GUEST SPEAKER

Mr. Shane Peters, Deputy Chief/Community Safety Officer from Rideau Lakes Fire & Rescue gave a verbal presentation regarding Wildfire Prevention.

Fire & Fuel is what causes a structure to burn. A property that is unmitigated has a higher risk of being in a fire than a property that has taken mitigated measures to prevent fires around our homes/cottages. Embers can transfer (jump) from tree to tree, tree to house, leaf pile to pile, etc. Fire bans can be caused by extreme heat/temperatures when everything starts drying out. Deciduous trees are less flammable than coniferous trees.

Fire Zones:

There are 3 zones around your home/cottage to prevent fire. Mr. Peters, touched on the first two. Firstly, is the immediate zone 0-1.5m away from your structure. Considerations include – tree spacing keeping them 3m apart, trimming hedges, pruning trees up 2m from the ground

removing dead growth, removing leaves that have collected close to the dwelling. Keep vegetation 1.5m from your home, removing the risk of spreading.

Other considerations - Cedar shake shingles are flammable (asphalt and steel roofs are better), should be cleaning out gutters. Decks are flammable should be treating decks with fire rated material including paint, keep flammable material off the decks including leaves even from underneath, chimneys need to have screens to help prevent sparks/embers from travelling up and out.

Secondly, is the Landscape Zone 1.5-10m away from your structure – Plants to avoid are coniferous based like cedar, juniper, pine, spruce. Mowing your grass shorter around your home to 10m, no taller than 10cm. Taller grass acts as fuel for the fire.

Cleaning up items like pine needles, bark mulches, fallen trees, wood piles, leaves, branches near power lines (for safety it is suggested to call an arborist to deal with branches near power lines to cut and trim back)

Using approved fire pits and burn barrels – Rideau Lakes has regulations in our Burn By-Law to define a safe pit. Having a properly built, approved pit with safe mitigations will help prevent fire. More safety tips include – getting a wire mesh or cage for the top, having an extinguisher nearby while having a fire eg. pail of water, fire extinguisher, garden hose. Hot coals are still considered a fire, they must be completely extinguished properly.

Effective August 5th Rideau Lakes went to a total fire ban. Mr. Peters explained the difference between different levels of burn bans.

Island/Water Safety:

Mr. Peters mentioned the app called What3Words and encouraged members to download it to your phone and promote it to other Association members, friends and family. Rideau Lakes dispatch is aware of it. The app has taken the entire globe and broken it into 3x3m grid to locate you. Very useful for residents on an island or someone with an emergency on a boat, it triangulates where you are, and is helpful for responders.

Rideau Lakes has one Fire & Rescue boat docked in Newboro, the others are on trailers. Mr. Peters recommended investing in a water pump especially for island properties.

Mr. Peters noted the increase in drownings in Ontario lately, and reminded the Committee to wear life jackets, let people know where you are going when on the water and when you expect to return.

Mr. Peters offered to present to individual Lake Association and/or provide more information.

Chair Hoogenboom asked Mr. Peters for a summary of presentation and links to useful websites to be shared with the Committee to forward onto their members.

Mr. Peters noted the Fire Smart Canada website with a link for Wild Fire Prevention Day funding for community events.

Chair Hoogenboom opened the floor to questions from the Committee: Members asked questions regarding cottages that are in the middle of forest, branches on the ground foster good environment and bugs, fire zones to prevent wild fires, natural fire resistant plants eg.

black-eyed susan flowers, mitigating the risk of fire, logs on a ground is less flammable than pine needles, everyone should have a plan in place for an emergency, being prepared for 72 hours whether you are leaving your home or sheltering in place, should islanders help other islanders if they have a water pump, helping a neighbour up until the fire department arrives is useful in a safe manner, also helpful is protecting other cottages/homes if yours is on fire – preventing the spread, would it be useful to know who has pumps on islands/water properties and being allowed to use indoor fireplaces during a full burn ban.

Mr. Peters will forward Amy, who will forward onto the Committee useful information & links regarding a 72 Hour Preparedness Kit, fire resistant flowers/vegetation and Emergency Management Ontario.

Chair Hoogenboom noted that a few people had joined the meeting during Mr. Peters presentation. Fire Chief Richardson, Councillor Jeff Banks and Holly Evans from the Cataraqui Region Conservation Authority.

RECOMMENDATION #17-2025

Moved By: Ken Watson
 Seconded By: Steve Lauridsen

To pass a Recommendation that;

The Rideau Lakes Lake Association Committee acknowledges the presentation by Mr. Peters, Deputy Chief/Community Safety Officer from Rideau Lakes Fire & Rescue regarding Wildfire Prevention.

Carried:

COMMITTEE DISCUSSION ITEMS

Bass Spawning:

Mr. McDowell gave an update on Dr. David Philips gaining momentum on proposed bass spawning sanctuaries and recruitment from some local lakes. Suggested that Rideau Lakes authorize a delegation at ROMA in the Spring on the importance of bass spawning sanctuaries.

Mr. Belton mentioned decreasing the bass opening season, it is currently the 3rd Saturday in June however male bass are still on the nest at that time.

Chair Hoogenboom noted that when we get closer to ROMA, we will have a discussion to compose speaking points to the Minister.

Councillor Dunfield noted that Rideau Lakes has submitted a motion through Parks Canada to change the start of bass tournaments to 2 weeks past what it currently is.

RECOMMENDATION #18-2025

Moved By: John McDowell
 Seconded By: Sue Dunfield

To pass a Recommendation that;

The Rideau Lakes Lake Association Committee acknowledges the discussion on Bass Sanctuaries.

AND FURTHER THAT, in support of establishing bass fish spawning sanctuaries on additional township lakes, by 2026, if at all possible, in order to secure scientific data in support of a sustainable bass population/fishery; and

AND FURTHER, consistent with the Township's support for lake health, that Council authorize Mayor Hoogenboom to request a brief meeting with the Ontario MNR Minister, on the margins of the ROMA conference in early 2026, to advance bass fish spawning sanctuaries in local lakes.

Carried:

Bill C23 Parks Canada Regulations:

Mr. Watson noted that at the last RLLAC meeting it was mentioned that Bill C23 relating to Historical Places of Canada Act and buried within it is Navigation and Historical Canals section. This legislation allows the power from Transport Canada to Parks Canada. Bill was stalled on the objection of the wording of Wardens enforcement.

If changes are needed have to go to Department of Transportation, transfer the responsibilities from Department of Transportation to Parks Canada to write their own regulations. Wardens to become Peace Officers on the Rideau which they are not. Need to get the Bill re-introduced.

Mr. McDowell would like Council to send something to the Ministry on behalf of RLLAC to support the motion of re-introducing as a new Bill. Mr. Watson and Mr. McDowell will draft a motion and send it to Mayor Hoogenboom.

Chair Hoogenboom opened the floor to questions from the Committee: will the Bill remove Transport Canada's responsibility in regards to the Lasalle Causeway bridge, Transport Canada will still control navigation, Ontario Government is providing less resources for enforcement, perhaps not the right timing and Parks Canada will be able to write their own regulations.

Floating Accommodations:

Chair Hoogenboom opened discussion on floating accommodation for suggestions for staff for pro-active policy.

Mr. Watson mentioned a recent FOCA email with link to Transport Canada's current call for public comments on floating accommodations.

Mr. Lauridsen mentioned that that comment period from Transport Canada only governs navigable waterways like the Rideau Canal not inland lakes.

Chair Hoogenboom would like Planning Department to do some research on this topic and report back at the October 16th RLLAC meeting.

Mr. Fehr, Manager of Development Services suggested getting the position of the Conservation Authorities in attendance on floating accommodations.

Ms. Evans, CRCA noted that generally their regulations are protecting people from natural hazards, having setbacks from shorelines to protect water quality, building away from slopes, etc. Floating accommodations go against some of the regulations, concerned with the disposal of human waste. They don't have an official position on it but have concerns. Going to ask their Planning Department to touch base with Mr. Fehr.

Mr. Lalande, RVCA noted that they are actively dealing with a violation of a floating structure on a waterway, within a flood plain area and type of structure. It's a complicated issue for enforcement and compliance, is it a boat/vessel designed for living or is it a structure anchored permanently, working through legal action and zoning compliance regulations, how to proceed through enforcement, how it's dealt with. Need to work with Municipal partners in terms of these types of structures especially septic issues.

Chair Hoogenboom noted the understanding that it's a complicated issues as some lakes in Rideau Lakes are shared with other Municipalities who could have different regulations and policies.

Mr. Belton suggested that Rideau Lakes send a letter to Conservation Authorities encouraging them to create a policy.

Councillor Jeff Banks mentioned a structure that's on the Cataraqui River just off the 401 that looks like it came from Cambodia. Is the CRCA aware of that.

Ms. Evans noted that that would be the Rideau Canada jurisdiction, but she will mention it to their Planning Department. When it's a shared jurisdiction, along the Rideau Canal, Parks Canada regulations kick in.

Councillor Jeff Banks asked about the Ministry of Natural Resources jurisdiction of waterways.

Weed Spraying on Waterfront Properties:

Chair Hoogenboom would like Staff to do some research on this topic and report back at the October 16th RLLAC meeting. He asked for this item to be added to the agenda to get some input/feedback from the Committee, noting that it's understandable we are not going to curtail agricultural spraying, simply those properties that have vast lawns right down to the waterfront with no buffer zone and wants to protect our water quality.

Councillor Jeff Banks noted that waterfront property owners should be using lake water for their lawns, as it has all kinds of nutrients, instead of spraying.

Open discussion was had on the topic. Committee members asked questions and made comments regarding if the Conservation Authorities can monitor weed spraying as part of natural hazards, Ms. Evans and Mr. Lalande both confirmed that weed spraying would not fall under their mandate, potential educational process to waterfront properties to protect the water quality, not knowing what neighbors are doing and can we restrict it, such a difference in vision around the lakes from wooded properties to very manicured lawns, really comes down to home owners wanting to do the right thing, lawn fertilizers vs weed spraying, 30m setback to protect the shorelines and water bodies however if residents do ignore the setbacks it comes down to the Municipality to do enforcement.

Chair Hoogenboom asked what other Municipalities might be doing to restrict spraying and are there any Federal regulations. For instance, the City of Kingston, has restrictions as to what you can spray on your lawns there.

Ms. Preston mentioned that Watersheds Canada has a program to subsidize shoreline plantings.

Campground Licensing:

Tom Fehr, Manager of Development Services gave update on Campground Licensing noting that it was mentioned at the March 18th RLLAC meeting that Campground By-Law went to Council October 7, 2024. Where it was passed first and second reading however, the third reading was deferred for further consultation.

Chair Hoogenboom noted that some members of RLLAC were very active in the discussions on the topic and asked the Committee what next step are going to be moving forward as this doesn't seem to be going anywhere.

Chair Hoogenboom opened the Committee discussion, members asked questions and made comments regarding the reasoning why it was not passed, seeing positive support of the By-Law, Council made it more palatable for Campground owners and wanted more feedback, proposing doing 3-4 inspections per year not to have to hire more staff,

Councillor Jeff Banks noted that when discussion of this By-Law begin they did some tours of several campgrounds and his displeasure is with Ministry of the Environment (MOE), not doing their job and relying on campgrounds to provide the septic information. One in particular campground, the grey water was being dumped on the ground under the trailers and some of those trailers were close to the lake. Was heavily involved in the campground site/trailer size discussion and the breakdown of a proper size of a seasonal vs overnight site.

Mr. McDowell suggested that in 2026, Natalie Mathews from MOE could give us a brief as to what they are seeing regionally at Municipal campgrounds. An update on the processes and procedure for campground septic inspections.

Councillor Jeff Banks suggested we petition MOE let Municipalities to do campground septic inspections as septic systems are through the Ontario Building Code.

Councillor Dunfield mentioned that campground operators need to have an opportunity to provide comments and suggested advertising that the Campground By-Law is coming back to Council for third reading.

Mr. Lauridsen noted that all waterfront property owners have to undergo mandatory septic system inspections. Campground owners need to think about how they run their business and if they allow improper grey water, or sewage systems to exist on their campgrounds.

Chair Hoogenboom reminded the Committee that this process started when 2 existing campgrounds were looking into expansions. Since updating our Zoning By-Law and Official Plan, both campgrounds have stepped away from those plans. Any campground owners that he has spoken to are fully aware of the Townships intension to move forward with Campground Licensing. The Campground Association even did a presentation to Council.

Chair Hoogenboom noted that this issue needs to have closure, bring it for a third reading or set it aside and not moving forward.

Councillor Jeff Banks problem with trailers not on a septic system are the ones causing the problems, the cost to get pumped out is the responsibility of the trailer owners. Even Lower Beverley Lake Park Campground, it is a question how often they get pumped out and records kept on each trailer.

Chair Hoogenboom noted that Lower Beverley Lake Park Campground follow all regulations.

Mr. Neal suggested adding in our e-news that the Campground Licensing By-Law is coming back to Council. They have 4 campgrounds on his lake being Otter Lake and all of their association members are keen on making sure they don't get any bigger. They are also concerned with the number of docks which is not regulated either.

Mr. Belton his understanding we were piggy backing off another Municipality mirroring their legislation.

Councillor Jeff Banks mentioned that Otter Lake has a problem with campground, there are more campers than property owners and there is no legislation to stop expansion. No current record of how many sites at each campground so no one is monitoring it.

RECOMMENDATION #19-2025

Moved: Rhonda Birenbaum

Seconded By: Greg Wetmore

To pass a Recommendation that;

The Rideau Lakes Lake Association Committee encourage Council to bring forward the Campground Licensing By-Law for 3rd reading expeditiously.

Carried:

RECOMMENDATION #20-2025

Moved By: Steve Lauridsen

Seconded By: John McDowell

To pass a Recommendation that;

The Rideau Lakes Lake Association Committee acknowledges the discussion on Bill C23 Parks Canada Regulations, Floating Accommodations and Lawn Weed Spraying on Waterfront Properties.

Carried:

Indian Lake Rd Property – Planning Application:

Mr. Belton read a letter of concern in regards to a recent approved planning application on Indian Lake Rd. In his letter he noted some questions for the Planning Department.

Chair Hoogenboom acknowledged concerns with development.

Mr. Fehr, Manager of Development Services, noted caution that this Committee's role is to speak to issues that affect the lake on a high level. Discussions regarding individual

properties especially with a specific planning application is outside the scope of this Committee. Review of planning applications happens at PACA so he will be limiting his comments and discussion on this topic. He is happy to speak with any member privately after the meeting.

Chair Hoogenboom opened the Committee discussion, members asked questions and made comments regarding the policies for small lots and regulations in the Official Plan, the definition between minor or major for a Minor Variance application, Committee needs a better understanding of the Planning processes, struggle between levels of Government and their need for more homes, percentage of lot coverage has always been a debate,

Mr. Fehr provided brief details of a Minor Variance of the Planning Act.

Chair Hoogenboom encouraged Lake Associations to take note of Planning applications on their lake and provide comments to Staff, if they have concerns. Sometimes it comes down to environmental trade offs, for instance allowing expansion if installing upgraded septic system.

Mr. Wetmore left at 11:40 a.m.

Mr. Belton noted that the housing issue doesn't play a factor as this is going to be a cottage. Official Plan took 2 years to review and update. Some very upset residents in the Indian Lake Rd area who have had issues with building a deck, enclosing a porch, etc. to close to the lake and their application did not get approved. Feelings of betrayal for this oversight, in his opinion the Planning Staff have disregarded the Official Plan that we wrote and have broken the rules.

Ms. Birenbaum mentioned that RLLAC has taken a lot of time over the last few years with considerations to protect the lakes in regards to helping update the Zoning By-Law and the sewage situation in Westport, etc. This approval has negated what RLLAC has tried to do, and the efforts taken.

Councillor Jeff Banks, noted that there are some things that RLLAC cannot stop, which is stopping the development of lots of record which this particular property is. Cannot stop all development of the lakes because the Lake Associations want us to. Mr. Banks also mentioned the Fraser case, a previous Planning application years ago that went to an OLT hearing and won. It set a precedent for the Province not just Rideau Lakes.

Mr. Watson asked for clarification of process of power, where the Official Plan sits in the chain and the relationship between the Zoning By-Law.

Mr. Fehr explained the Official Plan and Zoning By-Law are the rules for new development, applications for a permission to expand existing uses have different tests and need to be looked at it differently.

Councillor Jeff Banks left at 11:48 a.m.

CONSERVATION AUTHORITIES

Chair Hoogenboom gave the Conservation Authorities the opportunity to give any updates.

Ms. Evans, noted that if residents are interested in their tree planting program, they are doing site visits and assessments for the upcoming season.

Mr. Lalande, mentioned that last year they updated their policies, going to be an annual review of regulations. Making sure residents are aware of their shoreline planting programs. Their numbers are higher this year, so they are busy.

Chair Hoogenboom noted that if there are any updates throughout the year that is noteworthy to Lake Associations to send it to Amy who will distribute to the Committee who will in turn distribute to their membership.

Mr. Penniston left at 11:51 a.m.

Mr. Lauridsen asked about the County Agricultural designation study.

Chair Hoogenboom noted that the County mapping could be shared with the Committee by email and an update could be added to the next meeting.

Mr. Lalande left at 11:53 a.m.

MEETING DATES

Chair Hoogenboom mentioned that the next meeting is October 16, 2025 at 10:00 a.m. at the Newboro Hall.

ADJOURNMENT

Chairperson declares the Rideau Lakes Lake Association Committee Meeting adjourned at 11:55 a.m. until the next Regular Meeting.

Arie Hoogenboom
Chair

Tom Fehr
Secretary



Cataraqui
conservation

Minutes of the Full Authority Board Meeting

Date: Wednesday, June 25, 2025

Location: Hybrid Meeting
Cataraqui Conservation Administration Office Boardroom
2069 Battersea Road and Virtually through Microsoft Teams

Participants: In-Person
Paul Proderick, Loyalist Township, Chair
Don Amos, City of Kingston
Gary Oosterhof, City of Kingston, Vice Chair
Ron Sleeth, Township of South Frontenac
Wendy Stephen, City of Kingston
Corinna Smith-Gatcke, Township of Leeds and the Thousand Islands

On-line via Teams
Angela Hicks, Town of Greater Napanee
Lisa Osanic, City of Kingston
Scott Trueman, Township of South Frontenac

Regrets: Linda Carr, Township of Rideau Lakes
Jeff Earle, City of Brockville
Jake Ennis, Loyalist Township
Margaret Fancy, Township of Front of Yonge
Matt Harper, Town of Gananoque
Katherine Hobbs, City of Brockville
Matt Smith, Township of Athens

Vacancy: Township of Elizabethtown-Kitley

Staff
Participants: In-Person
David Ellingwood, General Manager
Tom Beaubiah, Manager, Conservation Lands
Donna Campbell, Assistant, Chair & General Manager
Michael Dakin, Supervisor, Development Review
Shawn Fairbank, Technologist, Water Resources
Krista Fazackerley, Supervisor, Communications & Education
Andrew Schmidt, Manager, Watershed Planning & Engineering

On-line via Teams
Rhonda Roantree, Resource Planning Clerk
Emma Stucke, Resource Planner
Brooke Wright, Resource Planner

The meeting commenced at 9:04 p.m. following a Full Authority Board Hearing and Cataaraqui Source Protection Authority meeting.

1. **Roll Call**

There were nine (9) members present. There is one vacancy in the Township of Elizabethtown-Kitley.

2. **Adoption of Agenda**

Resolution: **063-25**
Moved By: Scott Trueman
Seconded By: Wendy Stephen

That the agenda **Be Adopted** as circulated.

Carried

3. **Declaration of Conflict of Interest**

There was none.

4. **Delegation / Presentation**

There were none.

5. **Approval of Previous Minutes**

5.1. Minutes of the Cataaraqui Conservation Full Authority Board Meeting of May 28, 2025

Resolution: **064-25**
Moved By: Ron Sleeth
Seconded By: Lisa Osanic

That the minutes of the Cataaraqui Conservation Full Authority Board Meeting of May 28, 2025, **Be Approved**.

Carried

6. Business Arising

There was none.

7. Items for Consideration**7.1. General Manager's Monthly Progress Report – June 2025 (report IR-057-25)**

- Verbal Update – David Ellingwood, General Manager

Resolution: **065-25**
Moved By: Angela Hicks
Seconded By: Don Amos

That Report IR-057-25, General Manager's Monthly Progress Report – June 2025, **Be Received**.

Carried

7.2. Operating Variance to May 31, 2025, and Estimates to Year End Report (report IR-058-25)

Resolution: **066-25**
Moved By: Corinna Smith-Gatcke
Seconded By: Scott Trueman

That Report IR-058-25, Operating Variance to May 31, 2025, and Estimates to Year End Report, **Be Received**.

Carried

7.3. Wilton Road Dam – Improve Deck Access Project (PR 00368) – Tender Results (report IR-059-25)

Resolution: **067-25**
Moved By: Scott Trueman
Seconded By: Lisa Osanic

That Report IR-059-25, Wilton Road Dam – Improve Deck Access Project (PR 00368) – Tender Results, **Be Received**; and,

That the updated Detail Sheet for the Wilton Road Dam – Improve Deck Access Project (PR 00368) **Be Approved**; and,

That Kehoe Marine Construction Limited **Be Retained** for the Wilton Road Dam – Improve Deck Access Project (PR 00368) at a total cost of \$61,100.00, plus HST.

Carried

7.4. Proposed Capital Project – Bobolink Habitat Restoration – Lemoine Point Conservation Area (report IR-060-25)

Resolution: **068-25**
Moved By: Angela Hicks
Seconded By: Ron Sleeth

That Report IR-060-25, Proposed Capital Project Bobolink Habitat Restoration – Lemoine Point Conservation Area, **Be Received**; and,

Whereas Board approval is required for expenditures in excess of \$75,000 as per the Purchasing Policy; **therefore**,

That subject to confirmation of external funding an upset expenditure of \$225,000 **Be Approved**; and,

That Project PR00395 Bobolink Habitat Restoration – Lemoine Point Conservation Area, **Be Created**; and,

That Staff **Be Directed** to enter into an agreement with Loyalist Township regarding funding and implementation of the Bobolink Restoration Project as outlined in Report IR-060-25 Proposed Capital Project Bobolink Habitat Restoration – Lemoine Point Conservation Area, under the direction of the General Manager and Cataraqui Conservation Full Authority Chair, and,

That subject to the completion of a Request for Proposals process, the General Manager and Cataraqui Conservation Full Authority Chair **Be Authorized** to retain the services and execute an agreement with the successful bidder to carry out the Bobolink Restoration Project.

Carried

7.5. Proposed Capital Project – Seniors Programs (report IR-061-25)

Resolution: **069-25**
Moved By: Wendy Stephen
Seconded By: Don Amos

That Report IR-061-25, Proposed Capital Project – Seniors Programs, **Be Received**; and,

That Project PR 00394 – Seniors Programs **Be Created**.

Carried

8. Minutes (Friends and Foundation)

There were none.

9. Committee Reports

9.1. Report from Budget Review Committee meeting of June 13, 2025 (Report IR-062-25)

Resolution: **070-25**
Moved By: Don Amos
Seconded By: Gary Oosterhof

That report IR-062-25, Report from Budget Review Committee Meeting of June 13, 2025, **Be Approved**.

Carried

10. Announcements or Inquiries / Information

10.1. Report on Communications (IR-063-25)

Resolution: **071-25**
Moved By: Angela Hicks
Seconded By: Lisa Osanic

That report IR-063-25, Report on Communications, **Be Received.**

Carried

11. Motions / Notice of Motion

There were none.

12. In Camera Session

An In-Camera Session was not required.

13. Return to Open Session

Not required.

14. Adjournment

The meeting adjourned at 9.31 p.m. on motion by Don Amos, seconded by Wendy Stephen.

Cataraqui Region Conservation Authority

David Ellingwood, General Manager

Paul Proderick, Chair

BY-LAW NUMBER 2025-107**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

BEING a By-Law to Authorize the Entering into a Land Lease Agreement with His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation.

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

AND WHEREAS the Council reviewed Report RDS-2025-24 and concurs with the recommendation to pass a By-Law to enter into a Land Lease Agreement with the Ministry of Transportation (MTO);

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule 'A', with the Ministry of Transportation (MTO) for the Crosby Patrol Yard.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 2nd day of September, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

LAND LEASE

This Land Lease made as of the _____ day of _____, 20_____.

BETWEEN:

**HIS MAJESTY THE KING in right of the Province of Ontario
as represented by the Minister of Transportation**

(hereinafter called the "Landlord")

AND:

The Corporation of the Township of Rideau Lakes

(hereinafter called the "Tenant")

(together "the Parties")

WHEREAS the Tenant intends to lease a portion of the Landlord's Crosby Patrol Yard (the "Lands" as defined herein) for the purpose of providing municipal maintenance services;

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby contained and acknowledged), the parties hereto covenant and agree to the following terms and conditions:

ARTICLE I - LEASE SUMMARY

1.01 Lease Summary

The following is a summary of some of the basic terms of this Lease, which are elaborated upon in the balance of this Lease.

- (a) Lands: those lands having the legal descriptions set out in Appendix "A" attached hereto, together with all Improvements located thereon. The parties may add to or delete from the lands stated in Appendix "A" by the exchange of written notices to the same effect.
- (b) Term: May 1, 2025 to April 30, 2032, subject to early termination.

- (c) Commencement Date: May 1, 2025
- (d) Expiry Date: April 30, 2032
- (e) Basic Rent: One Dollar (\$1) per annum.
- (f) Address for Service of Notice on Tenant:

Township of Rideau Lakes
1439 County Rd 8
Delta, Ontario
K0E 1G0

Attention: Mary Ellen Truelove

Telephone: 1-800-928-2250 ext.293
Facsimile: (613) 928-3097

- (g) Address for Service of Notice and Payment of Rent on Landlord:

Ministry of Transportation
1355 John Counter Blvd.
Kingston, Ontario
K7L 5A3

Attention: Franca Sacchetti
Director, Operations East
Telephone: (647) 638-5359
Email: Franca.Sacchetti@ontario.ca

1.02 Use of Lands

Use of the Lands permitted by this Lease includes the storage and Minor Repair (as defined in section 2.14 of this Lease) of municipal road maintenance vehicles. Other uses may be permitted with prior written approval from the Landlord.

ARTICLE II - DEFINITIONS

When used in this Lease, the following words or expressions have the meaning hereinafter set forth:

- 2.01 "Additional Rent"** means any and all sums of money or charges required to be paid by the Tenant under this Lease (except Basic Rent) whether or not the same are designated "Additional Rent".

- 2.02 "Architect"** means the architect designated from time to time by the Landlord.
- 2.03 "Authority"** means any governmental authority, board, agency, body or commission, whether federal, provincial or municipal, having or claiming jurisdiction over the Lands, and "Authorities" means all such authorities, boards, agencies, bodies or commissions.
- 2.04 "Basic Rent"** means the annual rent payable by the Tenant, such amount referred to in Section 1.01(e), pursuant to and in the manner set out in Section 5.02.
- 2.05 "Commencement Date"** means the date referred to in Section 1.01(c).
- 2.06 "Environmental Contaminant"** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause an adverse effect.
- 2.07 "Existing Environmental Conditions"** means the existing environmental conditions affecting the Lands including the presence of Environmental Contaminants effective on the Commencement Date as set out in the documents listed in Appendix "B". All documents listed in Appendix "B", shall form part of this Lease.
- 2.08 "Expiry Date"** means the date set out in Section 1.01(d).
- 2.09 "Governmental Authorization"** means any approval, authorization, consent, waiver, variance, exemption, exception, license, filing, registration, permit, notarisation, special lease or other requirement of any federal, provincial, regional or local governmental, quasi-governmental, judicial, public or statutory authority, commission, tribunal, agency, department, ministry, body or entity which shall be necessary to proceed with the activity.
- 2.10 "Guarantor"** means the company validly incorporated under the laws of the Province of Ontario, identified as the "Guarantor" in the Guarantee, as therein defined, attached as Appendix "C" of this Lease.
- 2.11 "Improvements"** means any buildings, erections, alterations, structures, fixtures, improvements, facilities or other appurtenances at any time upon the Lands other than trade fixtures as referred to in Section 12.02.
- 2.12 "Lands"** means the lands identified in Section 1.01(a), having the legal description set out in Appendix "A" attached hereto, together with all Improvements located thereon.
- 2.13 "Lease", "this Lease", "the Lease", "hereto", "hereof", "herein", "hereby", "hereunder"**, and similar expressions mean this Land Lease, together with all

Appendices and any documents referenced therein.

- 2.14 "Minor Repair"** means repairs that can be conducted safely and excludes painting/spray painting activities, welding, sandblasting, automotive bodywork, bulk storage of flammables outside suitably installed flammable storage cabinets, solvent parts cleaning equipment, major engine tune-ups or repairs, transmission/clutch repairs, chassis or suspension repairs, exhaust system repairs, brake system repairs other than slack adjustments and air conditioner servicing. Any repair not listed above must also be allowed under the Ontario Building Code and Occupational Health and safety Act.
- 2.15 "MECP"** means the Ministry of Environment, Conservation and Parks;
- 2.16 "Patrol Yard"** means a separate property identified in Appendix "A".
- 2.17 "Person"** means, if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof.
- 2.18 "Proceeding"** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.
- 2.19 "Rate of Interest"** means the rate of interest per annum prescribed by the Minister of Finance from time to time for accounts payable.
- 2.20 "Realty Taxes"** means real property taxes, rates, duties and assessments (including local improvement taxes), impost charges or levies (referred to collectively as "real property taxes"), that are levied, rated, charged or assessed against the Lands or any part of it from time to time by a taxing Authority, and any taxes or other amounts (including grants in lieu of Taxes) that are imposed instead of, or in addition to, real property taxes, whether similar or not and whether in existence at the Commencement Date or not.
- 2.21 "Rent"** means the aggregate of Basic Rent and Additional Rent.
- 2.21 "Rental Year"** means a period of time for the first Rental Year commencing as of the Commencement Date and except for the purposes of Article VI and its related Sections and Articles, ending on April 30th of the following calendar year in which the Commencement Date shall occur and, thereafter, each Rental Year shall consist of consecutive periods of twelve (12) calendar months ending in each case on April 30th. For the purposes of Article VI and related Sections and Articles, the Rental Year shall be the calendar year.
- 2.22 "Sales Taxes"** means, collectively and individually, all sales taxes, value-added taxes, multi-stage taxes, business transfer taxes and any other taxes imposed on

the Tenant in respect of the Rent payable by the Tenant under this Lease.

- 2.23 "Stipulated Rate"** means the rate of interest per annum that is the lesser of: (a) five (5) percentage points more than the Rate of Interest; and (b) the maximum rate permitted by law.
- 2.24 "Term"** means the period of time referred to and described in Section 1.01(b), starting on the Commencement Date and terminating on the Expiry Date, subject to earlier termination pursuant to the terms hereof.
- 2.25 "Utilities"** means all gas, electricity, water, sewer, steam, fuel oil, power, signal equipment and other utilities supplied to the Lands.

ARTICLE III - INTENT AND INTERPRETATION

3.01 Net Lease

This Lease is a completely net and carefree lease to the Landlord and, subject to Section 11.01 and except as expressly herein set out, the Landlord is not responsible during the Term for any expense and obligation of any nature whatsoever arising from or relating to the Lands. Without limiting the generality of the foregoing, the Tenant leases the Lands on an "as is" basis and shall be responsible for all expenses and obligations associated with the use and enjoyment of the Lands, including all rights of access thereto, the provision of a water supply to the Lands and the installation of a sewage disposal system serving the Lands, as the case may be, if required by the Tenant.

3.02 Intent

It is acknowledged and agreed upon by the Tenant that the Lands being leased to the Tenant under this Lease are being provided for the sole purpose of providing municipal road maintenance services to The Township of Rideau Lakes and in the event that the Tenant is no longer providing such services, this Lease shall expire or be cancelled as the case may be. The Tenant shall have no right to continue to lease the Lands.

ARTICLE IV - GRANT AND TERM

4.01 Lands

The Landlord leases to the Tenant and the Tenant leases from the Landlord, the Lands in an "as is" condition (including the documented Existing Environmental Conditions), for and during the Term, commencing on the Commencement Date. The Tenant acknowledges and agrees that the title to the Lands is subject to all encumbrances registered against, or otherwise affecting, the Lands as of the Commencement Date and agrees to accept the Lands subject to any such encumbrances, providing same do not

materially affect the normal operations of the Tenant's use of the Lands in accordance with this Lease.

4.02 Easements

It is agreed by and between the Landlord and Tenant that the Landlord and its authorized agents, employees or servants shall have the right to grant easements and perform works of any nature and kind on the Lands, provided that the installation and construction related to such easements and works will not materially interfere with the normal operation of the Lands. The Landlord will repair or reinstate that portion of the Lands affected by such installation and construction to a condition equivalent to that condition existing immediately prior to the commencement of such construction and installation.

4.03 Exclusions

It is agreed by and between the Landlord and the Tenant that at the Crosby Patrol Yard identified in Appendix "A":

- (i) the Tenant shall be excluded from access to and the use of east portion of garage building including, but not limited to, the two (2) easterly bays of the garage building, all office space and washroom facilities. The Landlord and its authorized agents, employees or servants shall have the right to access and use these identified areas or the right to grant access and use of these identified areas to another agency;
- (ii) the Tenant shall be excluded from access to and use of the east portion of the Crosby patrol yard identified as Part A in Appendix "C". The Landlord and its authorized agents, employees or servants shall have the right to access and use this identified area or the right to grant access and use of this identified area to another agency; and
- (iii) irrespective of these exclusions, the Tenant shall continue to be solely responsible for all expenses and obligations associated with the use and enjoyment of the area designated for The Township of Rideau Lakes at the Crosby patrol yard.

ARTICLE V - RENT

5.01 Covenant to Pay

The Tenant shall pay the Rent in Canadian funds, without deduction, abatement, set-off or compensation whatsoever as herein provided.

5.02 Basic Rent

From and after the Commencement Date, the Tenant shall pay to the Landlord as Basic

Rent, the annual amount payable in equal and consecutive annual instalments, as set out in Section 1.01(e), ~~in advance of~~ May 1 of each year during the Term, at the address set out in Section 1.01(g) or at such other place designated by the Landlord.

5.03 Sales Taxes

In addition to the Rent payable hereunder, the Tenant will pay to the Landlord (acting as agent for the taxing authority if applicable) or directly to the taxing authority (if required by the applicable legislation) the full amount of all Sales Taxes. Sales Taxes so payable by the Tenant: (i) will be calculated and paid in accordance with the applicable legislation; and (ii) despite anything else in this Lease, will be considered not to be Rent, but the Landlord will have all of the same remedies for and rights of recovery with respect to such amounts as it has for non-payment of Rent under this Lease or at law.

5.04 Overdue Rent

If the Tenant defaults in the payment of Rent, the unpaid Rent shall bear interest from the due date to the date of payment at the Stipulated Rate in force on the due date.

ARTICLE VI - TAXES

6.01 Business Taxes

The Tenant shall pay to the relevant taxing Authority, as and when the same are due and payable, all taxes charged in respect of any business conducted on, or any use or occupancy of, the Lands.

6.02 Realty Taxes

The Landlord shall be responsible for and shall pay to the relevant taxing authority as and when they become due, all Realty Taxes charged against the Lands.

ARTICLE VII - ENVIRONMENTAL CONTAMINATION

7.01 No Environmental Contaminant

The Tenant shall not permit the presence of any Environmental Contaminant on the Lands exceeding the Existing Environmental Conditions, except if such is required for the Tenant's use of the Lands in its performance of municipal road maintenance services and then only if: (i) the Tenant is in strict compliance with all relevant Authorities, including, without limitation, environmental, land use, occupational health and safety laws, regulations, requirements, permits and by-laws; and (ii) the Tenant complies with the Environmental Contaminant storage and handling requirements set out in all applicable

federal, provincial or municipal laws, by-laws, codes, orders, rules, policies or statutes existing at the time of the storage or handling. The Tenant acknowledges that it has reviewed and received a copy of each of the documents listed in Appendix "B".

7.02 Notice of Environmental Contaminant

Each party shall notify the other immediately in the event that either party receives notice of any violation of any environmental legislation or by-law or that any order of an administrative tribunal or any Authority is made or is proposed to be made against the party giving notice in respect of any Environmental Contaminant in or on the Lands, and to notify the other immediately in the event of any discharge, release or discovery of any Environmental Contaminant in or on any part of the Lands.

ARTICLE VIII - UTILITIES

8.01 Utilities

The Tenant shall pay directly to the Landlord 50% of the cost of any Utilities supplied to the Lands.

8.02 Intention of Supply of Utilities

The Landlord is not liable for the supply of, or the interruption or cessation of, or the failure in the supply of, Utilities, services or systems, including sewage disposal systems in, to or serving the Lands.

ARTICLE IX - USE OF THE LANDS

9.01 Use of the Lands

The Tenant shall use the Lands solely for the purpose stated in Section 1.02, in a good and reputable manner. The Landlord covenants with the Tenant for quiet enjoyment.

9.02 Tenant's Improvements

The Tenant shall install and maintain on the Lands, at all times during the Term, Improvements adequate and appropriate for the intended use, as defined in Section 1.02, to be conducted on the Lands, all of which shall be kept in good order and condition. The Tenant shall not remove any trade fixtures or other contents from the Lands during the Term except in the ordinary course of business or for the purpose of replacing them with others at least equal in value and function to those being removed.

9.03 Prohibitions

The Tenant shall not:

- (i) cause or permit any waste disposal or damage to the Lands or Improvements, or to the fixtures or equipment contained therein;
- (ii) use or permit to be used any part of the Lands for any dangerous, noxious or offensive activity;
- (iii) do or bring anything or permit anything to be done or brought on or about the Lands which the Landlord may reasonably deem to be hazardous; and
- (iv) allow any hazardous or non-hazardous waste to accumulate in or about the Lands;

without the appropriate Governmental Authorization and prior written consent from the Landlord.

9.04 Compliance with Laws

The Tenant shall be solely responsible for obtaining all necessary Governmental Authorizations to permit the Tenant to occupy the Lands for the intended use, as defined in Section 1.02. The Tenant shall also comply, at its sole cost and expense, with the *Ontario Fire Code*, O.R. 388/97, as amended, and all applicable laws respecting such use, condition and occupation of the Lands, any Environmental Contaminant, and all fixtures, equipment and Improvements located thereon. The Tenant is not responsible for breaches of or non-compliance with such applicable laws which occurred prior to the Commencement Date.

9.05 Storage of Fuel

The Tenant shall not store any fuel on the Lands.

ARTICLE X - INSURANCE AND INDEMNITY

10.01 Tenant's Insurance

- a. The Tenant agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Tenant would maintain including, but not limited to, the following:
- b. commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000.00 (five million dollars) per occurrence, \$5,000,000.00 (five million

dollars) products and completed operations aggregate. The policy is to include the following:

- i. the Landlord and all of its agents, employees, contractors as additional insureds with respect to liability arising in the course of performance of the Tenant's obligations under, or otherwise in connection with, the Lease;
 - ii. contractual liability coverage;
 - iii. cross-liability clause;
 - iv. 30 day written notice of cancellation, termination or material change;
 - v. tenants legal liability coverage; and,
- c. property insurance for all building and any improvements on the leased premises to a limit commensurate to the full replacement cost value of the buildings on an all-risk or special perils basis, including the following policy endorsements:
 - i. replacement cost value
 - ii. stated amount co-insurance or blanket limit
 - iii. the Landlord and all of its agents, employees, contractors as additional insureds
 - iv. 30 day written notice of cancellation, termination or material change;
- d. any other form of insurance as the Landlord, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent tenant would insure.

10.0.2 Proof of Insurance.

- a. Concurrently with execution and delivery of the Lease by the Tenant, the Tenant shall provide the Landlord with certificates of insurance, or other proof as may be requested by the Landlord, that confirms the insurance coverage as provided for in Section 10.01, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Landlord, a copy of each insurance policy shall be made available to it. The Tenant shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract in relation to this Lease.
- e. If the Tenant fails to maintain in force, or pay any premiums for any insurance required to be maintained by the Tenant hereunder, or if the Tenant fails from time to time to deliver to the Landlord satisfactory proof of the good standing of any such insurance or the payment of premiums therefore, then the Landlord, without prejudice to any of its other rights and remedies hereunder, shall have the right, but not the obligation, to effect such insurance on behalf of the Tenant and the cost

thereof and all other reasonable expenses incurred by the Landlord in that regard shall be paid by the Tenant to the Landlord as Additional Rent forthwith upon demand.

10.03 Tenant Participation in Proceedings.

The Tenant shall, at its expense, to the extent requested by the Landlord, participate in or conduct the defence of any Proceeding against any Indemnified Parties and any negotiations for their settlement. The Landlord may elect to participate in or conduct the defence of any such Proceeding by notifying the Tenant in writing of such election without prejudice to any other rights or remedies of the Landlord under the Lease, Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Tenant shall not enter into any settlement unless it has obtained the prior written approval of the Landlord. If the Tenant is requested by the Landlord to participate in or conduct the defence of any such Proceeding, the Landlord agrees to co-operate with and assist the Tenant to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Landlord conducts the defence of any such Proceedings, the Tenant agrees to co-operate with and assist the Landlord to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Lease.

10.02 Landlord's Non-Liability

The Tenant agrees that the Landlord shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on or about the Lands, no matter how the same shall be caused and whether or not resulting from or contributed to by the negligence of the Landlord, its servants, agents, employees, contractors or Persons for whom the Landlord is in law responsible.

10.03 Indemnification of the Landlord

The Tenant shall indemnify and save harmless the Landlord and all of its agents, employees, contractors and those for whom the Landlord is, in law, responsible from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising, directly or indirectly, from or out of this Lease, or any occurrence at the Lands, or the occupancy or use by the Tenant of the Lands, or any part thereof. If the Landlord, its agents, employees or contractors shall be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord, its agents, employees or contractors, as applicable, harmless and shall pay all costs, expenses and legal fees incurred or paid by the Landlord in connection with such litigation.

ARTICLE XI - MAINTENANCE, REPAIRS AND IMPROVEMENTS

11.01 Maintenance and Repairs by the Tenant

The Tenant shall, at all times during the Term, at its sole cost and expense: (i) keep and maintain the Lands and any Improvements thereon in a clean and good condition and state of repair at least to the condition existing on the Commencement Date and in respect of Environmental Contaminants, at a level which does not exceed the Existing Environmental Conditions; and (ii) make all needed repairs and replacements in a good and workmanlike manner with due diligence, in accordance with all applicable requirements of any relevant Authority, including the payment of all fees related to permits, testing, pumping and maintenance of all appurtenances on the Lands, including, but not limited to: oil water separators, septic systems, used oil reservoirs. The Tenant is responsible for non-capital repairs and replacements and for any repairs necessitated by damage resulting from any act or failure to act by the Tenant. The Landlord is responsible for capital repairs and replacements. The Tenant shall maintain the temperature of the garage area at a level suitable to its intended function, with respect to ambient conditions, at all times.

11.02 Landlord's Approval of Tenant's Improvements

- a) The Tenant shall not make or install any Improvements to the Lands without the Landlord's prior written consent, which consent shall not be unreasonably withheld.
- b) With its request for consent, the Tenant shall submit to the Landlord details of the proposed Improvements, including plans and specifications prepared by qualified architects or engineers.
- c) The Improvements shall be completed at the Tenant's expense in accordance with the plans and specifications approved in writing by the Landlord, in a good and workmanlike manner and in compliance with the Landlord's reasonable requirements and all applicable requirements of any relevant Authority. The Tenant shall, prior to commencing the Improvements, obtain, at its sole cost and expense, all necessary permits and licenses from any relevant Authority.
- d) If the Tenant performs any such Improvements without compliance with all of the provisions of this Section 11.02, the Landlord shall have the right to require the Tenant to remove such Improvements forthwith, at the Tenant's expense, and to restore the Lands to their prior condition.

11.03 Repair According to Landlord's Notice

The Landlord, or any Persons designated by it, shall have the right to enter the Lands at any reasonable time to view the state of repair and condition of the Lands and

Improvements, and the Tenant shall promptly perform any maintenance, repairs or replacements according to the Landlord's notice and the Tenant's obligations hereunder.

11.04 Notice by Tenant

The Tenant shall give immediate notice to the Landlord of any accident, defect or damage to any part of the Lands or Improvements which comes to the attention of the Tenant or any of its employees or contractors, notwithstanding the fact that the Landlord may not have any obligation in respect of the same.

11.05 Ownership of Improvements

All Improvements shall immediately become the property of the Landlord upon installation, but without the Landlord thereby accepting any responsibility in respect of the maintenance, repair or replacement thereof.

11.06 Construction Liens

The Tenant shall make all payments and take all steps as may be necessary to ensure that no lien is registered against the Lands as a result of any work, services or materials supplied to the Tenant or the Lands at the Tenant's request. The Tenant shall cause any such registrations to be discharged or vacated immediately after notice from the Landlord, or within ten (10) days after the Tenant receives notice of such registration, whichever is earlier. The Tenant shall indemnify and save harmless the Landlord from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Tenant or the Lands at the Tenant's request. If the Tenant fails to cause any such registration to be discharged or vacated as aforesaid then, in addition to any other rights of the Landlord, the Landlord may, but shall not be obliged to, discharge the same by paying the amount claimed into court, and the amounts so paid and all costs incurred by the Landlord, including legal fees and disbursements, shall be paid by the Tenant to the Landlord as Additional Rent forthwith upon demand.

ARTICLE XII - END OF TERM

12.01 Vacating of Possession

Forthwith upon the expiry or earlier termination of the Term, the Tenant shall, at its own expense, deliver to the Landlord vacant possession of the Lands leaving the Lands in such condition in which the Tenant is required to keep them during the Term and shall be responsible for the removal of any Environmental Contaminants exceeding the Existing Environmental Conditions, as per Section 12.05. Additionally at the expiry of the Term, the Tenant shall at its own expense be responsible for the pumping and cleaning of the following appurtenances: Oil/Water Separators, Septic Systems, and the Waste Oil

Storage reservoirs. The final pumping/cleaning shall, if available, follow manufacturers direction.

12.02 Removal of Trade Fixtures

Provided the Tenant has paid all Rent and is not otherwise in default hereunder, at the expiry or earlier termination of the Term, the Tenant shall remove its trade fixtures and repair all damage resulting from the installation or removal of such trade fixtures. If at the expiry or earlier termination of the Term, the Tenant does not remove its trade fixtures or any of its other property on the Lands, the Landlord shall have no obligation in respect thereof and may sell or destroy the same or have them removed or stored at the expense of the Tenant or, at the option of the Landlord, such trade fixtures or property shall become the absolute property of the Landlord without any compensation to the Tenant.

12.03 Removal of Improvements

Notwithstanding that the Improvements may become the property of the Landlord upon installation, at the expiry or earlier termination of the Term, the Tenant may remove any Improvements installed by the Tenant and shall remove any or all of such Improvements installed by the Tenant, as required by the Landlord, and in so doing shall restore the Lands to their condition prior to the installation and removal of such Improvements.

12.04 Overholding by Tenant

If the Tenant remains in possession of all or any part of the Lands after the expiry of the Term with the consent of the Landlord but without any further written agreement, this Lease shall not be deemed thereby to have been renewed and the Tenant shall be deemed to be occupying the Lands as a monthly tenant on the same terms and conditions set forth in this Lease insofar as they are applicable to a monthly tenancy except the monthly Basic Rent shall be twice the monthly Basic Rent payable during the last twelve (12) months of the Term, or renewal term, as the case may be.

12.05 Tenant's Liability for Environmental Contaminants

- a) Upon the expiry or termination of this Lease or the vacating of possession of any of the Lands by the Tenant, the Landlord, or its agent, shall, immediately and at its own expense, order an environmental study to determine the environmental conditions affecting the Lands, including the presence of Environmental Contaminants, as of that date. A copy of the report generated shall be provided to the Tenant in the event that there is any exceedance of the Existing Environmental Conditions.
- b) Notwithstanding the expiry or termination of this Lease, the Tenant shall have full liability and responsibility in terms of both cost and undertaking for any remedial work resulting from any Environmental Contaminant which is found or discovered in, on, or at Lands on or before the expiry or termination of this Lease and which exceeds the Existing Environmental Conditions as described in the documents listed in Appendix "B". In connection therewith the Tenant shall be responsible for the

management, removal, off-site storage and/or disposal of any Environmental Contaminant discovered in, on or at the Lands whether or not resulting from any act, omission or negligence of the Tenant or those for whom it is, in law, responsible.

- c) The Landlord will not hold the Tenant liable for surface or groundwater concentrations in excess of the *Safe Drinking Water Act, 2002, S.O. 2002, c.32*, and the regulations thereunder for sodium, chloride, and manganese, provided exceedances of such objectives already exist at the site as indicated by the Existing Environmental Conditions.
- d) The Landlord reserves the right to seek damages from the Tenant for remediation of potable water where testing reveals concentrations in excess of the *Safe Drinking Water Act, 2002, S.O. 2002, c.32*, and the regulations thereunder, for parameters where concentrations in excess of such objectives were not found to be present in the water at the site as indicated by the Existing Environmental Conditions.
- e) All remedial work shall be undertaken and completed in accordance with a site remediation plan acceptable to the Landlord and otherwise consistent with the *Guidelines for Use at Contaminated Sites in Ontario* published by the MOE or such other guidelines as then may be in effect. In addition, all remedial work shall be implemented fully in accordance with the requirements of all applicable laws, by-laws, regulations, codes, standards, guidelines, agreements or requirements of the MOE and all Authorities.
- f) If any remedial work is necessary, the Tenant shall deliver evidence satisfactory to the Landlord that such work has been undertaken and completed in accordance with the requirements of the preceding subsection.

12.06 Movables Left On Lands

Upon the expiry or earlier termination of the Term, any and all chattels or movables left by the Tenant upon the Lands shall become the property of the Landlord, excepting any Environmental Contaminants and excepting any chattel or movable for which the Landlord provides written notice regarding the same, within sixty (60) days of the expiry or earlier termination of the Term, following which notice the Tenant must forthwith remove the said chattel or movable. If the Tenant fails to remove any such chattel or movable forthwith following notice, the Landlord may remove the same at the cost of the Tenant and may dispose of or destroy the chattel or movables at the cost of the Tenant.

ARTICLE XIII - DAMAGE AND DESTRUCTION

13.01 General

If, during the Term, any Improvements, or any part thereof, are, in the sole opinion of the Architect, destroyed or damaged by any cause whatsoever so as to render the Lands substantially or wholly unfit for occupancy by the Tenant for the purpose stated in Section 1.02, then and so often as the same shall happen, the following provisions shall have

effect:

(a) Significant Destruction to Improvements

If the Improvements are, in the opinion of the Architect, incapable of being repaired and restored with reasonable diligence within sixty (60) days of the date of such destruction or damage (the "Date of Damage"), then the Landlord may unilaterally amend this Lease such that the damaged property or properties will no longer form a part of this Lease by written notice given to the Tenant within thirty (30) days of the Date of Damage. In the event of such notice being so given:

- (i) the Basic Rent and Appendix "A" of this Lease shall be amended accordingly and the properties designated in the above notice (the "Designated Properties") shall no longer form a part of this Lease as of the Date of Damage; the Tenant shall remain liable for all Rent accrued up to the Date of Damage;
- (ii) the Tenant shall immediately surrender the Designated Properties and all of its interests herein to the Landlord;
- (iii) all Rent for the Designated Properties shall be apportioned and shall be payable by the Tenant only to the Date of Damage; and
- (iv) the Landlord may re-enter and re-possess the Designated Properties;

but if, within the said period of thirty (30) days, the above notice has not been given, then, upon the expiration of the said period or if the Landlord does not elect to give such notice, the Landlord shall, with reasonable promptitude, proceed to repair and restore the Improvements to their condition as of the Commencement Date. In the event that the Landlord does not elect to give such notice in accordance with this Subsection 13.01(a), Rent shall abate in proportion to the portion of the Lands rendered untenable by such damage or destruction as determined by the Architect, from the Date of Damage to the date which is thirty (30) days following the date that the Landlord has restored the Improvements to their condition as of the Commencement Date. In the event that the above notice is given in accordance with this Subsection 13.01(a), the Landlord hereby reserves any and all rights to indemnification by the Tenant which it may have as a result of any breach of covenant by the Tenant arising prior to the Date of Damage.

(b) Rebuilding/Repairing Improvements

If, in the opinion of the Architect, the Improvements are capable with reasonable diligence of being rebuilt and/or repaired and restored within sixty (60) days of the Date of Damage, then the Landlord shall rebuild and/or repair and restore the Improvements with all reasonable speed to their condition as of the Commencement Date. Rent shall abate in proportion to the portion of the Improvements rendered untenable by such damage or destruction as determined by the Architect, from the Date of Damage to the date which is thirty (30) days following the date that the Landlord has restored the Improvements to their condition as of the Commencement Date.

13.02 Restoration of Improvements

If there is damage or destruction to the Improvements and the above notice is not given pursuant to the provisions of this Article XIII, the Landlord, in performing its repairs as required hereby, shall not be obliged to repair or rebuild in accordance with plans or specifications for the Improvements as they existed as of the Commencement Date but, rather, may repair or rebuild in accordance with any plans and specifications chosen by the Landlord in its sole discretion, providing the Improvements remain suitable for the Tenant's use in accordance with this Lease.

13.03 Decision of Architect Binding

The decision of the Architect as to the time within which the damage or destruction to the Improvements can or cannot be repaired, the extent of the damage, or the state of tenantability of the Lands for the purpose stated in Subsection 1.02, as the case may be, shall be final and binding upon the parties.

13.04 Exception

Notwithstanding Section 13.01, if the Improvements are, in the opinion of the Architect, incapable of being repaired and restored with reasonable diligence within sixty (60) days of the date of such destruction or damage (the "Date of Damage"), and the Tenant possesses a valid insurance policy to cover the full replacement cost of the Improvements including the Landlord's interests, and the Tenant's insurer provides acknowledgement to the Landlord that the insurer will cover such costs, then the Tenant shall decide whether or not the Improvements are to be repaired and restored to their condition as of the Commencement Date. The Tenant shall provide written notice to the Landlord of its decision within thirty (30) days of the Date of Damage. If the Tenant decides not to repair and restore the Improvements, the Landlord shall receive the proceeds of the insurance policy to the extent of the Landlord's interests in accordance with Clause 10.01(a)(ii) of this Lease.

ARTICLE XIV - ASSIGNMENT AND SUBLETTING

14.01 Tenant not to Transfer

The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Lands, or mortgage or encumber this Lease or the Lands or any part thereof, or suffer or permit the occupation of, or part with or share possession of all or any part of the Lands (whether by way of concessions, franchises, licenses or otherwise), by any Person (all of the foregoing being collectively referred to in this Article XIV as a "Transfer", and the Person to whom the Lands is transferred is referred to as the "Transferee"), without the prior written consent of the Landlord, which may be arbitrarily and unreasonably withheld. The consent by the Landlord to any Transfer, if granted, shall not constitute a waiver of

the necessity for such consent to any subsequent Transfer. Any document or consent evidencing such Transfer, if permitted or consented to by the Landlord, shall be prepared by the Landlord or its solicitors, and all legal costs with respect thereto shall be paid by the Tenant to the Landlord as Additional Rent forthwith upon demand. Any consent by the Landlord shall be subject to the Tenant causing any such Transferee to promptly provide financial information to the Landlord and a consent for the Landlord to do a credit search in respect of the Transferee, and to execute an agreement directly with the Landlord agreeing to be bound by all of the terms, covenants and conditions contained in this Lease. Notwithstanding any such Transfer permitted or consented to by the Landlord, the Tenant shall be jointly and severally liable with the Transferee and shall not be released from performing any of the terms, covenants and conditions of this Lease.

14.02 Landlord's Option

Notwithstanding the other provisions contained in this Article XIV, after the Landlord receives a request for consent to a Transfer with the information herein required, it shall have the option, to be exercised by notice to the Tenant within fifteen (15) days after the receipt of such request, information and agreement, to terminate this Lease effective as of the date on which the proposed Transfer by the Tenant was proposed to occur. If the Landlord elects to terminate this Lease as aforesaid, the Tenant shall have the right, to be exercised by written notice to the Landlord within ten (10) days after receipt of such notice of termination, to withdraw the request for consent to the Transfer, in which case, the Tenant shall not proceed with such Transfer, the notice of termination shall be null and void and this Lease shall continue in full force and effect.

14.03 No Advertising of Lands

The Tenant shall not advertise this Lease or all or any part of the Lands or the business or fixtures therein for sale without the Landlord's prior written consent.

14.04 Assignment by the Landlord

In the event of the sale, lease or disposition by the Landlord of the Lands or any part thereof, or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that the purchaser or assignee thereof assumes the covenants and obligations of the Landlord hereunder, the Landlord shall, thereupon and without further agreement, be freed and relieved of all liability with respect of such covenants and obligations.

ARTICLE XV - REGISTRATION

15.01 Registration

The Tenant shall not register this Lease on the title to the Lands or any short form or

notice hereof except in such form as has been approved by the Landlord in writing, the Tenant agreeing to pay the Landlord's reasonable expenses, including legal fees, of such approval. The Tenant shall forthwith provide to the Landlord a duplicate registered copy of any short form or notice of this Lease or other document registered on title.

ARTICLE XVI - DEFAULT

16.01 Default and Right to Re-Enter

The Tenant shall be deemed to be in default if and whenever:

- a) the Tenant fails to pay any Rent within five (5) days after the Tenant receives notice of such non-payment;
- b) the Tenant fails to observe or perform any obligation of the Tenant, other than payment of Rent, and fails to rectify such default within ten (10) days after the Tenant receives notice of such default, or fails to commence to rectify such default within such ten-day period where such default reasonably requires more than ten (10) days to rectify;
- c) the Tenant or any Person occupying the Lands or any part thereof becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise;
- d) a receiver or a receiver and manager is appointed for all or a portion of the Tenant's property;
- e) any steps are taken or any action or proceeding is instituted for the dissolution, winding-up or liquidation of the Tenant or its assets;
- f) the Tenant makes a sale in bulk of any of its assets, wherever situated (other than a bulk sale made to an assignee or sublessee pursuant to a permitted Transfer hereunder and pursuant to the *Bulk Sales Act*, R.S.O. 1990, c.B.14, as amended);
- g) the Tenant abandons or attempts to abandon the Lands;
- h) any of the Lands are used by any Persons other than such as are entitled to use them hereunder;
- i) the Tenant effects a Transfer of all or any part of the Lands except in a manner permitted by this Lease; or
- j) this Lease or any of the Tenant's assets are taken under any writ of execution;

and the then current Rent shall be forthwith due and payable and the Landlord, in addition to any other rights or remedies it has pursuant to this Lease or by law, has the immediate right to terminate this Lease or to re-enter the Lands and it may repossess the Lands and may expel all persons and remove all property from the Lands and such property may be removed and sold or disposed of by the Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant.

16.02 Right to Relet

- a) In the event of the Tenant's default, the Landlord as agent of the Tenant, may relet the Lands and take possession of any furniture, fixtures, equipment or other property thereon and, upon giving notice to the Tenant, store the same at the expense and risk of the Tenant or sell or otherwise dispose of the same at a public or private sale without further notice, and to make Improvements to the Lands to facilitate their reletting and to apply the net proceeds of the sale of any furniture, fixtures, equipment, or other property or from the reletting of the Lands, less all expenses incurred by the Landlord in making the Lands ready for reletting and in reletting the Lands, on account of the Rent due and to become due under this Lease, and the Tenant shall be liable to the Landlord for any deficiency and for all such expense incurred by the Landlord as aforesaid; nothing done by the Landlord shall be construed as an election to terminate this Lease unless written notice of such termination is given by the Landlord to the Tenant.
- b) Upon each such reletting, all Rent received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting and of costs of such Improvements and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future Rent as the same becomes due and payable hereunder. If such Rent received from such reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency which shall be calculated and paid monthly in advance on or before the first day of each and every month.

16.03 Right to Terminate

If the Landlord at any time terminates this Lease for any breach by the Tenant, it may recover from the Tenant all damages it incurs by reason of such breach, including the cost of recovering the Lands, solicitor's fees (on a solicitor-and-his-own-client basis) and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid pursuant to this Lease for the remainder of the Term over the then reasonable rental value of the Lands for the remainder of the Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

16.04 Landlord may Cure the Tenant's Default or Perform the Tenant's Covenants

The Landlord may, but is not obligated to, pay any amounts or charges required to be paid by the Tenant pursuant to this Lease, if the Tenant has not paid such amounts after five (5) days' notice by the Landlord of any such amount. If the Tenant is in default in the performance of any obligations hereunder (other than the payment of Rent), the Landlord

may from time to time after giving at least ten (10) days' notice (or without notice in the case of an emergency), perform or cause to be performed any or part of such obligations, and for such purpose may do such things as may be required including, without limitation, entering upon the Lands and doing such things upon or in respect of the Lands or any part thereof as the Landlord reasonably considers necessary. All expenses incurred and expenditures made pursuant to this Section 16.04 shall be paid by the Tenant as Additional Rent, or otherwise as may be the case, forthwith upon demand. The Landlord shall have no liability to the Tenant for any loss or damage resulting from any such action or entry by the Landlord upon the Lands and the same is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease.

16.05 Costs

The Tenant shall pay to the Landlord, forthwith upon demand, all costs incurred by the Landlord, including, without limitation, legal expenses (on a solicitor-and-his-own client basis) and reasonable compensation for all time expended by the Landlord's own personnel, arising as a result of any default in the Tenant's obligations under this Lease.

16.06 Charges Collectible as Rent

If the Tenant is in default in the payment of any amounts or charges required to be paid pursuant to this Lease, such amounts or charges shall, if not paid when due, be collectible as Rent with the next monthly instalment of Basic Rent thereafter falling due hereunder, but nothing herein contained is deemed to suspend or delay the exercise of any other remedy of the Landlord. The Tenant agrees that the Landlord may, at its option, apply or allocate any sums received from or due to the Tenant against any amounts due and payable hereunder in such manner as the Landlord sees fit.

ARTICLE XVII – MISCELLANEOUS

17.01 Renewal Option

This is no renewal option under this Lease.

17.02 Access to Lands

- a) Without limiting any other rights the Landlord may have pursuant to this Lease or at law, the Landlord, its employee or its agent shall have the right to enter the Lands upon twenty-four (24) hours notice for any of the following purposes: (i) to examine the Lands and to perform any maintenance, capital improvements or tests or repairs to any part of the Lands or to any equipment and services serving the Lands; (ii) to use the Lands for other provincial purposes as long as there is no interference with the operations and activities of the Tenant; and (iii) during the last twelve (12) months of the Term, to show the Lands to prospective tenants or purchasers. In cases of emergency or to conduct inspections or environmental audits, the Landlord

or its agent shall have the right to enter the Lands at any time.

- b) The Landlord shall exercise its rights pursuant to this Section 17.02 in such manner and at such times as the Landlord, acting reasonably but in its sole discretion, shall determine. At any time that entry by the Landlord is desired in case of emergency, and if no personnel of the Tenant are known by the Landlord to be present on the Lands or if such personnel fail for any reason to provide the Landlord with immediate access at the time such entry is desired, the Landlord may forcibly enter the Lands without liability for any damage caused thereby.

17.03 Remedies to Subsist

No waiver of any of the Tenant's obligations under this Lease or of any of the Landlord's rights in respect of any default by the Tenant hereunder shall be deemed to have occurred as a result of any condoning, overlooking or delay by the Landlord in respect of any default by the Tenant or by any other act or omission of the Landlord including, without limitation, the acceptance of any Rent less than the full amount thereof or the acceptance of any Rent after the occurrence of any default by the Tenant. The waiver by the Landlord of any default of the Tenant or of any rights of the Landlord, which shall be effected only by an express written waiver executed by the Landlord, shall not be deemed to be a waiver of any term, covenant or condition in respect of which such default or right has been waived and shall not be deemed to be a waiver of any subsequent default of the Tenant or right of the Landlord. All rights and remedies of the Landlord under this Lease and at law shall be cumulative and not alternative, and the exercise by the Landlord of any of its rights pursuant to this Lease or at law shall at all times be without prejudice to any other rights of the Landlord, whether or not they are expressly reserved.

17.04 Impossibility of Performance

If and to the extent that either the Landlord or the Tenant shall be delayed in the fulfilment of any obligation under this Lease, other than the payment by the Tenant of any Rent, by reason of unavailability of material, equipment, utilities, services or by reason of any laws, including Orders-in-Council, or by reason of any other similar cause beyond its control and not avoidable by the exercise of reasonable foresight (excluding the inability to pay for their performance of such obligation), then the party being delayed shall be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay and the other party shall not be entitled to any compensation for any loss or inconvenience occasioned thereby. The party delayed will, however, use its best effects to fulfil the obligation in question as soon as is reasonably practicable by arranging an alternate method of providing the work, services or materials.

17.05 Notices

All notices, statements, demands, requests or other instruments which may be or are required to be given under this Lease shall be in writing and shall be delivered in person or sent by facsimile or prepaid registered Canadian mail addressed to the Tenant and the

Landlord as set out in Section 1.01(f) and Section 1.01(g) respectively, or such other addresses as the Landlord and Tenant may from time to time designate in writing. All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or sent by facsimile as aforesaid, or, if mailed, three (3) business days after the same is mailed as aforesaid. Any party may at any time by notice in writing to the other change the address for service of notice on it. If two or more Persons are named as Tenant, any notice given hereunder shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such Persons.

17.06 Complete Agreement and Amendment

There are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Lease or the tenancy created hereby, expressed or implied, collateral or otherwise, except as expressly set forth herein, and this Lease constitutes the entire agreement between the parties and may only be amended by subsequent written agreement duly executed by the Landlord and Tenant. Appendices "A", "B", and "C" attached hereto form part of this Lease.

17.07 Time of the Essence

Time is of the essence with respect to all terms of this Lease.

17.08 Applicable Law

This Lease shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder.

17.09 Severability

If any provision of this Lease is illegal, unenforceable or invalid, it shall be considered separate and severable and all the remainder of this Lease shall remain in full force and effect as though such provision had not been included in this Lease but such provision shall nonetheless continue to be enforceable to the extent permitted by law.

17.10 No Partnership or Agency

The Landlord does not in any way or for any purpose become a partner of the Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with the Tenant, nor is the relationship of principal and agent created.

17.11 Section Numbers and Headings

The section numbers and headings of this Lease are inserted for convenience only and shall in no way limit or affect the interpretation of this Lease. References in this Lease to

section numbers refer to the applicable section of this Lease, unless a statute or other document is specifically referred to.

17.12 Interpretation

Whenever a word importing the singular or plural is used in this Lease, such word shall include the plural and singular respectively. Where any party is comprised of more than one entity, the obligations of each of such entities shall be joint and several. Words importing persons of either gender and firms or corporations shall include persons of the other gender and firms or corporations as applicable. Subject to the express provisions contained in this Lease, words such as "hereof", "herein", "hereby", "hereafter" and "hereunder" and all similar words or expressions shall refer to this Lease as a whole and not to any particular section or portion hereof. The word "including" shall mean "including without limitation". Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided. When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded.

17.13 Successors

This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and other legal representatives except only that this Lease shall not enure to the benefit of any of such parties unless and only to the extent expressly permitted pursuant to the provisions of this Lease.

17.14 Not Binding on Landlord

This Lease is not binding on the Landlord until it has been duly executed by or on behalf of the Minister of Transportation.

17.15 Freedom of Information and Disclosure

The Tenant acknowledges and agrees that the commercial and financial information in this Lease is subject to the disclosure requirements of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or any successor act, or as otherwise required by law.

17.16 Guarantee

Not Applicable.

17.17 No Waiver

No waiver shall be inferred from or implied by any act or omission by the Ministry

IN WITNESS WHEREOF the parties have executed this Lease.

HIS MAJESTY THE KING in right of the Province of Ontario as represented by the Minister of Transportation

Per: _____(Signature)

Name: _____

Title: Director, Operations East
Ministry of Transportation
Eastern Region

Date: _____

The Corporation of the Township of Rideau Lakes

Per: _____(Signature)

Name: _____(Please Print)

Title: _____
Authorized Signing Officer

Date: _____

APPENDIX "A"

Between His Majesty the King in Right of the Province of Ontario,
represented by the Ministry of Transportation for the Province of Ontario, and
Corporation of the Township of Rideau Lakes

LEGAL DESCRIPTIONS OF PATROL YARD

Patrol Yard Name	Legal Description	Approx. Lot Size
Crosby	Rideau Lakes Twp Lot 22 Con.1	Irregular, Shown as Part B on APPENDIX "C"

APPENDIX "B"

Between His Majesty the King in Right of the Province of Ontario,
represented by the Ministry of Transportation for the Province of Ontario, and
the Corporation of the Township of Rideau Lakes

ENVIRONMENTAL SITE ASSESSMENT REPORTS

DESCRIBING EXISTING ENVIRONMENTAL CONDITIONS OF THE LANDS

MTO Patrol Yard	Environmental Consultant	Date of Report
------------------------	---------------------------------	-----------------------

Environmental Assessments will be completed for each patrol yard during 2031-32.
The new reports will be provided to the Tenant.

APPENDIX "C" to a lease dated May 1, 2025

Between His Majesty the King in Right of the Province of Ontario,
represented by the Ministry of Transportation for the Province of Ontario, and
the Corporation of the Township of Rideau Lakes

LEGAL DESCRIPTIONS OF LANDS

LOT

DIMENSIONS

Lot 22, Conc. 1
Township of Rideau Lakes
United Counties of Leeds & Grenville

Irregular as fenced 1.6 ha.



BY-LAW NUMBER 2025-108

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to Authorize the Entering into a Licence Agreement with His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation and Webber Infra Infrastructure Management Canada Limited.

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

AND WHEREAS the Council reviewed Report RDS-2025-24 and concurs with the recommendation to pass a By-Law to enter into a License Agreement with the Ministry of Transportation (MTO) and Webber Infra Infrastructure Management Canada Limited;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

- 1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule ‘A’, with His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation and Webber Infra Infrastructure Management Canada Limited.
- 2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed – 2014-64.

Read a first and second time this 2nd day of September, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this __ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

LICENCE AGREEMENT

BETWEEN:

The CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
(hereinafter referred to as “the Township”)

-and-

WEBBER INFRA INFRASTRUCTURE MANAGEMENT CANADA LIMITED
(hereinafter referred to as “Webber Infra”)

-and-

HIS MAJESTY THE KING IN RIGHT OF THE
PROVINCE OF ONTARIO REPRESENTED BY THE
MINISTER OF TRANSPORTATION
(hereinafter referred to as
“the Ministry”)

(together “the Parties”)

WHEREAS the Ministry controls a Patrol Yard on County Road 42 near the junction of King’s Highway 15, Lot 22, Concession 1 in the Township of Rideau Lakes;

AND WHEREAS Webber Infra entered into a Contractor Directed Maintenance Contract 2024-02 dated May 1, 2025 with the Ministry and pursuant to that contract, entered into a lease dated May 1, 2025 (the “Lease”) for the lease of land known as the Crosby Patrol Yard (the “Patrol Yard”);

AND WHEREAS Webber Infra is bound by the terms and conditions set out and agreed upon in the Lease;

AND WHEREAS the Township, Webber Infra and the Ministry agree that it would be beneficial to allow the Township to use part of the Patrol Yard in conjunction with Webber Infra for the purposes of municipal road maintenance services.

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby contained and acknowledged), the Parties hereto covenant and agree to the following terms and conditions:

1. DEFINITIONS:

- 1.01 **“Authority”** means any governmental authority, board, agency, body or commission, whether federal, provincial or municipal, having or claiming jurisdiction over the Lands, and “Authorities” means all such authorities, boards, agencies, bodies or commissions.
- 1.02 **“Township”** means the Corporation of the Township of Rideau Lakes, its employees, agents, contractors or consultants;
- 1.03 **“Environmental Contaminant”** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause an adverse effect; or indirectly from human activities that may cause an adverse effect;

- 1.04 **“Existing Building”** or **“Existing Buildings”** shall mean the building or buildings currently located on the Lands and that are identified in Schedule “A” attached hereto and forming part of this Licence Agreement;
- 1.05 **Garage Building** shall mean the building as described in Schedule “B” attached hereto and forming part of this Licence Agreement;
- 1.06 **“Lands”** means the lands identified as Lot 22, Concession 1 in the Township of Rideau Lakes as set out in Schedule A”” attached hereto and forming part of this Licence Agreement, together with all Existing Buildings;
- 1.07 **“Licenced Lands”** means that part of the Lands identified as Part A in Schedule “B” attached hereto and forming part of this Licence Agreement;
- 1.08 **“MECP”** means the Ministry of Environment, Conservation and Parks;
- 1.09 **“Person”** means any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof;
- 1.10 **“Proceeding”** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.
- 1.11 **“Term”** means the period of time referred to and described in Section 2 starting on the commencement date and terminating on the expiry date, subject to earlier termination pursuant to the terms hereof.

2. TERM

- 2.01 The Ministry hereby grants to the Township a licence for the part of the Lands set out as PART A in Schedule “B” attached hereto (the “Licenced Lands”), and described as Lot 22, Concession 1, Rideau Lakes Twp., United Counties of Leeds and Grenville, for the purposes of providing road maintenance services. This Licence Agreement shall commence on the date of execution by the Ministry, Webber Infra and the Township, or if executed in counterparts, the later of the date executed, and shall terminate on April 30, 2032. Provided that in the event of default by the Township hereunder, the Ministry shall have the right to terminate this Licence Agreement forthwith upon delivery of written notice of termination to Webber Infra and the Township. Notwithstanding the foregoing, if the Township is in default under the terms of this Licence Agreement, it is entitled to fifteen (15) days written notice or such longer period of time as is necessary to cure the default, as long as the Township commences to cure that default within the fifteen (15) day period and thereafter duly cures it.
- 2.02 The Ministry and the Township shall each have the right to terminate this Licence Agreement by providing ninety (90) days written notice of termination to the other Parties.
- 2.03 The right granted to the Township herein is a licence only and shall not under any circumstances whatsoever constitute a right by Webber Infra or the Township to have or claim exclusive possession of the Licenced Lands and this Licence Agreement shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease, grant of easement or joint venture agreement made between the Parties.
- 2.04 The Township shall not interfere in any way with, disrupt or cause damage to any works or operations of Webber Infra.
- 2.05 The Township acknowledges that it has reviewed the Lease, and it shall take no action nor fail to take any action which would result in a breach of the Lease by Webber Infra.

- 2.06 The Ministry may terminate this Licence Agreement at any time if (i) the Township fails to observe or perform any of its covenants or obligations hereunder (ii) if the Township fails to adhere to any of the Environmental terms of the Lease or (iii) if the Township uses the Patrol Yard for any purpose other than those specified herein without the prior written consent of the Ministry. In any event this Licence Agreement shall terminate automatically on any termination of the Lease.

3. CONTRIBUTIONS

- 3.01 The Township covenants and agrees that the utility usage, as herein set out, shall only be for electricity and heating. The Township shall reimburse Webber Infra for fifty (50%) percent of the cost of monthly utility usage.
- 3.02 The Township shall pay Webber Infra fifty (50%) percent of the costs associated with the maintenance and inspection of the oil water separator.
- 3.03 All payments by the Township to Webber Infra shall be made within thirty (30) days of demand by Webber Infra.

4. ALTERATIONS

- 4.01 The Township hereby covenants and agrees it shall not, without the Ministry's prior written consent (which consent may be unreasonably withheld in the sole discretion of the Ministry) make any installations, alterations, additions, partitions or improvements in, over, on, along, across, under or upon the Lands.
- 4.02 If the Ministry decides that it is necessary to make any alterations or additions to the Garage Building, the Ministry will contact the Township and obtain its consent, which consent will not be unreasonably withheld or delayed.
- 4.03 The Township shall comply, at its sole cost and expense, with the *Fire Code*, O.R. 213/07, as amended, and all applicable laws respecting such use, condition and occupation of the Township's portion of the Lands.

5. MAINTENANCE CONTRACTS

The Township acknowledges and agrees that the Ministry has entered into, and will continue to enter into maintenance contracts with independent contractors who will use the Patrol Yard, the Existing Buildings and the Ministry's portion of the Garage Building. Webber Infra shall be responsible for any damage or repairs that might arise as a result of its use of the Lands.

6. ACCESS

Webber Infra covenants and agrees to allow the Township access to the portion of the Lands shown as Part A in Schedule "B" on a twenty-four (24) hour basis, seven (7) days a week.

7. ENVIRONMENTAL CONTAMINANTS

- 7.01 The Township shall be responsible for any Environmental Contaminants caused by the Township on the Lands and shall indemnify and save harmless the Ministry from any and all claims, losses or damage which may arise as a result of its use of the Lands.
- 7.02 At the expiration or sooner determination of the Term of this Licence Agreement, the Township shall peaceably surrender and yield to the Ministry, in a condition satisfactory to the Ministry, the Licenced Lands. The Township shall thereupon forthwith remove from the Licenced Lands all chattels, goods, supplies, articles,

equipment, materials, effects or things including without limitation any and all such things which contain or constitute an Environmental Contaminant, in the opinion of the Ministry, and shall also, to the satisfaction of the Ministry, repair all and every damage and injury occasioned to the Licenced Lands by reason of such removal or in the performance thereof, but the Township shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatsoever.

8. LIABILITY

Any damage caused by the Township to the Lands, Patrol Yard, the Garage Building or the Existing Buildings and any of the equipment will be the responsibility of the Township.

9. FUEL STORAGE TANK

The Ministry will not allow the Township the right to place a temporary fuel storage tank on the Licenced Lands unless it obtains the prior written approval of the Ministry, which approval may be unreasonably withheld.

10. MATERIAL STORAGE

The Ministry will not allow the Township the right to store any de-icing or abrasive materials on the Licenced Lands unless it obtains the prior written approval of the Ministry, which approval may be unreasonably withheld.

11. NOTICE OF VIOLATION

Each party shall notify the others immediately in the event that any party receives notice of any violation of any environmental legislation or by-law or that any order of an administrative tribunal or any authority is made or is proposed to be made against the party giving notice in respect of any Environmental Contaminant in or on the Lands, and to notify the others immediately in the event of any discharge, release or discovery of any Environmental Contaminant in or on any part of the Lands.

12. INSURANCE

Township's Insurance.

The Township agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Township would maintain including, but not limited to, the following:

1. commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000.00 (five million dollars) per occurrence, \$5,000,000.00 (five million dollars) products and completed operations aggregate. The policy is to include the following:
 - I. the Ministry and Webber Infra as additional insureds with respect to liability arising in the course of performance of the Township's obligations under, or otherwise in connection with, the Agreement;
 - II. contractual liability coverage;
 - III. cross-liability clause; and
 - IV. 30 day written notice of cancellation, termination or material change.

Proof of Insurance

Concurrently with execution and delivery of the Agreement by the Township, the Township shall provide the Ministry and Webber Infra with certificates of

insurance, or other proof as may be requested by the Ministry and Webber Infra, that confirms the insurance coverage as provided for in Section 10.01, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry and Webber Infra, a copy of each insurance policy shall be made available to it. The Township shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract in relation to this Agreement.

Township Participation in Proceedings.

The Township shall, at its expense, to the extent requested by the Ministry and Webber Infra, participate in or conduct the defence of any Proceeding against any Indemnified Parties and any negotiations for their settlement. The Ministry and Webber Infra may elect to participate in or conduct the defence of any such Proceeding by notifying the Township in writing of such election without prejudice to any other rights or remedies of the Ministry and Webber Infra under the Agreement, Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Township shall not enter into any settlement unless it has obtained the prior written approval of the Ministry and Webber Infra. If the Township is requested by the Ministry and Webber Infra to participate in or conduct the defence of any such Proceeding, the Ministry and Webber Infra agrees to co-operate with and assist the Township to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry and Webber Infra conducts the defence of any such Proceedings, the Township agrees to co-operate with and assist the Ministry and Webber Infra to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Agreement.

13. NOTICE

All communications and notices pertaining to this Licence Agreement shall be in writing and shall be deemed to have been given when actually received if personally delivered or if mailed by first class registered mail or sent by telecommunication or facsimile transmission, shall be deemed to be received on the second business day following the day on which it is sent, and in each case addressed as follows:

To the Ministry:	Ministry of Transportation 1355 John Counter Blvd. Postal Bag 4000 Kingston, Ontario K7L 5A3 Attn: Franca Sacchetti, Director, East Operations
To the Township:	The Corporation of the Township of Rideau Lakes 1439 County Road 8 Delta, Ontario K0E 1G0 Attn: Mary Ellen Truelove
To Webber Infra:	Webber Infra 505 March Road, Suite 505 Kanata, ON K2K 2M5 Attn: Abdallah Tannoukhi

14. ASSIGNMENT

The Township shall not assign this Licence Agreement or any part hereof, without the prior written approval of the Ministry. Such approval may be withheld in their sole discretion or may be given subject to such terms and conditions as the Ministry, deems necessary.

15. COVENANTS

There are no covenants, representatives, agreements, warranties or conditions in any way relating to the subject matter of this Licence Agreement expressed or implied, collateral or otherwise, except as expressly set forth herein.

16. AMENDMENT

No modification or amendment of this Licence Agreement may be made unless agreed to by the parties hereto in writing.

17. GOVERNING LAW

This Licence Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The Parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder.

18. TIME OF THE ESSENCE

Time shall be deemed to be material and of the essence in the performance of this Licence Agreement.

19. ILLEGALITY

If any provision of this Licence Agreement is illegal, unenforceable or invalid, it shall be considered separate and severable and all the remainder of this Licence Agreement shall remain in full force and effect as though such provision had not been included in this Licence Agreement but such provision shall nonetheless continue to be enforceable to the extent permitted by law.

20. WAIVER

No waiver shall be inferred from or implied by any act or omission by the Ministry.

21. COMPLIANCE

At all times throughout the term of this Licence Agreement, Webber Infra and the Township shall use and maintain the Licenced Lands in a reasonable and careful manner as a prudent owner would do. Webber Infra and the Township shall observe and strictly comply with all provisions of law including, without limitation, all requirements of all governmental and quasi-governmental authorities, strictly comply with all provisions of law including, without limitation, all requirements of all governmental and quasi-governmental authorities, including federal, provincial and municipal legislative enactments, by laws, regulations, ordinances, directives and orders which pertain to or affect the Licensed Lands and the Lands and their use thereof.

22. INDEMNITY

The Township hereby agrees to indemnify and hold harmless the Ministry and Webber Infra from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees) causes of action, actions, claims, demands, lawsuits or other proceedings (collectively "Claims") by whomever made, sustained, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Township, its subcontractors or their respective directors, officers, agents,

employees or independent contractors in the course of performance of the Township’s obligations under, or otherwise in connection with, this Licence Agreement. The obligations in this paragraph shall survive the termination or expiry of the Licence Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Licence Agreement.

HIS MAJESTY THE KING in right of the Province of Ontario represented by the Minister of Transportation

Per: _____ (Signature)

Name: _____

Title: Regional Director, Ministry of Transportation, Eastern Region

Date: _____

The Corporation of the Township of Rideau Lakes

Per: _____ (Signature)

Name: Arie Hoogenboom (Please Print)

Title: Mayor
Authorized Signing Officer

Date: _____

Per: _____ (Signature)

Name: Mary Ellen Truelove (Please Print)

Title: Clerk
Authorized Signing Officer

Date: _____

Webber Infrastructure Management Canada Limited

Per: _____ (Signature)

Name: _____ (Please Print)

Title: _____
Authorized Signing Officer

Date: _____

SCHEDULE "A" to a Licence Agreement
Between His Majesty the King in Right of the Province of Ontario
represented by the Minister of Transportation,
The Corporation of the Township of Rideau Lakes and
Webber Infra.

LEGAL DESCRIPTION OF LANDS

LOT	DIMENSIONS
Lot 22, Conc. 1 Township of Rideau Lakes United Counties of Leeds & Grenville	Irregular as fenced 1.6 ha.

EXISTING BUILDINGS

Garage	approx. 598 square metres
Storage Dome	approx. 607 square metres
Storage Sheds (3)	approx. 207 square metres

SCHEDULE "B" to a Licence Agreement

Between His Majesty the King in Right of the Province of Ontario
represented by the Minister of Transportation,
The Corporation of the Township of Rideau Lakes and
Webber Infra.

GARAGE BUILDING

The Garage Building is located centrally on the property. The building is divided into two sections by a 2.4 metre high chain link wall. The section covered by this Licence Agreement is the westerly portion of the Garage Building containing the westerly three garage bays (approximately 200 square metres) as well the asphalt surface in front of that portion of the Garage Building (approximately 965 square metres). It is highlighted as "PART A" below.



BY-LAW NUMBER 2025-109**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

BEING a By-Law to Authorize the Mayor and Clerk to sign an Agreement with the Township of Elizabethtown-Kitley and Goldie Mohr Ltd. for the replacement of Townline Bridge.

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

AND WHEREAS the Council reviewed Council Report RDS-2025-25 and concurs with the recommendation to pass a By-law to sign a tri-party agreement between Elizabethtown-Kitley and Goldie Mohr Ltd. for the replacement of the Townline Bridge at 50% of the tender cost being \$245,500 (plus the Township's portion of the HST) for a total of \$249,820.80,

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule 'A', with the Township of Elizabethtown-Kitley and Goldie Mohr Ltd.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 2nd day of September, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

**CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
& CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY
REPLACEMENT OF TOWNLINE BRIDGE AGREEMENT**

BETWEEN: The Corporation of the Township of Rideau Lakes and
(Hereinafter referred to as "the Township")
OF THE FIRST PART

AND: The Corporation of the Township of Elizabethtown-Kitley
OF THE SECOND PART

AND: Goldie Mohr Ltd.
(Hereinafter referred to as "the Proponent")
OF THE THIRD PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Township of Rideau Lakes to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Township of Rideau Lakes and the Council of the Corporation of The Township of Elizabethtown-Kitley are desirous of engaging Goldie Mohr Ltd. to undertake the replacement of Townline Road Bridge within the Township of Rideau Lakes and The Township of Elizabethtown-Kitley.

NOW THEREFORE the Townships and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide the services/scope and undertake the work as set out in Tender PW2025-11, in the proposal submitted by the Proponent and dated August 15, 2025, (attached hereto as Schedule 'A'), all documents forming part of this Agreement.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Townships, unless the use of subcontractors is expressly stated in the proposal submitted by the Proponent and accepted by the Townships.
4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Township of Rideau Lakes or The Township of Elizabethtown-Kitley, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Township for any expenses it may have to pay as a result of the Proponent neglecting to do so.

5. The Township of Rideau Lakes and the Township of Elizabethtown-Kitley agree to pay the Proponent the professional fees and associated disbursements for the Townline Road Bridge replacement within the Township of Rideau Lakes and The Township of Elizabethtown-Kitley as per the tender grand total of \$491,000.00 (excluding HST). The Township of Rideau Lakes and the Township of Elizabethtown-Kitley will each be responsible for paying \$245,500.00 (excluding HST) of this total. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Township of Rideau Lakes and the Township of Elizabethtown-Kitley separately for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Townships hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Township of Rideau Lakes and the Township of Elizabethtown-Kitley, the Proponent and the Townships hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley auditors with respect to any financial matters involving business between the Proponent and the Townships.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$2,000,000 in liability insurance, with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley as a named insured. A copy of the insurance policy shall be filed with the Townships upon the commencement of the Agreement and the Townships shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley upon the commencement of the Agreement.
11. The proponent Goldie Mohr Ltd. shall indemnify and hold the Township of Rideau Lakes and The Township of Elizabethtown-Kitley harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Goldie Mohr Ltd., its officers, employees or other persons for whom Goldie Mohr Ltd. is legally responsible arising out of this agreement.
12. The *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township of Rideau Lakes receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training,

including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Township of Rideau Lakes and the Township of Elizabethtown-Kitley and shall be surrendered to the Townships immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Townships.
14. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until November 10, 2025, unless otherwise amended in writing and agreed to by both the Townships and the Proponent.
15. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Dated this _____ day of _____, 2025.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Arie Hoogenboom, Mayor

(SEAL)

Mary Ellen Truelove, Clerk

"I/We have the authority to bind the Corporation"

THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

Brant Burrow, Mayor

(SEAL)

Rob Nolan, CAO/Clerk

"I/We have the authority to bind the Corporation"

GOLDIE MOHR LTD.

Name/Position

"I/We have the authority to bind the Corporation"

Schedule 'A' to Agreement

A copy of the RFP Proposal submitted can be obtained from the Clerk's Office and will form part of this agreement.

BY-LAW NUMBER 2025-110**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

BEING a By-Law to establish the Committee of the Whole Terms of Reference.

WHEREAS the Ontario Municipal Act, 2011 under Section **284.6** (1) Subject to subsection (3), the powers of the municipality with respect to determining the organizational structure of the municipality are assigned to the head of council. 2022, c. 18, Sched. 2, s. 1.

AND WHEREAS under Mayoral Decision MD-2025-04, Mayor Arie Hoogenboom has exercised these powers to dissolve the Municipal Services General Governance and Public Works Committees and establish a new Committee of the Whole to enhance efficiency, reduce administrative duplication, and improve Council deliberation;

AND WHEREAS Section 284.11.1 of the Municipal Act, 2001 authorizes the Head of Council to present a proposed bylaw to Council for consideration, and requires Council to deal with the proposed bylaw in accordance with the procedures set out in the Act;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. Short Title - This Bylaw may be cited as the “Committee of the Whole Establishment Bylaw.”

Read a first and second time this 2nd day of September 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

SCHEDULE 'A'
To By-Law 2025-110

Terms of Reference

COMMITTEE OF THE WHOLE

1. Purpose

The Committee of the Whole (COW) serves as the principal forum for council deliberation, replacing the former General Governance (GG) and Public Works (PW) committees. It is designed to:

- Streamline council operations
- Reduce meeting length and staff workload
- Enhance transparency and accountability in municipal decision-making

2. Authority

This committee is established under the strong mayor powers granted to Mayor Hoogenboom, in accordance with provincial directives. It operates with full staff support and within the legal framework of the Municipal Act, 2001.

3. Composition

- All members of Council shall sit on the Committee of the Whole.
- The Mayor shall preside as Chair. The Deputy Mayor shall preside as Vice Chair unless otherwise delegated.
- The Clerk or designate shall act as recording secretary.

4. Meeting Schedule

- Meetings shall be held monthly, on the third Monday, commencing at 10:00 a.m.
- Closed sessions, if required, will be scheduled toward the end of the agenda.
- Meetings shall not exceed four hours unless extended by majority vote, as per the Procedural By-Law.

5. Reporting Structure

To reduce redundancy and improve efficiency:

- Fire Services and Development Services shall present statistical reports quarterly.
- Departmental updates shall rotate on a bi-monthly basis.

6. Mandate

The Committee shall:

- Review and recommend Policies, By-Laws, and initiatives to Council;
- Receive and consider staff reports and public delegations;
- Provide oversight on municipal operations, infrastructure, and services;
- Address matters formerly handled by the Municipal Services (GG) and (PW) committees

7. Procedural Compliance

- All meetings shall comply with the Township's Procedure By-law and Section 238(2) of the Municipal Act.
- Public notice, agendas, and minutes shall be posted in accordance with the Township's Procedural By-Law.

8. Accountability

- The Committee shall report directly to Council.
- All Recommendations shall be recorded and presented for ratification at regular Council meetings.

**BY-LAW NO. 2025-111
ZBA-12-2025**

**THE CORPORATION OF
THE TOWNSHIP OF RIDEAU LAKES**

CHARLOTTE & GEORGE COVELL
SOUTH ELMSLEY CON 5 PT LOTS;15 AND 16 RP 28R10724 PARTS;1 TO 3 RP 28R12826
PARTS 46;AND 47 RIDEAU LAKE
Civic Address: 70 R2
Ward of South Elmsley, **Township of Rideau Lakes**
Roll Number: 0831-828-033-67900

**CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
BY-LAW NO. 2025-111
BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2023-50, AS AMENDED**

CHARLOTTE & GEORGE COVELL
SOUTH ELMSLEY CON 5 PT LOTS;15 AND 16 RP 28R10724 PARTS;1 TO 3 RP 28R12826
PARTS 46;AND 47 RIDEAU LAKE
Civic Address: 70 R2
Ward of South Elmsley, **Township of Rideau Lakes**
Roll Number: 0831-828-033-67900

WHEREAS Section 34(1) of the Planning Act, R.S.O., 1990, Chapter P.13, authorizes Council to pass by-laws to regulate the use of lands and the character, location and use of buildings and structures within the Township of Rideau Lakes;

AND WHEREAS the Council of The Corporation of the Township of Rideau Lakes deems it advisable to amend Zoning By-law No. 2023-50, as amended, as hereinafter set forth;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. The lands affected by this By-law are highlighted on Schedule, "A" which is attached hereto and forms part of this By-law.
2. That By-Law 2023-50 is hereby amended by changing the zoning on a portion of the subject property from Waterfront Residential (RW) to Waterfront Residential Special Exception (RW-X) to permit a sleeping cabin within an existing 2 storey building with the following provisions:
 - Sleeping cabin maximum floor area – 67.6sqm (728sqft)
 - Rear yard setback for a sleeping cabin – 6.5m (21.3ft)

Read a first and second time this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**EXPLANATORY NOTE****The Purpose and Effect of By-law No. 2025-111**

The request is to change the zoning classification on a portion of the subject property from Waterfront Residential (RW) to Waterfront Residential Special Exception (RW-X) to permit a sleeping cabin within the second storey of an existing detached garage. An accessory structure other than a sleeping cabin is not permitted to be used for habitation, and a sleeping cabin is limited to 1 storey as well as a maximum size of 25sqm including attached decks. The proposed building is 2 stories and has a 67.6sqm (728sqft) footprint. The sleeping cabin will also have a 6.5m (21.3ft) rear yard setback where a minimum of 7.5m is required. The Special Exception is to permit a 2 storey building to be used for a sleeping cabin, and to permit an increased size and reduced rear yard setback for the sleeping cabin. This property is also subject to a Site Plan Control application SP-34-2025 for this conversion.

Key Map

For the purposes of this explanatory note, Schedule "A" to the by-law (attached) will serve as the Key Map which shows the general location of the subject lands in relation to the surrounding lands.

Tom Fehr

Manager of Development Services

CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
BY-LAW NO. 2025-111
BEING A BY-LAW TO AMEND ZONING BY-LAW NO. 2023-50, AS AMENDED

CHARLOTTE & GEORGE COVELL
SOUTH ELMSLEY CON 5 PT LOTS;15 AND 16 RP 28R10724 PARTS;1 TO 3 RP 28R12826
PARTS 46;AND 47 RIDEAU LAKE
Civic Address: 70 R2
Ward of South Elmsley, **Township of Rideau Lakes**
Roll Number: 0831-828-033-67900

I, Mary Ellen Truelove, Clerk, hereby certify that By-law No. **2025-111** has been passed in accordance with the requirements of the following:

1. Notice of the public meeting under Sections 34(12) and 34(13) of the *Planning Act*, R.S.O., 1990, Chapter P.13; and
2. Written notice of the passing of the By-law under Section 34(18) of the *Planning Act*, R.S.O., 1990, Chapter P.13.

I further certify that: (check one)

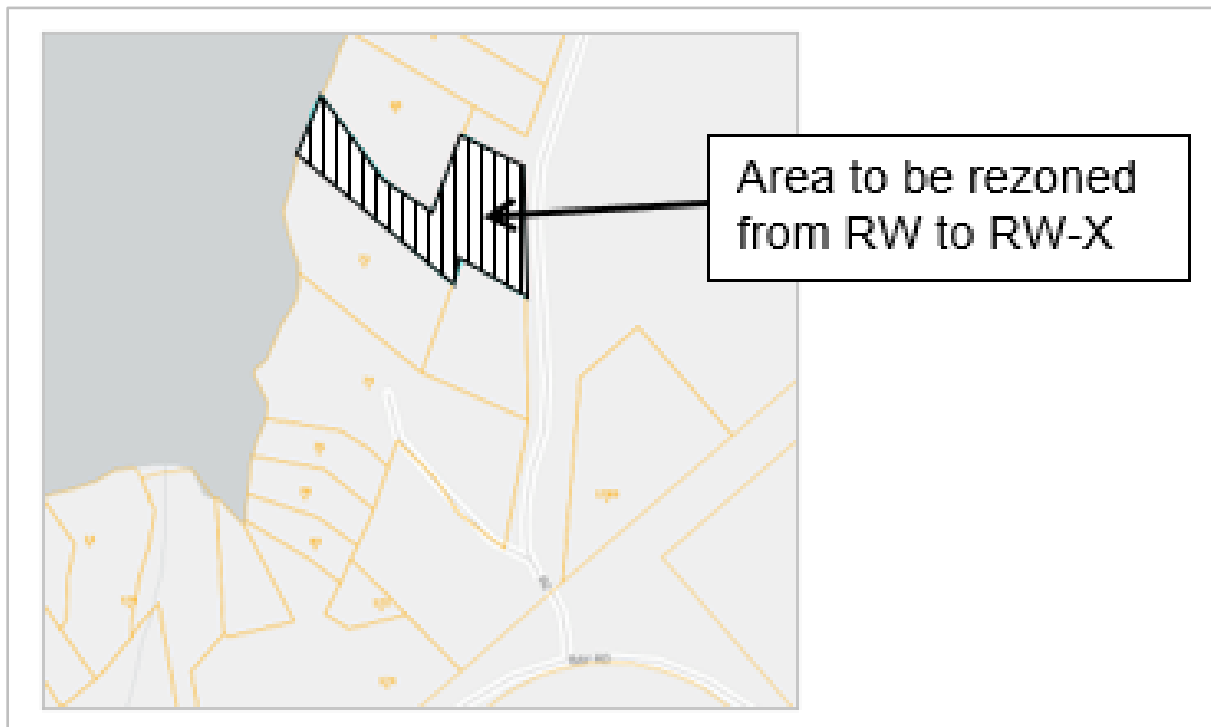
- ☐ No notice of appeal under Section 34(19) of the *Planning Act*, R.S.O., 1990, Chapter P.13, has been filed within twenty (20) days from the date of notice of the passing of the By-law; or
- ☐ Notice of appeal has been filed and the attached submissions are true copies of all written submissions and supporting material received in respect of the By-law prior to the passing thereof together with all notices of appeal.

Mary Ellen Truelove
Clerk

CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

SCHEDULE “A” TO BY-LAW NUMBER 2025-111

This is Schedule “A” to By-law No. **2025-111** passed this ____ day of _____, 2025.



Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

BY-LAW NUMBER 2025-112

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to Amend By-Law 2025-82 a By-Law to establish a Recreation and Volunteer Committee

WHEREAS Section 9 of the *Municipal Act, 2001*, SO 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that Act or any other Act;

AND WHEREAS the Municipal Services Committee reviewed Report CLS-2025-20 and recommended that newly established Recreation and Volunteer Committee be renamed to the Parks and Recreation Committee;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes hereby enacts as follows:

PART 1 – AMENDMENT

- 1) That the established By-Law be called “Parks and Recreation Committee”
- 2) That all references within Schedule “A”, Terms of Reference, citing the name Recreation and Volunteer Committee, be amended to read “Parks and Recreation Committee.”
- 3) That all previous By-Laws, Resolutions, Motions or Actions of Council that are in contravention of this By-Law are hereby repealed.

PART 2 – ADMINISTRATION

Validity

If any section, clause or provision of this By-Law is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this By-Law as a whole or any part thereof other than that section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this By-Law shall remain in force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

Force and Effect

This By-Law shall come into force and effect on the date of passing.

That this By-Law be read a first and second time this 2nd day of September, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this ____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

BY-LAW NUMBER 2025-113

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

BEING a By-Law to Authorize the Mayor and Clerk to sign a Loan Agreement with the Royal Bank of Canada for the Portland Hall and Library.

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

AND WHEREAS the Municipal Services Committee reviewed Report MSC Report FIN-2025-15 and concurs with the recommendation to pass a By-law to enter into a loan agreement with the Royal Bank of Canada for 5-year Term, 20-year Amortization at 4.18%.

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule 'A', with the Royal Bank of Canada.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 2nd day of September, 2025

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this ____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk



Private and Confidential

August 25, 2025

The Corporation of the Township of Rideau Lakes

1439 County Road 8
Delta, Ontario K0E 1G0

We refer to the agreement dated November 30, 2015 and any amendments thereto, between The Corporation of the Township of Rideau Lakes (the **"Borrower"**), and Royal Bank of Canada (the **"Bank"**) (the **"Agreement"**).

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under any Bank document, and whether known or unknown, and this amending agreement shall not be construed as a waiver of any such breach, default or Events of Default.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

The Agreement is amended as follows:

1. Facilities (14), (15) and (16) are cancelled and all references to Facilities (14), (15) and (16) are deleted in their entirety.
2. Facility (17) is added to the agreement as follows:

Facility (17): \$2,080,000.00 non-revolving term facility, by way of: non-revolving term facility, by way of:

- (a) RBP based loans (**"RBP Loans"**);
- (b) fixed rate term loans (**"FRT Loans"**).

PURPOSE

Facility (17)

Finance a new hall/library in the Village of Portland.

AVAILABILITY

Facility (17)

The Borrower may borrow up to the amount of this term facility, provided:

- (a) this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time and from time to time without notice or demand;
- (b) FRT Loans may not be converted or reborrowed and must be repaid on their maturity; and
- (c) an Event of Default shall not have occurred and be continuing at the time of any Borrowing.

REPAYMENT

Facility (17)

Borrowings under this facility shall be repayable by consecutive monthly principal payments or blended payments of principal and interest of an amount to be determined at drawdown, each based on an amortization period of 20 years, on the same day of each month, commencing 30 days from the date of drawdown and the balance of this facility shall be repayable in full on the last day of a maximum 5 year term.

SRF # 669454860

The Corporation of the Township of Rideau Lakes

August 25, 2025

For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the maturity date of the applicable Borrowings shall automatically be amended accordingly.

The specific repayment terms for Borrowings under this facility will be agreed to between the Borrower and the Bank at the time of drawdown by way of a Borrowing Request substantially in the form of Schedule "H" provided by the Borrower and accepted by the Bank.

INTEREST RATES AND FEES

Facility (17)

RBP Loans: RBP plus rate per annum to be determined at time of Borrowing.

FRT Loans: fixed interest rate to be quoted by the Bank and fixed at the time of Borrowing.
Amount eligible for prepayment is to be determined at time of Borrowing.

3. Schedule "D" – Notice Requirements is added as attached to this amending agreement.

CONDITIONS PRECEDENT

The effectiveness of this amending agreement is conditional upon receipt of:

- a) a duly executed copy of this amending agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- f) no Borrowing under Facility (17) will be made available unless the Bank has received a Borrowing Request from the Borrower substantially in the form of Schedule "H" together with a Borrowing by-law authorizing the financing granted under Facility (17).

COUNTERPART EXECUTION

This amending agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

All other terms and conditions outlined in the Agreement remain unchanged and in full force and effect.

ACCEPTANCE

This amending agreement is open for acceptance until September 24, 2025, after which date it will be null and void, unless extended by the Bank in its sole discretion.

ROYAL BANK OF CANADA



Per: _____
Title: Vice President

RBC Contact: Jordan Bress

/mw

The Corporation of the Township of Rideau Lakes

August 25, 2025

We acknowledge and accept the terms and conditions of this Agreement on this ____ day of _____, ____.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Per: _____
Name: Arie Hoogenboom
Title: Mayor

Per: _____
Name: Mary Ellen Truelove
Title: Clerk

I/We have authority to bind the Borrower.

/Attachments:

- Notice Requirements
- Non-revolving term facility – Borrowing request

Schedule "D" to the agreement dated November 30, 2015 and any amendments thereto, between The Corporation of the Township of Rideau Lakes, as Borrower, and Royal Bank of Canada, as the Bank.

Schedule "D" NOTICE

REQUIREMENTS

Notice Requirements for RBP Loans:

Amount	Prior Notice
Any amount	By 2 p.m. Eastern Standard Time on the day of Borrowing

Schedule "H" to the agreement dated November 30, 2015 and any amendments thereto, between The Corporation of the Township of Rideau Lakes, as Borrower, and Royal Bank of Canada, as the Bank.

NON-REVOLVING TERM FACILITY

BORROWING REQUEST

The Borrower hereby requests the following be established under Facility _____: 17

Date of Borrowing	September 5th, 2025	
Amount of Borrowing:	\$ 2,080,000	
Amortization (in months):	240	
Selected Term (in months): (Borrowing repayable in full on the last day of the Term)	60 Months	
Payment Amount:	\$ 12,803.87	
Payment Frequency:	monthly	
Selected Interest Rate (per annum)/Acceptance Fee (per annum):	% 4.18 <input type="checkbox"/>	RBP + % <input type="checkbox"/>
Selected Payment Type:	Blended (Principal and Interest) <input checked="" type="checkbox"/>	Principal plus Interest <input type="checkbox"/>
First Payment Due Date:	October 3rd , 2025	
Amount Eligible for Prepayment of FRT Loans:	0% <input type="checkbox"/>	10%

Dated this _____ day of _____, 20_____.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Per: _____

Name: Arie Hoogenboom

Title: Mayor

Per: _____

Name: Mary Ellen Truelove

Title: Clerk

I/We have the authority to bind the Borrower

SRF # 669454860 age 1 of 1

By-Law Number 2025-114**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

BEING a By-Law to authorize the execution of an Encroachment Agreement with the Rideau Waterway Land Trust respecting a portion of an unopened road allowance.

WHEREAS pursuant to Section 9 of the *Municipal Act*, 2001, SO, c.25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under that Act or any other Act;

AND WHEREAS it is deemed advisable to authorize an encroachment agreement with the Rideau Waterway Land Trust for a portion of an unopened road allowance identified as Between Concessions 7 and 8 in the Ward of South Crosby;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

- 1) That the Mayor and Clerk be and they are hereby authorized to execute an agreement with the Rideau Waterway Land Trust to permit improvements, ongoing maintenance and use of a portion of the Unopened Road Allowance/Public Highway described in Appendix "A" of Schedule "A" to provide access to the owner's property legally described as Concession 7 Part Lots 4 and 5 in the Geographic Township of South Crosby.
- 2) That the Mayor and Clerk of The Corporation of the Township of Rideau Lakes be and they are hereby authorized to execute the necessary documents as outlined in Schedule "A" as attached hereto and forming part of this By-Law;

Read a first and second time, this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time, and finally passed this _____ day of _____, _____.

Arie Hoogenboom

Mary Ellen Truelove

Schedule "A"

**AN AGREEMENT TO ALLOW ENCROACHMENT ON TO THE ROAD ALLOWANCE
BETWEEN CONCESSIONS 7 AND 8 IN THE WARD OF SOUTH CROSBY,
TOWNSHIP OF RIDEAU LAKES**

**BETWEEN RIDEAU WATERWAY LAND TRUST
 OF THE FIRST PART**

-and-

**THE CORPORATION OF THE
TOWNSHIP OF RIDEAU LAKES
OF THE SECOND PART**

WHEREAS the Owner is the registered owner of Concession 7 Part Lots 4 and 5,
Geographic Township of South Crosby, Township of Rideau Lakes;

AND WHEREAS an approximate 20m x 13m driveway is to encroach on to and across
the Township owned lands known as the Road Allowance Between Concessions 7 and
8 in the Ward of South Crosby and identified as Part 12 in the attached Schedule A (the
'Driveway');

AND WHEREAS this Road Allowance between Concessions 7 and 8 in the Ward of
South Crosby remains unopened and unmaintained along this section;

NOW THEREFORE IN CONSIDERATION OF THE MUTAL COVENANTS
HEREINAFTER CONTAINED THE PARTIES AGREE AS FOLLOWS:

1. The Owner shall be allowed to use a portion of the road allowance as illustrated
in Schedule A and identified as the road allowance between Concession 7 and 8
in the Ward of South Crosby for the purposes of a driveway to access the Rideau
Waterway Land Trust's adjacent property, legally described as Concession 7
Part Lots 4 and 5 (the 'Lands');
2. Said Driveway shall not include any permanent buildings or structures.
3. Said Driveway shall be allowed to continue until such time as the Township
requires said Driveway to be removed from said road allowance at a future date
for purposes of constructing a public road; when said Driveway shall cease and
be removed at the Owner's expense upon 180 days written notice;
4. This Agreement shall be registered against the title to the Owner's Lands as
Schedule A to By-law 2025-114 and the Township shall be entitled to enforce its
provisions against the Owner and, in respect of the obligations affecting the
Owner's Lands.

5. All costs necessary to fulfill any condition of this agreement, and all costs incurred by the Township in connection with the preparation, execution, registration or enforcement of this Agreement shall be paid by the Owners.
6. The Owner in title shall indemnify and save the Township harmless from any and all claims for any and all damages resulting from the use of the road allowance as the Driveway as identified on Schedule A;
7. In the event that the Owner is directed or required by this Agreement to do or maintain work, and defaults therein, then upon ten (10) days notice by the Township to the Owner requiring the Owner, or successor in title, to remedy the default, in accordance with the terms of this Agreement, then such matter or thing may be done by the Township at its expense and the Township may recover the expense incurred in doing it by action or the same may be recovered in like manner as municipal taxes in accordance with the provision of Section 326 of the Municipal Act, R.S.O. 1990, Chapter M45, as amended;
8. That the Owner, shall obtain any and all required permits through the proper authorities prior to any work commencing and provide all documents as such if requested;
9. That this agreement is limited in scale as applied for and shall be used solely for access to Owner's Lands;
10. That the Owner grants to the Township, its servants and contractors, a licence to enter the Driveway and Owner's lands for the purpose of inspection of the works and facilities and to perform such work as may be required as a result of a default by Brian and Lori Patterson;
11. That the Township shall be provided with ten (10) days notice in writing prior to any work commencing on the Driveway;
12. Anything in this Agreement whereby the Owner agrees to perform any work, action or service, the cost of such work, action or service will be at the cost of the Owner; Further that the registration of this agreement, including but not limited to legal fees is at the cost of Rideau Waterway Land Trust;
13. Future development is not included in this agreement will be subject to review and approval by the Township, Conservation Authority and/or Parks Canada and any other governing agency or regulations where applicable;
14. This Agreement may be deleted from title upon the written consent of the Township to the owner's legal representation; and;
15. This Agreement shall become null and void if the Owner's Lands are sold, transferred, or otherwise disposed of.

IN WITNESS WHEREOF THE PARTIES HERETO

SIGNED, SEALED AND DELIVERED)

in the presence of)

) _____

) RIDEAU WATERWAY LAND TRUST

)

)

)

)

)

)

)

) THE CORPORATION OF THE

) TOWNSHIP OF RIDEAU LAKES

) per

)

) _____

) ARIE HOOGENBOOM, Mayor

)

)

)

) _____

) MARY ELLEN TRUELOVE, Clerk

)

) "We have the authority to bind the Corporation"

BY-LAW NUMBER 2025-115**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

BEING a By-Law to Authorize the Mayor and Clerk to sign an Agreement with the Township of Elizabethtown-Kitley and TSI Inc. for Project Management.

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

AND WHEREAS Council reviewed Council Report RDS-2025-25 and concurs with the recommendation to pass a By-law to sign an agreement with TSI Inc., engineering firm for project management of the Townline Bridge Replacement;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule 'A', with the Township of Elizabethtown-Kitley and TSI Inc.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 2nd day of September, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

**CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES
& CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY
REPLACEMENT OF TOWNLINER BRIDGE ENGINEERING AGREEMENT**

BETWEEN: The Corporation of the Township of Rideau Lakes and
(Hereinafter referred to as "the Township")
OF THE FIRST PART

AND: The Corporation of the Township of Elizabethtown-Kitley
OF THE SECOND PART

AND: TSI Inc.
(Hereinafter referred to as "the Proponent")
OF THE THIRD PART

WHEREAS authority is given under the *Municipal Act* for the Council of the Township of Rideau Lakes to engage in contracts for the purpose of providing services;

AND WHEREAS the Council of the Corporation of the Township of Rideau Lakes and the Council of the Corporation of The Township of Elizabethtown-Kitley are desirous of engaging TSI Inc. to undertake engineering work for the replacement of the Townline Road Bridge within the Township of Rideau Lakes and The Township of Elizabethtown-Kitley.

NOW THEREFORE the Townships and the Proponent hereby agree to the following terms and conditions:

1. The Proponent will provide engineering services relating to the replacement of the Townline Road Bridge as required by the Township of Rideau Lakes and the Township of Elizabethtown-Kitley.
2. The Proponent represents and warrants that the performance of this Agreement will not conflict with any other contract to which it is bound and, while performing this Agreement it will not engage in any services or employment or enter into any agreement in conflict with this Agreement. The Proponent agrees to disclose potential conflicts of interest that may arise during the term of this Agreement.
3. The Proponent shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Townships, unless the use of subcontractors is expressly stated in the proposal submitted by the Proponent and accepted by the Townships.
4. The Proponent acknowledges that while performing the services under this Agreement, that it is not an employee of the Township of Rideau Lakes or The Township of Elizabethtown-Kitley, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Proponent shall reimburse the Township for any expenses it may have to pay as a result of the Proponent neglecting to do so.

5. The Township of Rideau Lakes and the Township of Elizabethtown-Kitley agree to pay the Proponent the professional fees and associated disbursements for engineering work related to the replacement of the Townline Road Bridge within the Township of Rideau Lakes and The Township of Elizabethtown-Kitley as per the quoted rate of \$140.00 per hour up to a maximum total of \$200,000.00. The Township of Rideau Lakes and the Township of Elizabethtown-Kitley will each be responsible for paying fifty percent of each invoice for work completed. Any additional expenditures or disbursements shall not be incurred without the prior expressed written approval of the Township. Disbursements will be charged as per the actual costs incurred.
6. The Proponent will invoice the Township of Rideau Lakes and the Township of Elizabethtown-Kitley separately for work that has been completed at key intervals as determined by the parties. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Townships hereby agrees to pay the invoices in a timely fashion.
7. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Proponent and the Township of Rideau Lakes and the Township of Elizabethtown-Kitley, the Proponent and the Townships hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
8. The Proponent will cooperate with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley auditors with respect to any financial matters involving business between the Proponent and the Townships.
9. The Proponent shall, at all times during the term of this Agreement, maintain not less than \$5,000,000 in liability insurance, with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley as a named insured. A copy of the insurance policy shall be filed with the Townships upon the commencement of the Agreement and the Townships shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
10. The Proponent shall file a current Workplace Safety and Insurance Board (WSIB) certificate with the Township of Rideau Lakes and the Township of Elizabethtown-Kitley upon the commencement of the Agreement.
11. The proponent TSI Inc. shall indemnify and hold the Township of Rideau Lakes and The Township of Elizabethtown-Kitley harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions whether willful or otherwise by Goldie Mohr Ltd., its officers, employees or other persons for whom TSI Inc. is legally responsible arising out of this agreement.
12. The *Accessibility for Ontarians with Disabilities Act*, 2005 (AODA), Accessibility Standard for Customer Service (ASCS) and the Integrated Accessibility Standards Regulation (IASR) requires all contractors and their employees who provide goods, services or facilities on behalf of the Township of Rideau Lakes

receive training on these standards and on the Human Rights Code as they pertain to persons with disabilities. Contractors must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Contractors are required to make this information available to the Township and/or the Province upon request.

13. All information collected by the Proponent in the performance of the services described herein shall be considered to be the property of the Township of Rideau Lakes and the Township of Elizabethtown-Kitley and shall be surrendered to the Townships immediately upon request for same. It is understood that in the collection of any information, that the Proponent will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Townships.
14. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until November 10, 2025, unless otherwise amended in writing and agreed to by both the Townships and the Proponent.
15. This Agreement shall be subject to the applicable laws of Canada and Ontario.

Dated this _____ day of _____, 2025.

THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

Arie Hoogenboom, Mayor

(SEAL)

Mary Ellen Truelove, Clerk

"I/We have the authority to bind the Corporation"

THE CORPORATION OF THE TOWNSHIP OF ELIZABETHTOWN-KITLEY

Brant Burrow, Mayor

(SEAL)

Rob Nolan, CAO/Clerk

"I/We have the authority to bind the Corporation"

TSI INC.

Name/Position

"I/We have the authority to bind the Corporation"

Schedule 'A' to Agreement

A copy of the RFP Proposal submitted can be obtained from the Clerk's Office and will form part of this agreement.

From: Paula Banks
 To: Mary Ellen Truelove
 Cc: John Fenik; info@reviewmirror.ca
 Subject: please add to correspondence for the next meeting
 Date: Tuesday, August 19, 2025 12:43:06 PM
 Attachments: image.png
 image.png

A Tale of Two Seats

By John Fenik

As soon as the gavel fell at the Rideau Lakes Township council meeting on Aug. 11, 2025, the meeting fell into disarray. The issue had to do with where members sit.

Mayor Hoogenboom said "In the Procedural By-Law, the mayor has the responsibility to assign the order of seating."

He then asked Councillor Jeff Banks and Councillor Bulloch to change seats. It was at this point that the meeting fell into a familiar milieu of disrespectful exchanges and outright aggression between some council members.

Councillor Jeff Banks replied to the mayor's direction by saying, "I am fine where I am."

Councillor Paula Banks interrupted the mayor several times, moving that the procedure by law be set aside, saying to the mayor, "You should not be selecting seats."

Opinion Piece

A Tale of Two Councils: Westport & Rideau Lakes

Dear Madam Editor,

The week of August 11th -15th, I attended two Committee of the Whole Meetings. On August 10th, I attended the Rideau Lakes municipal service meeting virtually. On August 11, 2025, I attended the Village of Westport Special COW meeting. The contrast between the two councils was enormous.

During the meeting, the mayor and members of the Westport council conducted themselves professionally. They were courteous to each other, and members listened to each other. They had all read staff reports and collectively moved the business of the village forward. While not always unanimously agreeing on an issue, they respect each other's opinions—a well-functioning council.

By contrast, the Rideau Lakes Council,

as soon as the gavel fell, the meeting fell into disarray. The issue had to do with where members sit. The mayor asked that Councillor Jeff Banks and Councillor Bulloch change seats. It was at this point that the meeting fell into familiar disrespectful exchanges and outright aggression between council members. The bright lights in the discussion came from Councillors Bulloch, Carr, and Hutchings, who all made valiant attempts at being peacemakers.

As a Rideau Lakes Township taxpayer and voter, I find the conduct of some members of Rideau Lakes Township council to be profoundly disappointing.

John Fenik
 North Shore, Upper Rideau

I would like this added to the correspondence for the next meeting to speak to the lack this reporter's ability to tell the whole story and include all the facts when writing what seems to the residents as neutral reporting but are actual opinion pieces in disguise and for a paper which refused to print one on my letters to the editors defending ourselves against these half-truths.

Paula Banks

From: [Mayor](#)
To: [Mary Ellen Truelove](#); [Shellee Fournier](#)
Cc: [Marcia Maxwell](#)
Subject: Fwd: Municipal Drug Strategy - Gananoque, TLTI, Township of Rideau Lakes -Update
Date: Friday, August 22, 2025 11:34:23 AM
Attachments: [image001.png](#)

Should be an information item for future meeting.

Arie Hoogenboom, Mayor
 Township of Rideau Lakes
 1-800-928-2250 X241
 Cell 613-323-0901

Begin forwarded message:

From: "Marshall, Kimberley" <Kimberley.Marshall@healthunit.org>
Date: August 22, 2025 at 9:28:18 AM EDT
To: marciamaxwell
Cc: "Marshall, Kimberley" <Kimberley.Marshall@healthunit.org>
Subject: **Municipal Drug Strategy - Gananoque, TLTI, Township of Rideau Lakes -Update**

Re: Municipal Drug Strategy Members, Town of Gananoque, Township of Leeds and the Thousand Islands, Township of Rideau Lakes

Good afternoon everyone,

I hope this message finds you well. I am writing to inform you that, after careful consideration, we have made the decision to pause the local Municipal Drug Strategy Committee – Town of Gananoque, Township of Leeds and the Thousand Islands and Township of Rideau Lakes, for the remainder of the municipal term.

As you are aware, the committee's effectiveness heavily relies on leadership and coordination, and currently, we do not have a designated Chair to steer our efforts. Without this key role filled, we believe it is in the best interest of the committee and the organization to temporarily suspend our meetings and activities until we are able to secure appropriate leadership.

We truly appreciate the commitment and hard work that each of you has contributed thus far. Your involvement has been invaluable, and we remain hopeful that we will be able to resume our work in the near future under new leadership.

We will keep you informed of any developments regarding the reorganization of the committee. Please do contact Marcia with any suggestions or questions in the meantime, by replying to this email.

Thank you once again for your understanding and continued support.

Warm regards,

Kimberley Marshall and Marcia Maxwell

Kimberley Marshall, R.N., B.Sc.N. (she/her)

Public Health Nurse | Population Health

South East Health Unit

(formerly Leeds, Grenville and Lanark District Health Unit)

Toll free 1 800 660 5853

Ph: 1 613 345 5685 Extension 2218

Work Cell: 613 888 5673

E-mail: Kimberley.marshall@healthunit.org



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Municipality of Killarney

August 15, 2025

Premier Doug Ford

Email Only: premier@ontario.ca

Dear Premier Ford:

Re: Requesting Support regarding Challenging Strong Mayor Powers

Attached hereto is Resolution #25-286 that was passed by the Council of the Municipality of Killarney at their Regular Meeting held August 13th, 2025.

The Municipality of Killarney supports the resolution passed by the Town of Fort Erie on June 23, 2025, which endorses Resolution No. 129-2025 from the Township of Rideau Lakes on May 22, 2025, which calls upon 444 municipalities to collect and coordinate action and seek legal and constitutional experts to challenge the Strong Mayors Powers.

We look forward to your favorable reply regarding this request.

Sincerely,

THE MUNICIPALITY OF KILLARNEY

(Mrs.) Angie Nuziale,
Administrative Assistant

*cc: Town of Fort Erie
Township of Rideau Lakes
Minister of Municipal Affairs & Housing
Association of Municipalities of Ontario
V.O.I.C.E.*

Word: Letters-Challenging Strong Mayor Powers-15-08-2025

Main Office:

32 Commissioner Street
Killarney, Ontario
P0M 2A0

Tel: 705-287-2424
Fax: 705-287-2660

E-mail:
inquiries@municipalityofkillarney.ca

Public Works Department:

1096 Hwy 637
Killarney, Ontario
P0M 2A0

Tel: 705-287-1040
Fax: 705-287-1141

website:
www.municipalityofkillarney.ca



The Corporation of the Municipality of Killarney
 32 Commissioner Street
 Killarney, Ontario
 P0M 2A0

MOVED BY: Nikola Grubic

SECONDED BY: Mary Bradbury


RESOLUTION NO. 25-286

BE IT RESOLVED THAT the Council of the Municipality of Killarney supports the resolution passed by the Town of Fort Erie on June 23, 2025, which endorses Resolution No. 129-2025 from the Township of Rideau Lakes on May 22, 2025 which calls upon 444 municipalities to collect and coordinate action and seek legal and constitutional experts to challenge the Strong Mayors Powers;

FURTHER THAT this resolution be forwarded to all those noted in the resolutions passed by the Town of Fort Erie and the Township of Rideau Lakes.

Resolution Result	Recorded Vote		
	Council Members	YES	NO
<input checked="" type="checkbox"/> CARRIED	Mary Bradbury		
<input type="checkbox"/> DEFEATED	Robert Campbell		
<input type="checkbox"/> TABLED	Dave Froats		
<input type="checkbox"/> RECORDED VOTE (SEE RIGHT)	Nikola Grubic		
<input type="checkbox"/> PECUNIARY INTEREST DECLARED	Michael Reider		
<input type="checkbox"/> WITHDRAWN	Peggy Roque		

I, Candy Beauvais, Clerk-Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #25-286 passed in a Regular Council Meeting of The Corporation of the Municipality of Killarney on the 13th day of August 2025.


 Candy K. Beauvais
 Clerk-Treasurer



Legal and Legislative Services

June 24, 2025

The Honourable Doug Ford, Premier of Ontario
Queen's Park
Toronto, ON M7A 1A1
premier@ontario.ca

Honourable and Dear Sir:

Re: The Corporation of the Township of Rideau Lakes Resolution – Strong Mayor Powers

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of June 23, 2025, received and supported correspondence from Township of Rideau Lakes dated May 22, 2025, calling upon 444 municipalities to collect and coordinate action and seek legal and constitutional expert to challenge the Strong Mayor Powers.

Attached please find a copy of Township of Rideau Lakes correspondence dated May 22, 2025.

Thank you for your attention to this matter.

Kind regards,

Ashlea Carter,
Acting Manager, Legislative Services/Town Clerk
acarter@forterie.ca

AC:dlk
Encl.

c.c.: The Honourable Rob Flack, Minister of Municipal Affairs and Housing; minister.mah@ontario.ca
MPP's jburch-qp@ndp.on.ca; wgates-qp@ndp.on.ca; sam.oosterhoff@pc.ola.org; jstevens-qp@ndp.on.ca
AMO; amo@amo.on.ca
Rideau Lakes: mtruelove@rideaulakes.ca, councillorpbanks@rideaulakes.ca
Municipalities of Ontario

Mailing Address:

Office Hours 8:30 a.m. to 4:30 p.m.

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6
Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca



**TOWNSHIP OF RIDEAU LAKES
Special Council Meeting**

RESOLUTION 129-2025
Title: Councillor P. Banks: Proposed Motion re: Strong Mayor Power Legal Challenge to Province
Date: Thursday, May 22, 2025

Moved by Councillor P. Banks
Seconded by Councillor Dunfield

WHEREAS the Province of Ontario has unilaterally imposed “Strong Mayor Powers” on numerous municipalities without democratic consultation or local consent, overriding the will of almost 50 municipal councils and communities;

WHEREAS these powers centralize authority in the office of the mayor, undermining the longstanding principles of democratic, council-based decision-making and the equal voice of ward councillors who represent diverse and distinct communities within a municipality;

WHEREAS the imposition of Strong Mayor Powers has particularly harmful implications for rural municipalities, which often have part-time mayors who may now feel there is neither the need nor the financial capacity to hire and retain full-time, independent, and professionally qualified Chief Administrative Officers (CAOs), undermining the critical role of senior staff in providing non-partisan, expert advice and ensuring stable, accountable local administration;

WHEREAS in such municipalities, these powers threaten to erode the role and independence of professional administrative staff, including CAOs, whose accountability to the full council is essential for transparent, well-managed local government, raising concerns that a single elected official may unilaterally direct, override, or dismiss senior staff without the benefit of full council oversight;

WHEREAS the Township of Rideau Lakes, representing a small rural community, has taken a leadership role by committing financially toward a collective advocacy, legal, and communications effort to defend local democracy and resist the imposed governance framework;

WHEREAS over 50 municipalities across Ontario have already expressed formal opposition to Strong Mayor Powers, and growing support from across regions—including Newmarket and other urban and rural communities—demonstrates the broad, nonpartisan resistance to this undemocratic model;

THEREFORE, BE IT RESOLVED THAT:

1. Council formally reaffirms its opposition to the imposition of Strong Mayor Powers and requests to opt out of this governance model, reaffirming our commitment to democratic, council-based governance and equal representation for all residents.

2. Council highlights the unique risks and negative consequences for municipalities, where part-time elected officials and resource-constrained administrations are especially vulnerable to disruptions in effective and accountable governance.
3. Council directs that a copy of their resolutions be included in the publicly documented list of municipalities that oppose Strong Mayor Powers.
4. Council further directs that this resolution be sent to all 444 municipalities in Ontario as a strong call to collective, coordinated action against this top-down provincial policy.
5. Council commits to contributing financial support to the shared effort initiated by the Township of Rideau Lakes, recognizing the importance of standing together to protect democratic local governance in every municipality, large or small.
6. Once a coordinated effort is established among all 444 municipalities, we, as a collective, should seek out a legal and constitutional expert to challenge the Ford government's 'strong mayor' powers. These powers undermine the democratic rights of councillors and may violate constitutional principles of local governance and representation.

Carried



Regular Council Meeting Resolution Form

Date: August 5, 2025 No: RESOLUTION - 329-2025
 Moved by Councillor Kevin Rosien Disposition: CARRIED
 Seconded by Councillor Robert Campbell Item No: 17.2

Description: V.O.I.C.E. - Council Members Opposed to Strong Mayor Powers

RESOLUTION:

WHEREAS the Government of Ontario has imposed "Strong Mayor Powers" on municipalities without broad consultation or consent;

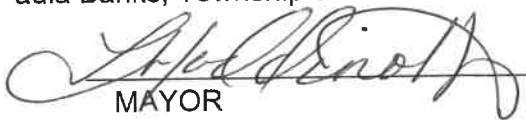
AND WHEREAS over 120 municipalities have passed resolutions opposing these powers and requested their removal, some as early as 2023;

AND WHEREAS strong mayor powers concentrate authority in one office, undermining democratic governance, council collaboration, and transparency;

AND WHEREAS municipalities are most effective through shared leadership and local decision-making;

THEREFORE BE IT RESOLVED THAT the Township of McNab/Braeside opposes the imposition of strong mayor powers;

AND FURTHER THAT this resolution be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable Rob Flack, Minister of Municipal Affairs and Housing, Billy Denault, MPP, the Association of Municipalities of Ontario, the Association of Municipal Managers, Clerks and Treasurers of Ontario and Councillor Paula Banks, Township of Rideau Lakes.


 MAYOR

Recorded Vote Requested by:

	Yea	Nay
Mayor Lori Hoddinott	_____	_____
Deputy Mayor Scott Brum	_____	_____
Councillor Kevin Rosien	_____	_____
Councillor Robert Campbell	_____	_____
Councillor Jill Campbell	_____	_____

Declaration of Pecuniary Interest:

Disclosed his/her/their interest(s), vacated
 he/her/their seat(s),
 abstained from discussion and did not vote

255 Metcalf St., Postal Bag 729
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Email: info@tweed.ca
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To: All Ontario Municipal Councils

Collaborative Action on Sustainable Waste Management in Ontario

As members of municipal councils, we share a responsibility to make decisions that result in the most positive outcomes for both our current residents and future generations. The management of municipal waste is one of the most pressing environmental challenges we face today.

Large urban centres are increasingly looking to rural areas for land to bury garbage waste. Continuing to bury garbage in the ground will inevitably lead to serious consequences:

Globally, solutions already exist. Clean incineration technology can drastically reduce the volume of waste going to landfills while producing much needed electricity. Germany serves as an inspiring model, operating 156 municipal thermal waste incineration facilities with an aggregate annual capacity of 25 million tonnes. At the same time, Germany recycles 66.1% of its municipal waste, the highest rate in the world, driven by strong community engagement, innovative infrastructure, and early education programs that foster a culture of sustainability.

We believe Ontario can and must do better.

We are calling for:

1. The creation of a provincial working group composed of municipalities, the Provincial and Federal Governments, and manufacturing partners;
2. A commitment to exploring and implementing clean incineration, stronger recycling programs, and other sustainable practices;
3. Support from municipal councils across Ontario to advocate for immediate action at all levels of government.

We respectfully request that your council consider supporting this initiative by passing a similar resolution and communicating your support to Premier Doug Ford, the opposition parties, and other relevant stakeholders. By acting together, we can ensure that waste disposal in Ontario is managed quickly, efficiently, and sustainably protecting our environment and safeguarding our communities for generations to come.

Jim Flieler
Councillor, Municipality of Tweed

Resolution for Incineration and a more Robust Recycling Program

Whereas It is incumbent upon the members of council, MPP's and MPs to make the decisions that will result in the most positive outcomes for now and future generations

And Whereas with large urban centres now looking in rural areas of our province and entire country for lands to bury their garbage waste

And Whereas a large landfill site owned by a large urban centre which receives 50% of their garbage at the present time is expected to be full by 2029 creating more environmental impacts

And Whereas continuing to bury garbage in the ground will result in our future generations having lost potable groundwater as a result of garbage leachate rendering it unusable.

And Whereas burying garbage, particularly organic waste in landfills, leads to the production of methane a greenhouse gas, which escapes into the atmosphere and contributes to climate change causing more environmental destruction.

And Whereas we continue to destroy our environment jeopardizing our future generations

And Whereas we have worldwide technology that will allow us the use of clean incineration and also produce much needed electric energy

And Whereas the incineration of household and other municipal waste has a long tradition in Germany, which currently has 156 municipal thermal waste incineration facilities with an aggregate annual capacity of around 25 million tons

And Whereas with a strong focus on community involvement, innovative infrastructure, and sustainable practices, Germany has set a high bar for municipal recycling programs that the rest of the world can learn from and emulate.

And Whereas at the present time, Germany recycles 66.1% of its garbage waste at a municipal level. This places the country as the most effective and prominent country when it comes to recycling in the entire world. This highlights the citizen's strength and motivation to deal with environmental issues on a daily basis.

And Whereas German schools often integrate recycling education into their curriculum. This early exposure to the importance of recycling instills a sense of responsibility in the younger generation, creating a culture of sustainability that transcends generations.

Now Therefore be it resolved that Council direct staff to investigate the possibility of working together with Ontario Municipalities, Provincial and Federal Governments as well as our manufacturing partners to form a working group to ensure that our waste disposal issues can be resolved quickly, efficiently and effectively with the use of incineration, more robust recycling programs and sustainable practices so that our future generations will not suffer from our environmental mismanagement and to request support from these organizations as well as letters being sent to all municipalities in Ontario, Premier Ford and the opposition parties.

**Municipality of Tweed Council Meeting
Council Meeting**



Resolution No.

355

Title:

Notice of Motion - Incineration and a More Robust Recycling Program

Date:

Tuesday, August 12, 2025

Moved by

Councillor J. Flieler

Seconded by

Councillor P. Valiquette

BE IT RESOLVED THAT Council direct staff to investigate the possibility of working together with the Ontario Municipalities, Provincial and Federal Governments as well as our manufacturing partners to form a working group to ensure that our waste disposal issues can be resolved quickly, efficiently and effectively with the use of incineration, more robust recycling programs and sustainable practices so that our future generations will not suffer from our environmental mismanagement and to request support from these organizations as well as letters being sent to all municipalities in Ontario, Premier Ford and the opposition parties.

Carried



Integrity Commissioner Office
for Township of Rideau Lakes

ELLEN FRY
Integrity Commissioner
Township of Rideau Lakes
integrity@adr.ca

August 18, 2025

SENT BY EMAIL TO:

Mary Ellen Truelove
mtruelove@rideaulakes.ca

Re: Status Report

Dear Ms. Truelove,

I am writing to give you a status report on my current investigations.

I am currently investigating a number of Integrity Commissioner complaints that were filed in April and June. Originally, I was investigating a total of 11 complaints. However, on August 13 the Complainant withdrew 2 of the complaints that were filed in April, decreasing the total complaints I am now investigating to 9.

Section 12.1 of the Code of Conduct provides as follows:

12.1 ...[T]he Integrity Commissioner shall:

- i. report the general findings of his/her investigation to the complainant and the member no later than ninety (90) days after the making of the complaint...

- ii. if the Integrity Commissioner requires more than 90 days to complete an investigation under the Code of Conduct, he or she shall report same to Council;
- iii. indicate when the Integrity Commissioner anticipates presenting his or her final report to Council.

The purpose of this letter is to report that I require more than 90 days to complete the investigation of 5 of the complaints I am investigating, and to provide a status report on all of the complaints under investigation.

The key steps I follow to ensure a thorough and fair investigation, in compliance with the requirements of the Code of Conduct, are as follows:

1. Determine whether a complaint discloses a possible breach of the Code of Conduct, and hence whether I will investigate the complaint;
2. Obtain written statements of the parties' positions in 4 steps: the complaint; the response by the Councillor to the complaint; the response by the Complainant to the Councillor; and the reply by the Councillor to the Complainant's response;
3. Interview relevant individuals and examine relevant records;
4. Prepare a draft report on the investigation and give the parties an opportunity to comment on the draft; and
5. File the final version of the report with the Clerk.

The 90-day investigation timeframes for the complaints filed in April ended on July 21 and 23 respectively. These timeframes have not been met, for the reasons explained below.

8 of the individuals that I needed to interview for the various complaints were individuals that I needed to interview concerning more than one complaint. I could have interviewed each of these individuals separately for each complaint. Doing so would have assisted me to present the reports for the April complaints within the 90-day timeframe.

However, to ask these 8 individuals to each participate in more than one interview would not have been the most efficient use of their time, or of my own time and the associated cost to Rideau Lakes.

Accordingly, I waited to do the interviews for the April complaints until I was also in a position to do the interviews for the June complaints, so that I was able to do a single interview for each individual that covered both the April and the June complaints. This caused some delay in the timeframe for the reports on the April complaints.

Also, some delay has been caused by the fact that interviews during the summer cannot always be scheduled as promptly as at other times of the year, due to vacation schedules etc.

I expect that I will be able to file the final versions of the April investigation reports, together with the first June investigation report by September 9, which is the end of the 90-day timeframe for the first June investigation report. The 90-day timeframe for the other June investigation report will end on September 22, and I expect to be able to meet that timeframe at the latest.

A chart is attached that shows the status of the various reports in more detail. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Ellen Fry', with a stylized, flowing script.

Ellen Fry
Integrity Commissioner for the Township of Rideau Lakes

cc: Shellee Fournier, Chief Administrative Officer

Expected Schedule for Integrity Commissioner Complaints – April and June 2025

	File Number	Date Filed	90 Days after Filing	Complete Interviews	Send Drafts for Comment	Final Report
1	IC-35533-0425	April 22	July 21	August 22	August 25	September 9
2	IC-35534-0425	April 22	July 21	August 22	August 25	September 9
3	IC-35535-0425	April 22	July 21	August 22	August 25	September 9
4	IC-35536-0425	April 22	July 21	August 22	August 25	September 9
5	IC-35539-0425	April 24	July 23	August 22	August 25	September 9
6	IC-35540-0425	April 24	N/A Complaint withdrawn August 13	N/A	N/A	N/A
7	IC-35541-0425	April 24	N/A Complaint withdrawn August 13	N/A	N/A	N/A
8	IC-35595-0625	June 10	September 9	August 22	August 25	September 9
9	IC-35605-0625	June 23	September 22	August 22	August 25	September 22 or earlier
10	IC-35606-0625	June 23	September 22	August 22	August 25	September 22 or earlier
11	IC-35607-0625	June 23	September 22	August 22	August 25	September 22 or earlier

Regular Council Meeting – September 2, 2025

Agenda Item # 13.1

Proposed Motion: Mayor Arie Hoogenboom – Council Restructuring and Public Consultation Initiative

Moved By: Mayor Hoogenboom

Seconded By: _____

WHEREAS in the interest of exploring governance models that may better serve the community's needs, I intend to move forward with an initiative to restructure council following the next municipal election.

NOW THEREFORE be it resolved that Council approves the undertaking of public consultations—one per ward—to gather input on structural options for future council composition, as alternatives to the current model.

The proposed options for consultation include:

1. A council consisting of 5 to 7 members, all elected at large.
2. A council consisting of 5 members, one elected from each ward, with a mayor elected at large.
3. A council consisting of 6 members, one elected from each ward, plus a mayor and deputy mayor elected at large.

AND FURTHER, that staff be directed to coordinate and promote ward-level public consultations and prepare a summary report of public feedback, as well as the average annual cost of a Council member, for Council's consideration ahead of any final decision or legislative change.

Regular Council Meeting – September 2, 2025

Agenda Item # 13.2

Proposed Motion: Councillor Dunfield: Year-Round Rentals, B&B's, VRBO's

Moved By: Councillor Dunfield

Seconded By: _____

WHEREAS in the Township of Rideau Lakes it has been identified there are private homes renting out rooms, adding full living quarters as additional rental units within an already built home, building new living accommodations on the same property and having multiple persons living at the same Canada Post recognized address but wanting to be recognized as independent;

NOW THEREFORE be it resolved that Township Staff be directed to investigate the number of year-round rental units in and /or on the same property and bring back a report to Council on how to regulate said rental units, excluding seasonal cottage rental properties. This would include , but not limited to, all VRBO's, Bed and Breakfasts, apartments, rented rooms, additional buildings used to accommodate persons year-round on the same property such as tiny homes, granny suites, etc.

Regular Council Meeting – September 2, 2025

Agenda Item #13.3

Proposed Motion: Councillor Dunfield: Amend Council Remuneration: Committee of the Whole Reimbursement

Moved By: Councillor Dunfield

Seconded By: _____

WHEREAS beginning in September 2025 the Township of Rideau Lakes will be holding a Committee of the Whole meeting once a month replacing two previously scheduled Municipal Services Committee meetings;

AND WHEREAS Council has on average been in attendance for well over 3 hours at the previously held regular MSC meetings;

NOW THEREFORE be it resolved, that the Council Remuneration By-Law (2018-18), be amended to reflect that Council members be reimbursed for their time at the Committee of a Whole meeting similarly as if attending a conference which is \$100 for a 1/2 day (3 hours or less) and/or \$200 for a full day (more than 3hours);

AND FURTHER that if it is anticipated that the meeting will be more than 3 hours, that a light lunch be provided for Council members;

AND FURTHER that this will come into effect beginning in September 2025.

Regular Council Meeting – September 2, 2025

Agenda Item # 14.1

Notice of Motion: Councillor P. Banks: Review of By-Laws and Policies

Moved By: Councillor P. Banks

Seconded By: _____

WHEREAS with the introduction of Strong Mayor Powers, Council recognizes the need to review and update municipal bylaws and policies to ensure they remain relevant, effective, and compliant with legislative requirements,

AND WHEREAS the Mayor's unilateral decision using SMP to reduce the number of Council meetings and set meeting times without Council approval may be in direct conflict with Section 238(2) of the Municipal Act, 2001, which states: "A municipality shall pass a procedure by-law for governing the calling, place and proceedings of meetings",

NOW THEREFORE be it resolved that the following By-Laws and Policy documents be referred to Council and staff for comprehensive review:

1. 2019-17 Consolidated Accountability and Transparency — to be reviewed as soon as the current Integrity Commissioner can provide input
2. 2017-67 Amended Budget, Financial Controls, Reserves, Reserve Funds, Capital Financing, Debt Management, Amended Schedule A
3. 2025-56 Road Naming Policy
4. Council Correspondence Policy

AND FURTHER that staff send out these bylaws to individual councilors for feedback and report back with recommendations, and a special meeting of Council be called if required to do these reviews in a timely manner before 2026.

Regular Council Meeting – September 2, 2025

Agenda Item # 14.2

Notice of Motion: Deputy Mayor Hutchings: Support Moonbeams Call to End Aerial Herbicide Spraying

Moved By: Deputy Mayor Hutchings

Seconded By: _____

Be it resolved, that the Council of the Township of Rideau Lakes supports the Township of Moonbeam's Resolution calling on the Provincial and Federal Governments to take immediate action to end the aerial spraying of glyphosate.



The Corporation of the Township of Moonbeam
 53 St. Aubin Avenue, P.O. Box 330
 Moonbeam, ON POL 1V0
 TEL (705)-367-2244 FAX (705)-367-2610
moonbeam@moonbeam.ca

ITEM REQUEST FORM

This Item Request Form and any written submission or background information for consideration by the Clerk and the Mayor must be submitted to the Clerk by:

9 a.m. - Ten (10) calendar days prior to the requested meeting date

Requester: Luc Leonard, Mayor		
Date: July 21, 2025		
Head of Department	Councillor X	Citizen
Email Address:		
Item to be discussed: /That Council adopt a resolution for provincial action to eliminate aerial spraying of glyphosate.		
Description of Item: Following an announcement on July 17, 2025 of the Ontario Ministry of Natural Resources in regards to the aerial spraying of the Gordon Cosens Forest which affects the Municipality of Moonbeam, attached is a resolution to urge the provincial government to take action to end the aerial spraying of glyphosate due to the negative impact on the environment; wildlife; use of land; drinking water; and human health.		

The Corporation of the Township of Moonbeam

WHEREAS, the use of aerial spraying of glyphosate for forestry poses significant biodiversity loss; harmful health affects on wildlife; loss of use of land for recreational, tourism, and hunting/ gathering purposes; water contamination; and concerns about the affects on human health.

- Loss of biodiversity as glyphosate kills broadleaf plants, and reduces habitat diversity. This can also lead to soil erosion due to loss of vegetation and loss of habitat and nutrient sources for wildlife, insects, and aquatic life. Glyphosate promotes monoculture, which reduces forest resilience, and also kills non-targeted species.
- Species such as moose, birds, snowshoe hares, and insects lose their food and shelter due to glyphosate spraying, and the ability to move away from spraying safely has not been adequately studied.
- Sprayed areas can look dead or scorched. The land use for recreation, tourism, and hunting/ gathering can be lost. Future growth of vegetation can be impeded, with an uncertain future for land use. Berries such as blueberries and raspberries are killed after being sprayed;
- Contamination of waterways including rivers, lakes and wetlands by winds carrying glyphosate and potential spills harming aquatic life and ecosystems;
- Contamination of drinking water sources with glyphosate, posing potential human health risks;

- Aerial glyphosate spraying can drift into nearby communities, roads, and waterways. Chronic exposure to glyphosate has suspected negative impact contributing to human health, including endocrine disruption and concerns that it is carcinogenic.
- The need for more comprehensive, long-term solutions that cannot be achieved through isolated municipal efforts;

AND WHEREAS, municipalities have a limited ability to address the issue of the aerial spraying of glyphosate, particularly on crown land, and require provincial leadership and regulation;

AND WHEREAS, the Province of Ontario has a responsibility to protect the environment and public health, and must take action to reduce the harm caused by aerial spraying of glyphosate;

THEREFORE, BE IT RESOLVED THAT:

1. The Municipality of Moonbeam urges the Federal and Provincial Governments to take immediate action to end the aerial spraying of glyphosate.
2. The Municipality of Moonbeam calls for the province to form and fund an expert stakeholder advisory committee to advise on the best courses of action to protect the land, vegetation, wildlife, waterways, air and humans from the harmful effects of aerial spraying of glyphosate.
3. The Municipality of Moonbeam commits to working with the Province of Ontario and other municipalities to advocate for stronger provincial leadership on aerial spraying of glyphosate.
4. The Municipality of Moonbeam directs its staff to actively participate in any provincial initiatives or task forces related to the aerial spraying of glyphosate.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the following: the Honourable Minister of Environment, Conservation and Parks, the Association of Municipalities of Ontario, and other relevant provincial and regional agencies.

July 21, 2025

Luc Leonard, Mayor

Brigitte Gravel, Clerk

Regular Council Meeting – September 2, 2025

Agenda Item #14.3

Notice of Motion: Councillor J. Banks: Request for Extension of Natural Gas Service – Golf Club Road

Moved By: Councillor J. Banks

Seconded By: _____

WHEREAS the Township of Rideau Lakes is committed to supporting infrastructure improvements that enhance the quality of life for residents and promote economic development;

AND WHEREAS residents and property owners along Golf Club Road have expressed interest in accessing natural gas service for residential and commercial use;

AND WHEREAS the extension of natural gas service would provide a more affordable and environmentally sustainable energy option for the community;

NOW THEREFORE be it resolved that the Council of the Township of Rideau Lakes formally requests that Enbridge Gas Inc. evaluate and consider the extension of natural gas service along Golf Club Road within the Township;

AND FURTHER THAT staff be directed to communicate this request to Enbridge Gas Inc. and facilitate any necessary discussions or information sharing to support the evaluation of this potential service extension.

BY-LAW 2025-116**THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES**

A By-Law to confirm the proceedings of the Council of The Corporation of the Township of Rideau Lakes at its Regular Meeting held on Tuesday, September 2, 2025.

WHEREAS Subsection 5 (1) of the *Municipal Act, 2001*, as amended, provides that the powers of a Municipal Corporation are to be exercised by its Council;

AND WHEREAS Subsection 5(4) of the said *Municipal Act* provides that the powers of every Council are to be exercised by By-Law;

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the Township of Rideau Lakes at this Meeting be confirmed and adopted by By-Law;

NOW THEREFORE the Council of The Corporation of the Township of Rideau Lakes hereby enacts as follows:

1. That the action of the Council of the Corporation of the Township of Rideau Lakes in respect of each recommendation contained in the Reports of Committees and each motion and resolution passed and other action taken by the Council of the Corporation of the Township of Rideau Lakes at this meeting is hereby adopted and confirmed as if all such proceedings were expressly in this By-Law.
2. That the Mayor and the proper officials of the Corporation of the Township of Rideau Lakes are hereby authorized and directed to do all things necessary to give effect to the actions of the Council of the Corporation of the Township of Rideau Lakes referred to in the preceding section hereof.
3. That the Mayor and Clerk are authorized and directed to execute all documents necessary in that behalf and to affix hereto the seal of The Corporation of the Township of Rideau Lakes
4. That this By-Law shall come into force and take effect immediately upon the approval of Township Council.

By-Law read a first, second and third time and finally passed this 2nd day of September, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk

Read a third time and finally passed this _____ day of _____, 2025.

Arie Hoogenboom
Mayor

Mary Ellen Truelove
Clerk