

	Page
1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. APPROVAL OF MINUTES	
4.1. Minutes of the February 14, 2024 Regular Council Meeting Regular Council - 14 Feb 2024 - Minutes - Pdf	3 - 6
5. DEPUTATIONS/PRESENTATIONS	
6. UNFINISHED BUSINESS	
6.1. Welcome Package for new property owners	
7. VARIANCE REPORT	
8. APPROVAL OF ACCOUNTS	
8.1. Schedule of Accounts Schedule of Accounts 4-2024	7 - 14
9. STAFF REPORTS	
9.1. Town Manager - First Draft - Town of Deseronto & Town of Greater Napanee Transit Service Agreement DRAFT Service Agreement - Deseronto and Napanee Bus Service	15 - 29
9.2. Town Manager Report - "Draft" Contract & Waiver for the Deseronto Fitness Centre Draft Membership Agreement	30 - 32
9.3. Treasurer - Opt-out of Vacancy Rebates for Commercial/Industrial properties Vacant Unit Rebate Program Commercial & Industrial Property 022824	33 - 35
9.4. Treasurer's Statement of Council Remuneration 1. Statement of Remuneration 022824 1a. Statement of Remuneration & Expenses 2023	36 - 38
10. COMMITTEE/BOARD MEETING MINUTES	
10.1. Deseronto Public Library minutes of January 30, 2024 DPL BOD MINUTES Jan 30 2024 APPROVED	39 - 42
11. ACTION ITEMS	
11.1. Correspondence from the Helping Hands Foodbank	43 - 45

[Helping Hands Foodbank letter](#)
[2023 Helping Hands Foodbank Stats](#)

11.2.	Deseronto Public Library Ontario Trillium grant report OTF Grant Report to Deseronto Council	46 - 47
12.	INFORMATION ITEMS	
12.1.	Town of Deseronto Water/Wastewater Performance Report- 4th Quarter (OCWA) Town of Deseronto-Performance Report-4th Quarter 2023	48 - 60
12.2.	Deseronto Water Pollution Control Plant - Quarter 4 - Bypass and Overflow Report Deseronto WPCP Q4 2023 Bypass and Overflow Report	61 - 62
13.	NEW BUSINESS	
14.	NOTICES OF MOTION	
15.	BY-LAWS	
15.1.	Being A By-Law to Opt-Out of Vacant Unit Rebate Program Under Section 364 of The Municipal Act, 2001 Vacant Unit Rebate Program Commercial Industrial By-law 2024-XX 022824	63
16.	ANNOUNCEMENTS	
17.	CLOSED SESSION	
18.	INSTRUCTION TO STAFF	
19.	BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL	
19.1.	By-law XX-2024 to confirm the proceedings of Council for February 28, 2024 XX-2024 Confirming by-law 02-28-24	64
20.	ADJOURNMENT	



MINUTES
Regular Council
Deseronto Town Hall
Wednesday, February 14, 2024
6:30 PM

PRESENT: Mayor Dan Johnston, Deputy Mayor Steven Everhardus, Councillor Norman Clark, Councillor Kevin Smith, and Councillor Jamie Zieman

REGRETS:

STAFF PRESENT: Clerk Gail Maracle, Treasurer Mora Nicholls, and Town Manager Bryan Brooks

1. CALL TO ORDER

Mayor Johnston called the February 14, 2024 Regular meeting of Council to order at 6:30 pm.

2. ADOPTION OF AGENDA

Resolution 04-24-01

Moved by Councillor Jamie Zieman
Seconded by Councillor Kevin Smith

THAT the agenda for the February 14, 2024 Regular Council meeting be accepted with the addition of a legal item under Closed Session.

Carried

3. DISCLOSURE OF PECUNIARY INTEREST

None noted

4. APPROVAL OF MINUTES

- 4.1. Minutes of the January 24, 2024 Regular Council meeting
- 4.2. Minutes of the February 8, 2024 Special Council meeting.

Resolution 04-24-02

Moved by Councillor Kevin Smith
Seconded by Councillor Norman Clark

THAT the minutes of the January 24, 2024 Regular meeting and the February 8, 2024 Special meeting of Council be approved as presented.

Carried

5. DEPUTATIONS/PRESENTATIONS

- 5.1. Joanna Park from Baker Tilly will present the Town's 2022 Financial Statements

Resolution 04-24-03

Moved by Councillor Norman Clark
Seconded by Councillor Kevin Smith

THAT Joanna Park's presentation on the 2022 financial statements be received by Council.

Carried

Resolution 04-24-04

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Jamie Zieman

THAT the Mayor and the Treasurer be authorized to sign the auditor's letters.

Carried

5.2. CEMC, Kris Brunton, will update Council

K. Brunton was unable to attend due to work commitments.

6. UNFINISHED BUSINESS

6.1. Welcome Package for new property owners

7. VARIANCE REPORT

8. APPROVAL OF ACCOUNTS

8.1. Schedule of Accounts

Resolution 04-24-05

Moved by Councillor Norman Clark
Seconded by Councillor Jamie Zieman

THAT Schedule of Accounts numbered 03-2024 in the amount of \$487,964.55 be approved for payment.

Carried

9. STAFF REPORTS

9.1. Building Inspections Services Board report for the month of January 2024

9.2. By-Law Enforcement Services Board report for the month of January 2024

Resolution 04-24-06

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT the January 2024 reports for the Building Inspection Services Board and the By-Law Enforcement Services Board be received.

Carried

10. COMMITTEE/BOARD MEETING MINUTES

11. ACTION ITEMS

12. INFORMATION ITEMS

12.1. Lennox & Addington County General Hospital Media Release on retirement

12.2. Lennox & Addington County General Hospital Media Release on new President/CEO

12.3. Eastern Ontario Wardens' Caucus at ROMA

12.4. Eastern Ontario Wardens' Caucus (EOWC) partners with Association of Municipalities of Ontario (AMO)

12.5. Letter from the Ontario Provincial Police regarding the new Community Safety & Policing Act, 2019 (CSPA)

Resolution 04-24-07

Moved by Councillor Jamie Zieman
Seconded by Councillor Kevin Smith

THAT items 12.1 through to 12.5 be received by Council.

Carried

12.6. EcoVue's comments regarding 14 Main Street

Resolution 04-24-08

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council receive the report from EcoVue concerning 14 Main Street.

Carried

13. NEW BUSINESS

13.1. Mill & Maple Pumping Station

Resolution 04-24-09

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Jamie Zieman

THAT staff have Greer Galloway complete a Needs Study for the pumping station at Mill and Maple Streets in preparation for an application to the Housing-Enabling Water Systems Fund (HEWSF)

Carried

13.2. Next Budget Meeting Date & Time

The following times were scheduled for the next budget meetings:
Wednesday February 28th at 5:00 pm (prior to Council)
Tuesday March 5th at 5:00 pm

14. NOTICES OF MOTION

15. BY-LAWS

15.1. By-law 06-2024 to approve the submission of an application to Ontario Infrastructure and Lands Corporation (OILC) for funding for the new fire truck

Resolution 04-24-10

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT By-law 06-2024, being a by-law to approve the submission of an application to Ontario Infrastructure and Lands Corporation (OILC) for funding for the new fire truck, having been read a first, second and third time and number assigned, be finally passed this 14th day of February 2024.

Carried

16. ANNOUNCEMENTS

Deputy Mayor Everhardus advised that he and Councillor Zieman had attended the wake for Daryl Kramp. The family was thankful for the Town's donation to Heart of Hastings Hospice.

17. CLOSED SESSION

17.1. Closed Session Items Under Section 239
b) 1 under Personal matters about an identifiable person

Resolution 04-24-11

Moved by Councillor Norman Clark
Seconded by Councillor Jamie Zieman

THAT Council rise at 7:25 pm, under Section 239 of the Municipal Act and move into Closed Session to discuss 2 matters; one under 2(b) personal matters about an identifiable individual, including municipal or local board employees, and one

under 2(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

Carried

18. INSTRUCTION TO STAFF

Resolution 04-24-12

Moved by Councillor Norman Clark
Seconded by Councillor Kevin Smith

THAT staff follow the direction of Council as discussed in Closed Session.

Carried

19. BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL

19.1. By-law 07-2024 to confirm the proceedings of the Regular Council meeting of February 14, 2024

Resolution 04-24-13

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT By-law 07-2024, being a by-law to confirm the proceedings of the February 14, 2024 Regular Council meeting, having been read a first, second and third time, be assigned a number and finally passed this 14th day of February 2024.

Carried

20. ADJOURNMENT

Resolution 04-24-14

Moved by Councillor Norman Clark

THAT the February 14, 2024 Regular Council meeting be adjourned.

Carried

Mayor

Clerk



2024-02-14

**Corporation of the
TOWN OF DESERONTO**

Schedule of Accounts No. **4-2024**

Moved by: _____

Seconded by _____

"That Schedule of Accounts Numbered **4-2024**
be approved in the amount of \$ 76,569.91

Carried.

BREAKDOWN OF SCHEDULE OF ACCOUNTS

ACCOUNTS PAYABLES

See Attached List

	<u>BATCH</u>		<u>AMOUNT</u>
	2024-00020	\$	28,424.96
	2024-00022	\$	300.00
	2024-00024		47844.95

TOTAL SCHEDULE OF ACCOUNTS NO. **4-2024** Total \$ 76,569.91

Town of Deseronto
List of Accounts for Approval
Batch: 2024-00020 to 2024-00020

Bank Code - GEN - General

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3770	2024-02-13	CWD Electric Inc.			
11413	Accrual	15-40-41-43601 - Wastewater -	Oct 26/23 1st & Main, Elec	610.56	
		10-00-00-12103 - Federal Rebal	HST Tax Code	30.00	
		10-00-00-12104 - Provincial Ret	HST Tax Code	37.44	678.00
3771	2024-02-13	Township of Stirling-Rawdon			
203	Accrual	10-20-25-43735 - By-Law Contri	By-Law for 2023	27,212.49	27,212.49
3772	2024-02-13	Universal Supply Group			
882-731404	Accrual	10-20-21-50534 - 1999 Ford DR	Washer, Gaskets, Locknuts	41.20	
		10-00-00-12103 - Federal Rebal	HST Tax Code	2.02	
		10-00-00-12104 - Provincial Ret	HST Tax Code	2.53	45.75
882-731391	Accrual	10-20-21-50534 - 1999 Ford DR	Fuses, PVC Pipe, Lug 6GA	37.37	
		10-00-00-12103 - Federal Rebal	HST Tax Code	1.84	
		10-00-00-12104 - Provincial Ret	HST Tax Code	2.29	41.50
			Payment Total:		<u>87.25</u>
			Total Computer Cheque:		<u>27,977.74</u>

OTHER

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
34	2024-02-09	Foss National Leasing			
839477	Accrual	10-30-31-43209 - Roads Materi:	Gas Charges Dec - Jan	408.79	
		10-30-31-43209 - Roads Materi:	Gas Charges Dec - Jan	-6.73	
		10-00-00-12103 - Federal Rebal	HST Tax Code	20.09	
		10-00-00-12104 - Provincial Ret	HST Tax Code	25.07	447.22
			Total Other:		<u>447.22</u>
			Total GEN:		<u>28,424.96</u>

Certified Correct This February 14, 2024

Mayor



Treasurer

Town of Deseronto
List of Accounts for Approval
Batch: 2024-00022 to 2024-00022

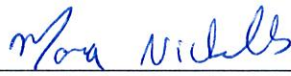
Bank Code - GEN - General

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3773 February 13/24	2024-02-13	Canadian Cancer Society 10-10-10-43805 - Council - Misc	In Memory of Richard Carte	150.00	150.00
3774 February 13/24	2024-02-13	Heart of Hastings Hospice 10-10-10-43805 - Council - Misc	In Memory of Daryl Kramp	150.00	150.00
				Total Computer Cheque:	<u>300.00</u>
				Total GEN:	<u>300.00</u>

Certified Correct This February 14, 2024

Mayor



Treasurer

**Town of Deseronto
List of Accounts for Approval**

Date Printed
2024-02-21 10:36 AM

Batch: 2024-00024 to 2024-00024

Page 1

Bank Code - GEN - General

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3775	2024-02-21	Bell Mobility			
536750118 Feb		10-10-12-43150 - Admin - Telep	February 2024 Cell Phones	74.33	
		15-40-41-43150 - W & S - Telep	February 2024 Cell Phones	71.24	
		10-30-31-43150 - Roads - Telep	February 2024 Cell Phones	144.16	
		10-95-95-43150 - Transit- -Telep	February 2024 Cell Phones	71.39	
		10-00-00-12592 - AVR - Other	February 2024 Cell Phones	50.86	
		10-00-00-12103 - Federal Rebal	HST Tax Code	17.74	
		10-00-00-12104 - Provincial Ret	HST Tax Code	22.14	451.86
536750118 Jan		10-10-12-43150 - Admin - Telep	January Cell Phones	77.05	
		15-40-41-43150 - W & S - Telep	January Cell Phones	71.24	
		10-30-31-43150 - Roads - Telep	January Cell Phones	145.51	
		10-95-95-43150 - Transit- -Telep	January Cell Phones	71.24	
		10-00-00-12103 - Federal Rebal	HST Tax Code	17.94	
		10-00-00-12104 - Provincial Ret	HST Tax Code	22.39	405.37
			Payment Total:		<u>857.23</u>
3776	2024-02-21	Brooks, Bryan			
Jan 1 - Feb 15		10-10-12-43801 - Admin - Milea	Travel Expenses, Cell Phon	258.41	
		10-10-12-43150 - Admin - Telep	Travel Expenses, Cell Phon	100.00	
		10-00-00-12103 - Federal Rebal	HST Tax Code	12.70	
		10-00-00-12104 - Provincial Ret	HST Tax Code	15.85	386.96
3777	2024-02-21	ChoiceCom Networks & Comm. Ltd			
141747		10-10-12-43130 - Admin - Photc	Billing Period Jan 15 - Feb	229.38	
		10-00-00-12103 - Federal Rebal	HST Tax Code	11.27	
		10-00-00-12104 - Provincial Ret	HST Tax Code	14.07	254.72
3778	2024-02-21	CIMCO Refrigeration			
90907733		10-80-83-43301 - Ice Plant Main	Cartage	382.50	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	19.13	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	30.60	432.23
3779	2024-02-21	Cintas Canada Limited			
4183171649		10-80-83-43301 - Ice Plant Main	Mat	65.46	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	3.27	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	5.24	73.97
3780	2024-02-21	Congers Plumbing			
5002		10-10-12-43300 - Admin - Buildi	Wax Seal & Closet Supply l	136.36	
		10-00-00-12103 - Federal Rebal	HST Tax Code	6.70	
		10-00-00-12104 - Provincial Ret	HST Tax Code	8.36	151.42
3781	2024-02-21	County of Hastings			
IVC7753		10-10-12-43500 - Admin - Comg	IT Support Services 8.33 hr	399.84	399.84
3782	2024-02-21	Deseronto Public Library			
018		10-80-83-43803 - Arena -Educa		150.00	
		10-95-95-43803 - Transit - Educ		75.00	
		10-30-31-43803 - Roads - Educ		75.00	300.00
3783	2024-02-21	Enbridge Gas			
Jan/24 Fire-01		10-20-21-43430 - Fire - Heat	Billing Per Jan 5 - Feb 2, 2C	604.89	
		10-20-21-43430 - Fire - Heat	Billing Per Jan 5 - Feb 2, 2C	9.44	
		10-00-00-12103 - Federal Rebal	HST Tax Code	29.72	

Town of Deseronto
List of Accounts for Approval
Batch: 2024-00024 to 2024-00024

COMPUTER CHEQUE

Payment #	Date	Vendor Name	GL Account	GL Transaction Description	Detail Amount	Payment Amount
			10-00-00-12104 - Provincial Ret	HST Tax Code	37.09	681.14
Jan/24 Townh-0			10-10-12-43430 - Admin - Gas	Billing Per Jan 5 - Feb 2 20:	564.69	
			10-10-12-43430 - Admin - Gas	Billing Per Jan 5 - Feb 2, 20	8.62	
			10-00-00-12103 - Federal Rebal	HST Tax Code	27.75	
			10-00-00-12104 - Provincial Ret	HST Tax Code	34.62	635.68
Jan/24 Sewag-0			15-40-41-50302 - Waterwater H	Billing Per Jan 5 - Feb 2 20:	269.03	
			15-40-41-50302 - Waterwater H	Billing Per Jan 5 - Feb 2 20:	4.30	
			10-00-00-12103 - Federal Rebal	HST Tax Code	13.22	
			10-00-00-12104 - Provincial Ret	HST Tax Code	16.50	303.05
Jan/24 Offc -01			10-30-31-43430 - Roads - Heat	Billing Per Jan 5 - Feb 2 20:	492.40	
			10-30-31-43430 - Roads - Heat	Billing Per Jan 5 - Feb 2 20:	7.50	
			10-00-00-12103 - Federal Rebal	HST Tax Code	24.19	
			10-00-00-12104 - Provincial Ret	HST Tax Code	30.19	554.28
Jan/24 Works-0			10-30-31-43430 - Roads - Heat	Billing Per Jan 5 - Feb 2 20:	495.43	
			10-95-95-43430 - Transit - Heat	Billing Per Jan 5 - Feb 2 20:	247.71	
			10-30-31-43430 - Roads - Heat	Billing Per Jan 5 - Feb 2 20:	7.78	
			10-95-95-43430 - Transit - Heat	Billing Per Jan 5 - Feb 2 20:	3.91	
			10-00-00-12103 - Federal Rebal	HST Tax Code	36.51	
			10-00-00-12104 - Provincial Ret	HST Tax Code	45.57	836.91
				Payment Total:		3,011.06
3784	2024-02-21	Evans Utility & Municipal				
0000169786			15-40-41-50351 - Water Meters	6 new Meters	3,288.48	
			10-00-00-12103 - Federal Rebal	HST Tax Code	161.58	
			10-00-00-12104 - Provincial Ret	HST Tax Code	201.65	3,651.71
3785	2024-02-21	Hastings Cty Clerks&Treasurers				
Member2024-01			10-10-12-43804 - Admin - Memt	Membership Fees 2024	275.00	275.00
3786	2024-02-21	Hydro One Networks Inc				
JAN/24 318 EDI			10-20-21-43410 - Fire - Hydro	Billing Period Dec 30 - Jan :	196.93	
			10-20-21-43410 - Fire - Hydro	Rebate Billing Period Dec 3	-37.36	
			10-00-00-12103 - Federal Rebal	HST Tax Code	9.68	
			10-00-00-12104 - Provincial Ret	HST Tax Code	12.07	181.32
Jan/24 331 M-0			10-80-81-43410 - Parks - Hydro	Billing Period - Dec 30- Jan	43.63	
			10-80-81-43410 - Parks - Hydro	Reb: Billing Period - Dec 30	-8.28	
			10-00-00-12103 - Federal Rebal	HST Tax Code	2.14	
			10-00-00-12104 - Provincial Ret	HST Tax Code	2.68	40.17
Jan/24 322 W-0			10-30-31-43410 - Roads - Hydr	Billing Period Dec 30 - Jan :	313.74	
			10-30-31-43410 - Roads - Hydr	Rebate Billing Period Dec 3	-59.50	
			10-00-00-12103 - Federal Rebal	HST Tax Code	15.42	
			10-00-00-12104 - Provincial Ret	HST Tax Code	19.23	288.89
Jan/24 354 S-01			15-40-41-43410 - Water - Hydro	Billing Period Dec 30 - Jan :	463.55	
			15-40-41-43410 - Water - Hydro	Rebate Billing Period Dec 3	-87.92	
			10-00-00-12103 - Federal Rebal	HST Tax Code	22.78	
			10-00-00-12104 - Provincial Ret	HST Tax Code	28.42	426.83
Jan/24 330 SEW			15-40-41-43411 - Wastewater -	Billing Period Dec 23 - Jan :	8,915.97	
			10-00-00-12103 - Federal Rebal	HST Tax Code	438.09	
			10-00-00-12104 - Provincial Ret	HST Tax Code	546.73	9,900.79
JAN/24 4th STP			15-40-41-43411 - Wastewater -	Billing Period - Jan 4 - Feb :	46.35	
			15-40-41-43411 - Wastewater -	Rebate Billing Period - Jan .	-8.79	
			10-00-00-12103 - Federal Rebal	HST Tax Code	2.28	
			10-00-00-12104 - Provincial Ret	HST Tax Code	2.84	42.68
Jan/24 1st P			15-40-41-43411 - Wastewater -	Billing Period - Jan 4-Feb 2,	381.30	

Town of Deseronto
List of Accounts for Approval
Batch: 2024-00024 to 2024-00024

COMPUTER CHEQUE

Payment #	Date	Vendor Name	GL Account	GL Transaction Description	Detail Amount	Payment Amount
Jan/24 STR LT			15-40-41-43411 - Wastewater -	Rebate Billing Period - Jan	-72.32	351.10
			10-00-00-12103 - Federal Rebal	HST Tax Code	18.74	
			10-00-00-12104 - Provincial Ret	HST Tax Code	23.38	
			10-30-31-43410 - Roads - Hydr	Billing Period - Dec 23 - Jar	2,265.19	
Jan/24 331 M TI			10-30-31-43410 - Roads - Hydr	Reb: Billing Period - Dec 23	-422.62	2,092.77
			10-00-00-12103 - Federal Rebal	HST Tax Code	111.30	
			10-00-00-12104 - Provincial Ret	HST Tax Code	138.90	
			10-10-12-43410 - Admin - Hydr	Billing Period - Dec 30 - Jar	637.56	
JAN/24 0 MAIN			10-10-12-43410 - Admin - Hydr	Reb: Billing Period - Dec 30	-120.91	587.07
			10-00-00-12103 - Federal Rebal	HST Tax Code	31.33	
			10-00-00-12104 - Provincial Ret	HST Tax Code	39.09	
			15-40-41-43410 - Water - Hydro	Billing Period Dec 30 - Jan :	46.40	
JAN/24 316 EDI			15-40-41-43410 - Water - Hydro	Rebate Billing Period Dec 3	-8.80	42.73
			10-00-00-12103 - Federal Rebal	HST Tax Code	2.28	
			10-00-00-12104 - Provincial Ret	HST Tax Code	2.85	
			10-20-21-43410 - Fire - Hydro	Billing Period Dec 30 - Jan :	191.53	
Jan/24 100 PRII			10-20-21-43410 - Fire - Hydro	Rebate Billing Period Dec 3	-36.33	176.36
			10-00-00-12103 - Federal Rebal	HST Tax Code	9.41	
			10-00-00-12104 - Provincial Ret	HST Tax Code	11.75	
			10-30-31-43410 - Roads - Hydr	Billing Period Dec 30 - Jan :	165.57	
Jan/24 100 M-0			10-95-95-43410 - Transit- -Hydr	Billing Period Dec 30 - Jan :	82.78	228.68
			10-95-95-43410 - Transit- -Hydr	Rebate Billing Period Decer	-47.10	
			10-00-00-12103 - Federal Rebal	HST Tax Code	12.20	
			10-00-00-12104 - Provincial Ret	HST Tax Code	15.23	
Jan/24 281 MPL			10-80-81-43410 - Parks - Hydro	Billing Period Nov 30 - Dec	65.25	60.08
			10-80-81-43410 - Parks - Hydro	Rebate Billing Period Nov 3	-12.38	
			10-00-00-12103 - Federal Rebal	HST Tax Code	3.21	
			10-00-00-12104 - Provincial Ret	HST Tax Code	4.00	
			15-40-41-43411 - Wastewater -	Billing Period - Dec 5 - Jan :	148.24	136.50
			15-40-41-43411 - Wastewater -	Rebate Billing Period - Dec	-28.11	
			10-00-00-12103 - Federal Rebal	HST Tax Code	7.28	
			10-00-00-12104 - Provincial Ret	HST Tax Code	9.09	
					Payment Total:	14,555.97
3787	2024-02-21	Pro-Tech Training Services Inc				
2326			10-95-95-43803 - Transit - Educ	Driver Improvement - Trans	966.72	1,073.50
			10-00-00-12103 - Federal Rebal	HST Tax Code	47.50	
			10-00-00-12104 - Provincial Ret	HST Tax Code	59.28	
2313			10-95-95-43803 - Transit - Educ	Daily Insp Training - Transit	966.72	1,073.50
			10-00-00-12103 - Federal Rebal	HST Tax Code	47.50	
			10-00-00-12104 - Provincial Ret	HST Tax Code	59.28	
2327			10-95-95-43803 - Transit - Educ	2 Driver Assmts, Ron & Joh	356.16	395.50
			10-00-00-12103 - Federal Rebal	HST Tax Code	17.50	
			10-00-00-12104 - Provincial Ret	HST Tax Code	21.84	
					Payment Total:	2,542.50
3788	2024-02-21	Quadient Leasing Canada Ltd.				
6299292			10-10-12-43140 - Admin - Posta	March 2024 Lease Pymt	136.06	151.09
			10-00-00-12103 - Federal Rebal	HST Tax Code	6.69	
			10-00-00-12104 - Provincial Ret	HST Tax Code	8.34	
3789	2024-02-21	Reliance Home Comfort				
51 Mechanic -01			10-80-83-43650 - Fitness Centre	Billing Period Dec 2 - Jan 2,	141.02	7.05
			10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	7.05	

Town of Deseronto
List of Accounts for Approval
Batch: 2024-00024 to 2024-00024

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	11.28	159.35
3790	2024-02-21	Swish Maintenance Limited			
K711790		10-80-83-43330 - Arena -Janitor	Cleaner, Garbage Bags, Pa	416.15	
		10-95-95-43600 - Transit - R & M	Cleaner, Garbage Bags, Pa	32.05	
		10-10-12-43330 - Admin - Janitc	Cleaner, Garbage Bags, Pa	34.35	
		10-00-00-12103 - Federal Rebal	HST Tax Code	3.26	
		10-00-00-12104 - Provincial Ret	HST Tax Code	4.07	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	20.81	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	33.29	543.98
3791	2024-02-21	Telizon			
0685702024021		10-30-31-43150 - Roads - Telep	Billing Period Feb 10 - Mar 1	47.30	
		10-30-31-43151 - Roads - Intern	Billing Period Feb 10 - Mar 1	60.19	
		10-00-00-12103 - Federal Rebal	HST Tax Code	5.28	
		10-00-00-12104 - Provincial Ret	HST Tax Code	6.59	119.36
3792	2024-02-21	Culligan Water			
4365457		10-30-31-43730 - Roads - Misc	Rds Cooler Rental	93.69	
		10-00-00-12103 - Federal Rebal	HST Tax Code	4.60	
		10-00-00-12104 - Provincial Ret	HST Tax Code	5.75	104.04
3793	2024-02-21	True Comfort Heating & Cooling			
23889		10-80-83-43300 - Arena -Buildin	Repl Bearings/Belts, Vento	2,080.00	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	104.00	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	166.40	2,350.40
3794	2024-02-21	Tyendinaga Propane			
31144G-1		10-80-83-43302 - Ice Maintenanc	Propane	61.64	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	3.08	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	4.93	69.65
3795	2024-02-21	Ultramar			
261395		10-30-31-43209 - Roads Materiz	Fuel	338.49	
		10-00-00-12103 - Federal Rebal	HST Tax Code	16.63	
		10-00-00-12104 - Provincial Ret	HST Tax Code	20.76	375.88
3796	2024-02-21	Waste Connection of Canada Inc			
7150-00004377:		10-40-43-44750 - Contract Serv	Jan/24 Residential Waste	5,737.57	
		10-40-43-44730 - Waste Contra	Jan/24 Residential Waste	10,007.08	
		10-00-00-12103 - Federal Rebal	HST Tax Code	281.92	
		10-00-00-12104 - Provincial Ret	HST Tax Code	351.83	16,378.40
7150-00004384:		10-80-83-44400 - Arena -Waste	Jan/24 Bin Pick Up	314.94	
		10-30-31-44400 - Roads - Waste	Jan/24 Bin Pick Up	310.05	
		10-00-00-12103 - Federal Rebal	HST Tax Code	15.23	
		10-00-00-12104 - Provincial Ret	HST Tax Code	19.02	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	15.75	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	25.20	700.19
			Payment Total:		17,078.59
			Total Computer Cheque:		47,844.95
			Total GEN:		47,844.95

Date Printed
2024-02-21 10:36 AM

Town of Deseronto
List of Accounts for Approval
Batch: 2024-00024 to 2024-00024

Certified Correct This February 21, 2024

Mayor

Maureen Nicholls

Treasurer

THIS AGREEMENT made the _____ day of _____, 2024.

BETWEEN:

Town of Deseronto
("Deseronto")

OF THE FIRST PART

- and -

Town of Greater Napanee
("Napanee")

OF THE SECOND PART

WHEREAS Napanee prioritizes the operations of Transit within the Town of Greater Napanee to assist community members with transportation;

AND WHEREAS Deseronto possesses or has in its employment personnel, vehicles and support systems necessary to provide the required services;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

1) General Provisions:

- a) Napanee hereby retains Deseronto and Deseronto hereby accepts such retainer to provide the services described in this Agreement (the "Services").
- b) The parties acknowledge and agree that Deseronto is a service provider and no person, employee, subcontractor or supplier of Deseronto shall be considered to be an employee of Napanee.
- c) No person, employee, subcontractor or supplier of Napanee shall be considered to be an employee of Deseronto.
- d) Nothing in this Contract shall be construed as:
 - i) constituting either party as the agent, employer or representative of the other party;
 - ii) creating a partnership; or

- iii) imposing upon either party any partnership duty, obligation or liability to the other party.
- e) Deseronto shall assume all liability for salaries, wages, bonuses, retirement, withholdings, worker's compensation, unemployment compensation, or other employee compensation or benefits, and all related taxes and premiums. Deseronto shall defend and indemnify Napanee against all such liabilities.
- f) Deseronto shall be solely responsible for safety in the performance of the Work and for compliance with all of the rules, regulations and practices required by any applicable health and safety legislation, shall be responsible to ensure that it has acceptable health and safety policies in place and shall be responsible for initiating, maintaining, supervising all safety precautions and programs in connection with the Services. Deseronto warrants and represents that Deseronto has knowledge of the safety requirements for and sole control over the Services and has the necessary safety policies and procedures in place to properly protect all employees, contractors, visitors, clients, customers, or others in compliance with the rules, regulations and practices of any applicable health and safety regulations as well as its own policies.

2) Term, Default and Termination:

- a) Deseronto and Napanee acknowledge that the Transit system has been serving both communities in an on-demand capacity on or near January 2021 on a pay-per use basis.
- b) That the Term of this formal Service Agreement shall be in effect to March 31, 2025 (the "Term") unless terminated earlier as set forth in below.
- c) Where one party to this Agreement determines that the other party is in default of its obligations as set out in this Agreement, that party shall provide the party in default with a written Notice of Default. The recipient of the Notice of Default shall be required to remedy such default, at its sole expense, within **thirty (30) days** of delivery of the Notice of Default. If the default cannot be corrected within **thirty (30) days** of delivery of the Notice of Default, the party in default shall be in compliance with this Agreement if:
 - i) The defaulting party commences the correction of the default within **thirty (30) days** of receipt of the Notice of Default; or
 - ii) The defaulting party provides a schedule to correct the default which is acceptable to the other party and corrects the default within the time set out in the schedule.
- d) In the event that the default is not corrected, the party that delivered the Notice of Default may:
 - i) Suspend performance of some or all of its obligations under this Agreement until the default is corrected;
 - ii) Correct the default at the defaulting party's expense; or
 - iii) Terminate this Agreement.

- e) No consent or waiver, express or implied, by either party of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations required in this Agreement. Failure on the part of either party to provide notification of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

3) Payments:

- a) In consideration of the proper performance of the obligations of Deseronto pursuant to this Agreement, Napanee shall pay Napanee a monthly service fee of \$ 12,000 (the "Service Fee") as full, final and complete consideration for Deseronto's services under this Agreement.
- b) The Service Fee shall be payable to Deseronto on the first (1st) day of every month that this Agreement is in effect.
- c) Deseronto shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Deseronto's obligations under this Agreement.
- d) Deseronto shall be responsible for payment of any and all traffic violations which may arise as a result of Deseronto's or its sub-contractors' actions in connection with performance of the Services.
- e) Deseronto shall retain all financial books, records, and other documents relevant to this Agreement for seven (7) years after final payment or until after resolution of any audit questions, whichever is longer. Federal, Provincial, or Napanee auditors and any other persons duly authorized by Napanee shall have full access to, and the right to examine, audit, copy, and make use of any and all said materials.
- f) For purposes of this agreement, Deseronto and Napanee agree that there shall be no penalty or interest to either party for the processing of payments. Napanee and Deseronto will both endeavour to the best of their ability to meet the requirements of the fee transfers outlined in this agreement.

4) Public Bus Service:

- a) Deseronto shall provide a scheduled public bus service to Napanee (the "Bus Service").
- b) The Bus Service shall consist of a single bus route and shall service no less than ten (10) bus stops in the Town of Greater Napanee in addition to bus stops in the Town of Deseronto and the City of Belleville, as set out in Schedule "A" to this Agreement.
- c) The Bus Service will be active for no less than ten (10) hours every weekday, excepting statutory holidays ("Operating Day"), as set out in Schedule "B" to this Agreement.
- d) Deseronto's buses will stop at each bus stop in the Town of Greater Napanee no fewer than four (4) times per Operating Day, as set out in Schedule "C" to this Agreement.

- e) Deseronto's buses will stop in the City of Belleville no fewer than three (3) times per day, as set out in Schedule "C" to this Agreement.
- f) Where a bus stop is to be located on or near the premises of a business, Deseronto shall obtain **any permission necessary** of the business owner.
- g) Deseronto shall provide all vehicles and drivers necessary to deliver the Bus Service.

5) Fleet:

- a) Deseronto owns the vehicles listed in Schedule "D" to this Agreement (the "Fleet").
- b) Deseronto will deploy the vehicles in the Fleet as necessary to deliver the Bus Service, in its sole discretion.
- c) Each and every vehicle in the Fleet shall be equipped with accessibility features and no fewer than one (1) accessible seating space.
- d) Each and every vehicle in the Fleet shall be equipped to receive tickets **and fare money**.
- e) Deseronto shall, at its sole expense, keep the vehicles in the Fleet adequately fueled to deliver the Bus Service.
- f) Deseronto shall be responsible, at its sole expense, for the regular cleaning and sanitation of the Fleet.
- g) Deseronto shall be responsible, at its sole expense, for all required repair and maintenance work on the Fleet.
- h) Deseronto shall ensure compliance with all requirements of Ontario's Commercial Vehicle Safety Program.
- i) Deseronto shall ensure that its employees or sub-contractors conduct and document inspections once per Operating Day of each and every vehicle in the Fleet that is used to deliver the Bus Service on that Operating Day. The inspection shall occur before the vehicle commences service for that Operating Day, and shall consist of:
 - i) Confirming cleanliness of the vehicle;
 - ii) Ensuring that the vehicle is safe;
 - iii) Ensuring that the vehicle is adequately fuelled;
 - iv) Ensuring that all accessibility features are functional; and
 - v) Ensuring that ticket and fare collection process is functional and secure.
- j) In situations where damage to a vehicle in the Fleet is caused by a third party, it is the responsibility of Deseronto to collect financial reimbursements from the third party for the costs associated with the repair of the damage.

6) Depot:

- a) Deseronto shall provide, at its sole expense, a bus depot facility for the storage, cleaning, and basic maintenance of the Fleet (the "Depot").
- b) Deseronto shall be responsible for the maintenance of the Depot and the attached employee parking lot, such maintenance to include repairs, cleaning and snow removal.

7) Training, Licences and Registration:

- a) Deseronto shall provide proper and complete training for all personnel working on the provision of the Services and ensure that all such personnel are fully knowledgeable of their duties and responsibilities.
- b) Deseronto shall ensure that all vehicle operators are trained, hold the proper license, and each vehicle shall be covered under the Deseronto Commercial Vehicle Operator's Registration (CVOR) certificate, if applicable.
- c) Deseronto shall ensure that all vehicles in the Fleet are properly registered for the delivery of the Bus Service.

8) Tickets:

- a) Customers using the Bus Service may purchase tickets that will allow them to access the Bus Service ("Tickets").
- b) Tickets shall be available in three (3) classes, each of which entitles the ticket holder to travel within certain areas:
 - i) A "Green" ticket shall entitle the ticket holder to travel only within the Town of Greater Napanee;
 - ii) A "Yellow" ticket shall entitle the ticket holder to travel from one municipality to an adjacent municipality:
 - (1) Between the Town of Greater Napanee and the Town of Deseronto; or
 - (2) Between the Town of Deseronto and the City of Belleville.
 - iii) A "Red" ticket shall entitle the ticket holder to travel between the Town of Greater Napanee and the City of Belleville.
- c) Each party to this Agreement may sell tickets on municipal premises and may delegate ticket sales to private businesses within its municipal boundaries, at the party's sole discretion. Where a party delegates Ticket sales to a private business, that party shall be responsible for collecting all revenue from Ticket sales from that private business.
- d) All revenue from Ticket sales collected by Napanee shall be remitted to Deseronto. Payments shall be made no later than the tenth (10th) business day of each calendar month for revenues collected in the previous calendar month.
- e) Notwithstanding Paragraph 7 of this Agreement, each party shall be responsible for the proper training of any person, including municipal employees, permitted to sell Tickets on its behalf.

9) Bus Stops:

- a) Each party to this Agreement shall be responsible for the maintenance of the bus stops located within its municipal boundaries. Maintenance shall include:
 - i) Ensuring all signs are visible, legible and in good repair;
 - ii) Ensuring that each bus stop is clear of debris, snow or other hazards;
 - iii) Ensuring that each bus stop is reasonably clean and sanitary;
 - iv) Ensuring that each bus stop is accessible to users of the Bus Service, including persons who use wheelchairs or other assistive devices; and
 - v) Ensuring that each bus stop provides unimpeded access to buses, including access by persons who use wheelchairs or other assistive devices.

10) Complaint Resolution:

- a) Napanee and Deseronto shall establish and operate a system for receiving complaints and feedback about the Bus Service ("Complaint System").
- b) Notwithstanding Paragraph 7 of this Agreement, Napanee shall be responsible for the training and supervision of Napanee employees involved in the operation of the Complaint System.
- c) Napanee shall forward every communication received by the Complaint System, or an accurate summary of the communication, to Deseronto no later than three (3) business days after receipt of the communication. **Communications shall be forwarded to Deseronto be email to gmaracle@deseronto.ca.**

11) Data Collection and Analysis:

Napanee shall provide Deseronto with access to all data and data analysis collected, generated, or otherwise in the possession of Napanee concerning the Bus Service.

12) Reimbursement to Napanee:

- a) Napanee may send an invoice to Deseronto once per month for reimbursement of administration duties related to Ticket sales, monitoring of the Complaint System, and forwarding the data collected.
- b) Each invoice shall be for an amount of money equal to no more than ten per cent (10%) of the monthly Service Fee. This amount shall be deemed to satisfy all administration incurred by Napanee in connection with this Agreement as permitted under 12a).
- c) Deseronto shall pay the amount claimed on each invoice no later than ten (10) business days after receipt of the invoice.

13) Adjustment to Service:

- a) Deseronto shall not make changes to the Bus Service that affect Napanee without the written authorization of Napanee. Such changes include, but are not limited to:
 - i) Changes to the cost of fares and tickets;
 - ii) Changes to the location or number of bus stops in the Town of Greater Napanee;
 - iii) Changes to the number of times a bus stop in the Town of Greater Napanee is serviced;
 - iv) Changes to the schedule of service times set out in Schedule "C" to this Agreement; and
 - v) Reductions, additions or changes to the Operating Days.
- b) Deseronto reserves the right to make changes to the composition and deployment of the Fleet without the authorization of Napanee.

14) Operations Meetings:

- a) The parties to this Agreement shall establish a joint committee for the purpose of optimizing the Bus Service (the "Committee").
- b) The Committee shall be composed of no fewer than one Council member and one staff member from each municipality.
- c) The parties to this Agreement will hold a meeting once per month to review the performance of the Bus Service, to identify aspects of its operation that require improvement, and to discuss steps to make required improvements.
- d) The Committee members shall make recommendations to their respective Councils for improving the Bus Service as discussed in the Committee's meetings.

15) Insurance and Liability:

- a) Deseronto shall obtain and maintain in force, at its expense, during the Term of this Agreement the following insurance:
 - i) standard automobile insurance covering owned, leased and rented automotive equipment, bodily injury and property damage insurance providing coverage of at least **twenty million (\$20,000,000.00) dollars** inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
 - ii) automobile physical damage insurance coverage for collision and comprehensive damages to the vehicles operated by Deseronto in the provision of Services under this Agreement, including a minimum deductible **of two thousand five hundred (\$2,500.00) dollars**;
 - iii) a commercial general liability insurance policy per occurrence providing coverage of at least **five million (\$5,000,000.00) dollars** inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:

- (1) non-owned automobile liability;
 - (2) independent sub-contractors;
 - (3) contractual liability including this Agreement;
 - (4) contingent employer's liability;
 - (5) employee theft or dishonesty;
 - (6) broad form property damage, including mobile equipment endorsement;
 - (7) environmental liability in the amount of not less than **five hundred thousand \$500,000.00 dollars**; and
 - (8) cross-liability;
- iv) worker's compensation coverage for all employees engaged by Deseronto in connection with the Services, in accordance with the laws of the Province of Ontario; and
- v) employer's liability insurance respecting employees of Deseronto with limits of liability of not less than **two million (\$2,000,000.00) dollars** per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by Deseronto in connection with the Services.
- b) Deseronto shall at all times and without limitation, indemnify and save harmless Napanee, its Councillors, directors, officers, employees, contractors, agents and representatives from and against any and all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of Napanee, its Councillors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of Deseronto's performance or purported performance or non-performance of its obligations and duties under this Agreement.
- c) Napanee shall at all times and without limitation, indemnify and save harmless Deseronto, its Councillors, directors, officers, employees, contractors, agents and representatives from and against any and all liabilities, losses, costs, damages, legal fees, disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of Deseronto, its Councillors, directors, officers, employees, contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of Napanee's performance or purported performance or non-performance of its obligations and duties under this Agreement.

16) Interpretation:

- a) The parties acknowledge and agree that the provisions of this Agreement, which by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiration of the Term, and shall not be merged therein or therewith.
- b) If any portion of this Agreement is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Agreement shall be deemed valid.
- c) Force Majeure:
 - i) Except for payment of all amounts due, neither party shall be liable to the other nor deemed in default under this Agreement if the party’s performance of this Agreement is prevented by a force majeure, such as an occurrence beyond the control and without the fault of the party.
 - ii) If either party is delayed in fulfilling its obligations under this Agreement by a force majeure, the delayed party shall notify the other party in writing, as soon as practical, of the delay and specific causes. The notice must be emailed or sent via registered mail, and must make a specific referent to this provision. The delayed party shall endeavor to end the delay as soon as practicable, and shall notify the other party upon completion of the delay.
- d) This Agreement constitutes the entire Agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Agreement.
- e) Except where explicitly permitted in this Agreement, this Agreement may not be altered or amended in any of its provisions except where any such alterations or amendments are reduced to writing and executed by the parties.
- f) This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.

17) Notices:

- a) For the purpose of this Agreement, the addresses of the parties are:

TOWN OF GREATER NAPANEE

and

TOWN OF DESERONTO

- b) Any communication, notice or service of documents required to be made in the course of this Agreement will be sufficient if delivered by hand or mailed to the abovementioned addresses. Notice given in any such manner shall be deemed to have been received on the day of delivery or upon the third day after the date of mailing, provided that normal postal service is available at the time of mailing and for three (3) days thereafter.
- c) Either party may change its mailing address or the contact person to receive notices by written notice to the other party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

In the absence of a corporate seal, an Affidavit of Execution and Affidavit Verifying Corporate Signing Authority shall be completed in full and shall form part of this Agreement.

Town of Greater Napanee

Per

Per

Town of Deseronto

Per

Per

DRAFT

Schedule “A”

Bus Stops

Town of Greater Napanee

1. Lenadco Complex- 310 Bridge St
2. Lennox and Addington County General Hospital- 8 Richmond Park Drive
3. 80 Baker Street
4. Lennox and Addington County Library/ Rotary Park – 38 Pearl Street
5. Market Square- 124 John Street
6. Camden Variety – 425 Camden Rd
7. Chuck’s Roadhouse – 9 Jim Kimmett Blvd.
8. Walmart – 89 Jim Kimmett Blvd.
9. Greater Napanee Arena – 16 MacPherson Drive
10. No Frills – 450 Centre St.
11. Metro – 35 Alkenbrack Street
12. 99 Advance Avenue

Town of Deseronto

1. Deseronto Pentecostal Church – 467 Dundas Street
2. Deseronto Fire Hall – 318 Edmon Street
3. 52 Brant Street
4. Deseronto Catholic Church- 213 Dundas Street

Township of Tyendinaga and Mohawks of the Bay of Quinte

1. 49 Quikstop – 215 Hwy 49
2. Queen and York Street Intersection

City of Belleville

1. JBS Foods – 240 Jamieson Bone Rd
2. Quinte Mall – 390 North Front Street
3. Belleville Bus Depot – 165 Pinnacle Street
4. Belleville General Hospital -265 Dundas Street
5. Bayview Mall – 470 Dundas Street

**Schedule “B”
Operating Days**

Operating Day	Hours of Service
Monday	05:00 – 19:00
Tuesday	05:00 – 19:00
Wednesday	05:00 – 19:00
Thursday	05:00 – 19:00
Friday	05:00 – 19:00

Statutory Holidays:

1. New Year’s Day (January 1)
2. Family Day – 3rd Monday in February
3. Good Friday – March 29, 2024
4. Easter Monday – April 1, 2024
5. Victoria Day – May 20, 2024
6. Canada Day – July 1
7. Civic Holiday – Monday August 5, 2024
8. Labour Day- September 1, 2024
9. Thanksgiving – October 14, 2024
10. Remembrance Day – November 11, 2024
11. Christmas Eve ½ day service (only morning operation) – December 24
12. Christmas Day- December 25
13. Boxing Day – December 26
14. New Year’s Eve ½ day service (only morning operation) – December 31

Schedule "C"
Route Schedule

DRAFT

Schedule "D"

Vehicles in Fleet

- 1) 2012 GMC Bluebird -VIN 1GD373BG2C1167913
- 2) 2016 Ford E-450 Goshen – VIN 1FDFE4FS8GDC13935
- 3) 2018 Ford E-450 – VIN 1FDFE4FS3JDC10383
- 4) 2018 DODGE GRAND CARAVAN – VIN 2C4RDGBG3JR309323

DRAFT

This Membership Agreement is made between the Corporation of the Town of Deseronto (the "Town") and _____ (the "Member").

This Agreement entitles the Member to access the fitness centre located in the Community Recreation Centre at 51 Mechanic Street, Deseronto, Ontario (the "Fitness Centre"), subject to the terms of this Agreement.

1. Fees

- 1.1. The Member will pay a monthly membership fee of \$35.00 plus applicable taxes for a period of 31 days.
- 1.2. The Member will pay a one-time fee of \$10.00 to be provided with a key fob.
- 1.3. In the event that the Member damages or misplaces their key fob, the Member will be required to purchase a replacement.

2. Facility Access

- 2.1. The Fitness Centre may be accessed between 6:00 a.m. and 10:00 p.m. daily during gym operation months, excluding statutory holidays. Members are not permitted to be in the Fitness Centre between 10:00 p.m. and 6:00 a.m.
- 2.2. The Member can access the Fitness Centre using their key fob.
- 2.3. The Member must scan their key fob on every entry to the Fitness Centre.
- 2.4. The Member may not open the door or otherwise facilitate entry to the Fitness Centre for any other person.
- 2.5. The Member may not permit any other person to use the Member's key fob.
- 2.6. The Member acknowledges and accepts that all uses of the Member's key fob are recorded by the Town.

3. Unstaffed facility

- 3.1. The Member acknowledges and accepts that the Fitness Centre is not staffed or supervised at any time.
- 3.2. The Fitness Centre is cleaned regularly by an employee of the Town. The employee will not inspect or repair the exercise machines or other equipment during these cleanings.
- 3.3. The exercise machines and other equipment will be inspected weekly by Town staff.
- 3.4. If any Member finds that an exercise machine or other piece of equipment in the Fitness Centre is damaged, broken, or otherwise not in proper working order, the Member must immediately discontinue use of that equipment and report the problem to the Town.

4. Fitness Centre Rules and Conduct

- 4.1. The Member must exit the Fitness Centre before 10:00 p.m.
- 4.2. No single visit to the Fitness Centre may exceed two (2) hours in duration.
- 4.3. The Member must clean all Fitness Centre equipment after use, using the provided spray bottle and paper towels or cloths.
- 4.4. The Member must return all equipment to its original location and/or setting after use.
- 4.5. If the rest of the Community Recreation Centre is closed, the Member shall travel directly and expeditiously between the Community Recreation Centre entrance and the Fitness Centre.

5. Security and Video Surveillance

- 5.1. The Fitness Centre, the Community Recreation Centre lobby, and the corridor leading to the Fitness Centre are under video surveillance at all times.
- 5.2. The Member consents to being recorded and to the Town retaining any video recordings of the Member for an indeterminate amount of time at the sole discretion of the Town.
- 5.3. The Member acknowledges that the video surveillance system will be monitored in accordance with the Town of Deseronto Video Surveillance Policy.
- 5.4. The Fitness Centre has a second exit which must only be used as an emergency exit door on the north side of the facility that will sound an alarm and notify the local Fire Department when opened.
- 5.5. The Fitness Centre has a courtesy telephone that the Member may use to contact the Town or 911 emergency services, if necessary.

6. Waiver, Release and Indemnity

- 6.1. The Member acknowledges that use of the Fitness Centre involves the risk of injury, including serious injury or death, and accepts this risk and all others arising from use of the Fitness Centre, even if arising from the negligence, gross negligence, equipment failure or any other cause related to those associated in any way with the Town and its employees, councilors, contractors and representatives (the "Releasees").
- 6.2. The Member acknowledges that the Fitness Centre is unsupervised and that the Member is solely responsible for their personal safety. The Member freely and knowingly assumes all responsibility for safely using the Fitness Centre and further assumes all risk associated with the use of the Fitness Centre and the equipment therein.
- 6.3. The Member hereby gives a full release and waiver of liability and all claims that the Member has or may have in the future against the Releasees from all liability for any loss, damage, injury or expense that the Member may suffer as a result of using any part or parts of the Fitness Centre due to any cause whatsoever including the forms of negligence set forth in paragraph 6.1 or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act on the part of the Releasees.
- 6.4. The Member agrees to indemnify and hold harmless the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from the Member's use of the Fitness Centre.
- 6.5. The Member acknowledges that they have read and understood this waiver, release and indemnity and understands that signing this agreement waives substantial legal rights (on the Member's behalf and on behalf of their heirs, executors, administrators, and next of kin), including the giving up of their right to sue any of the Releasees.

7. Suspension, Revocation and Termination of Membership

- 7.1. The Town may, without prior notice to the Member, suspend or revoke the membership of the Member where the Town determines, in its absolute discretion, that the Member has breached, violated or otherwise failed to comply with the terms of this agreement.
- 7.2. The Town may terminate the Member's membership without cause at the end of any membership period.

8. Severability and Entire Agreement

- 8.1. This document is the entire agreement between the Town and the Member.
- 8.2. If any term or provision of this Agreement is found invalid, it shall not affect the validity and enforcement of all remaining terms and provisions of this Agreement.



TOWN OF DESERONTO STAFF REPORT

Report Date: ***February 28th, 2024***
Entitled: ***Vacant Unit Rebate Program Commercial & Industrial Property***
Recipient: ***Council***
Submitted by: ***Mora Nicholls***

STAFF RECOMMENDATION

THAT Council approves that the Commercial and Industrial Vacant Unit Rebate Program in the Town of Deseronto be eliminated for vacancies in 2024 and all future taxation years.

BACKGROUND

In January 2023, Hastings County contracted Municipal Tax Equity (MTE) Consultants Inc. to complete a tax policy study and review that [ultimately resulted in the removal of the vacant and excess land subclasses](#) for commercial and industrial property classes available via MPAC. This change in tax policy affected all lower-tier municipalities in the County, and this was reflected in the 2023 final tax billing. The opt out for vacant and excess land subclasses is different than the vacant unit rebate program that is available under section 364 of the Municipal Act.

The vacant unit rebate program allowed municipalities an opportunity to opt-out beginning in 2017, but this had to be confirmed by regulation. Through 2020 municipalities had to make a request to the Minister and document that they had conducted public consultation on the subject. During this time, the Ministry encouraged submissions be made at the upper-tier level in order to:

- 1) Minimize the number of submissions; and
- 2) Encourage consistency of approach within Counties and Regions.

This expressed preference of the Ministry did make it appear that vacant unit rebates fell under the authority of the upper-tier, but they have always been ascribed as a

responsibility of the local area municipality under the Municipal Act. Hastings County did not opt-out of the program during the window of opportunity.

As of 2021, the ability to opt-out via municipal by-law was introduced. This is a very simple exercise, and no public consultation is required, however, the authority/responsibility rests now with the local Council, not the County. Currently, the Municipality offers a vacant unit rebate program eligible to Commercial and Industrial property owners as required under Section 364 of the Municipal Act. To qualify under this program the above noted properties must be vacant for a period of more than 90 consecutive days in the year and can apply to the Municipality for a rebate (reduction) in taxes. The deadline for this application is the end of February of the following taxation year. The current assessment on all of these properties is based on the properties being fully occupied and the tax bills are billed each year based on this premise. If the above noted properties are vacant throughout the year, the owners can make an application for a reduction. The Commercial properties are eligible for a 30% reduction and the Industrial properties are eligible for a 35% reduction.

As mentioned, up until 2017, the above scenario was legislated by the province. However, new legislation introduced by the Province now allows Municipalities to make the choice as to whether or not they want to continue the vacant unit rebate program. In 2020, the Province made amendments to allow municipalities to implement program changes through municipal by-law going forward, rather than requiring the approval of a regulatory amendment by the Minister of Finance. This can be reviewed in [Ontario Regulation 581/17](#) and [Ontario Regulation 325/01](#) which includes an inventory of municipalities. Currently, there are several municipalities who have eliminated the vacant unit rebate including the City of Belleville, City of Quinte West, and Prince Edward County, as well as all member municipalities in the County of Northumberland. There also are a couple in Hastings County that have eliminated the program which includes Hastings Highlands and Centre Hastings. There are more Hastings County municipalities in the process of taking by-laws to their Council's to eliminate the program.

OVERVIEW/ANALYSIS

Staff are recommending the elimination of the program for the primary reason that the vacant unit rebate program contributes to buildings remaining vacant for extended periods of time which can have a negative economic impact on the area in which the buildings are located.

Currently, municipalities are looking at approaches to tax vacant properties as a solution to the housing shortage. While this is a different tax classification, it is effectively similar in nature to discourage investments to be left unoccupied. Furthermore, the vacant unit rebate program is funded by all property tax classes but is only available to the Commercial and Industrial tax classes, not Residential and Multi-Residential. The removal of the program would provide fairness across all property tax classes and allow the measurement of assessments to be the main tool for allocated taxes.

FINANCIAL IMPACT

There is nominal impact to the Municipality as the program is not well utilized/there is minimal uptake. The elimination of the program ensures no further financial impact to the Municipality because of an increase in uptake.

IN CONSULTATION WITH

ATTACHMENTS

Draft by-law is under Section 15 of agenda for consideration.



TOWN OF DESERONTO STAFF REPORT

Report Date: ***February 28th, 2024***
Entitled: ***Statement of Remuneration & Expenses Paid to Council***
Recipient: ***Council***
Submitted by: ***Mora Nicholls***

STAFF RECOMMENDATION

THAT Council receive the 2023 Statement of Remuneration and Expenses paid to Council as per the Municipal Act RSO 2001.

BACKGROUND

Each year according to the Municipal Act RSO 2001 pursuant to Chapter 25, Section 284, Subsection (1); The Treasurer of a municipality shall in each year on or before March 31st, provide to the Council of the municipality an itemized statement on remuneration and expenses paid in the previous year.

OVERVIEW/ANALYSIS

This report is a requirement of the Municipal Act and is for information only.

FINANCIAL IMPACT

IN CONSULTATION WITH

ATTACHMENTS

Spreadsheet of costs for 2023

Statement of Remuneration and Expenses Paid to/for Council 2023

Pursuant to Chapter 25, Section 284, Subsection (1), Municipal Act RSO 2001

Name	Remuneration	Conferences /Traning	Mileage	Cell Phone	Total
Dan Johnston	\$ 14,282.16			\$ 600.00	\$ 14,882.16
Steve Everhardus	\$ 10,986.24				\$ 10,986.24
Norm Clark	\$ 9,887.64	\$ -	\$ 454.37		\$ 10,342.01
Kevin Smith	\$ 9,887.64				\$ 9,887.64
Jamie Zieman	\$ 9,887.64				\$ 9,887.64
Totals	\$ 54,931.32	\$ -	\$ 454.37	\$ 600.00	\$ 55,985.69

Statement from Quinte Conservation and Lower Trent Conservation Authorities
pursuant to Section 284 (3) of the Municipal Act for Municipal Appointees.

Quinte Conservation Appointee	Per Diem	Mileage	Total
Jamie Zieman	\$ 225.00	\$ 147.08	\$ 372.08



358 Main Street, P.O. 302
Deseronto, ON K0K 1X
Phone: 613-396-2744
Fax: 613-396-3466

Deseronto Public Library Board Minutes

Meeting Date: 30/01/2024

A meeting of the Deseronto Public Library Board was held on 23/05/2023 with the following members present:

- Chair: Mrs. J. Rixen
- Secretary: Ms. S. Lake
- Treasurer: CEO/Librarian: Ms. J. Lane
- Board Member: Mr. N. Clark
- Board Member: Mr. D. Simpson

1. Call to Order and welcome:

Meeting called to order by Board Chair at 5:00 pm.

Declaration of conflict of interest:

No conflicts of interest were declared.

2. Approval of the Agenda:

*The motion was moved by Mr. Clarke and seconded by Mr. Simpson to approve the agenda.
"CARRIED"*

3. Approval of Previous Board Minutes: (November 2023)

*The motion was moved by Mr. Clarke and seconded by Mr. Simpson to approve the previous board meeting minutes.
"CARRIED"*

4. Business Arising from Previous Minutes:

- a. Library Meeting Schedule
 - i. The 2024 meeting schedule was distributed via email.

*The motion was moved by Mr. Clarke and seconded by Mr. Simpson to follow the meeting schedule that was distributed via email for the year's meetings.
"CARRIED"*



358 Main Street, P.O. 302
Deseronto, ON K0K 1X
Phone: 613-396-2744
Fax: 613-396-3466

5. Information Items:

a. Financial Report November & December 2023

- i. Review of previously approved budget (minor update added for staff wages)
 - The Library adjusted projections by 3.8% to match the COLA percentage, which is the Cost of Living Increase percentage that the town is asking for from the Council. The budget will be discussed at town council meeting February 8th at 5:00 pm.
 - Mr. Simpson asked about what looked to be a \$17,000 shortage, Ms. Lane explained the guaranteed provincial grants and self generated revenue covers this shortfall.
- ii.

The motion to receive the receive the financial report was moved by Ms. Lake and seconded by Mr. Clarke
“CARRIED”

b. CEO report

- i. Current Projects
 - WSIB Emergency Procedures Update Program
 - Received first rebate of \$2000 at the end of 2023.
 - Successfully completed 2 topics.
 - Next topic is First Aid – all library staff will be certified in First Aid. There is lots of interest from the community to participate in the training (the town and the Legion). There are more people then spots – 17 people are interested in participating, and the library will be charging \$75.00 per spot making some money for the library.
 - LEAF FLEXspace project
 - Last project completed – 3 electric height adjustable desks have been added to the library equipment. The library kept it local and hired a Kingston company. This increases the library’s accessibility footprint.
 - Community Partnerships
 - Ms. Lane is still having challenges with the county, however, direct phone numbers have been provided to help with employment services for the county, resume support is the biggest request. Ideally Ms. Lane would like a person to support inquiries versus phone numbers.
 - The library would like to see Hastings County staff their rented space with a general staff member to serve as a service “hot desk” for the community.



358 Main Street, P.O. 302
Deseronto, ON K0K 1X
Phone: 613-396-2744
Fax: 613-396-3466

- There may be an opportunity to get additional income from the girl guides as currently the library is not charging them rent.
- ii. Statistics Summary
 - Social media down in November and December as Ms. Lane was not here to manage it.
 - On a positive note, The Holiday Basket Raffle raised \$900 with the Friends of the Library.
 - Totals for new and renewed cards for 2023 are 547 which is amazing per capita for the size of the town.
 - Surprisingly LIBBY outperformed DVDs for the first time in 2023
 - Foot traffic in 2023 has increased exponentially from 2022. The foot traffic in 2022 was 1814 and the foot traffic in 2023 was 8121.
- iii. Programming Summary
 - November and December were busy with class visits and participating in the Santa Claus Parade.
- iv. Staff Education
 - All 5 staff members will be certified at the end of the First Aid Training
 - Ms. Lane, Richard and Britney attended the OLA super conference in Toronto with 3 of them in attendance it allowed for them to cover more ground. They will be sharing their experience with the rest of the staff.
- v. WSIB Program update & Grants
 - WSIB Program – see section above.
 - The library received a donation of \$5000 from the Deseronto Legion and grant of \$7500 from Trenval. Both donations will help fund the kitchen renovation.
- vi. *Motion to receive the CEO Report*

The motion to receive the receive the CEO report was moved by Mr. Simpson and seconded by Mrs. Rixen
“CARRIED”

6. Action Items

- a. Policy Review Committee – revisit with priority to look at Code of Conduct Policy GOV15 and the MOU Draft with the Town
 - i. Set a date: February 16th @ 5:00 pm
- b. Year 2 of the board cycle overview
 - i. See attached documents – with particular attention to the MOU example from Blue Mountains Public Library
 - ii. Can the board choose a day in February or March that we can have a longer meeting dedicated to regrouping and strategizing for the coming year.



358 Main Street, P.O. 302
Deseronto, ON K0K 1X
Phone: 613-396-2744
Fax: 613-396-3466

- iii. Date Selected: Ms. Lane to send out an email for board members to select a date in March.

7. Date for Next Regular Meeting

- a. Next Meeting Confirmation for February 13th, 2024, at 5:00 pm
 - i. *Motion to approve*

The motion to approve was moved by Mr. Clarke and seconded by Mr. Simpson to confirm the next regular board meeting for February 13th, 2024 at 5:00pm.

"CARRIED"

8. Adjournment

The motion was moved by Mrs. Rixen and seconded by Mr. Simpson to adjourn the meeting at 5:39 pm.

"CARRIED"



HELPING HANDS FOODBANK
316 EDMON STREET
DESERONTO, ON
Partnering With Gleaners Foodbank
“Sharing & Caring”

February 14, 2024

Mayor and Council
Town of Deseronto
331 Main St.,
Deseronto ON K0k 1X0

Dear Mayor Johnston and council members,

Well another year has passed and our local foodbank weathered the storm of increase households served, increase in food prices and downward trend in food donations. These factors have played a part in the change we are noticing in our operation. The foodbank is so lucky to have our small group of volunteers of supporting the operation and our mission in helping those less fortunate.

Once again we want to thank the Mayor and council for the continued use of the current space at the fire hall. We feel very fortunate to have this space made available to us. Without it we would be looking at a major hurdle. Also we extend our gratitude to the town hall staff for working with us and allowing food donations to be dropped off at the Town Hall. Please pass on our appreciation.

We continue to be open the third Thursday of each month and of course for all emergency needs in between openings. This year I have attached a break down and comparison in stats for 2023 and 2022. You will notice the increase we dealt with over 2023. We feel that there is an urgent need for an increase in the ODSP and Ont. Works programs to help these families to at

least raise their benefit to the cost of living to make up for the number of years the benefits were frozen. If the town fathers have any influence on this matter at any level it would certainly be a step in the right direction.

We continue to be associated with QRFSA. (Quinte Regional Food Service Assoc.) Our group of foodbanks consist of Picton, Wellington, Deseronto, Stirling, North Frontenac and last year Bancroft joined. Supplies of non-perishable and frozen food items coming down from the Ontario foodbank system in Toronto are warehoused at Gleaners in Belleville. Each month each foodbank is either delivered or picked up their allotted amount from the warehouse, which makes a huge difference in the amount we might have to purchase.

Since Covid we rolled into our program, the Christmas Sharing program. This year we assisted 55 households in Deseronto, Tyendinaga Twsp. and non-status families living on the Tyendinaga Mohawk Territory.

So in closing, we ask council to pass onto upper levels of government the need for some action, whatever it may be, in helping to reduce the use of foodbanks. We feel no one in Canada in 2024 should be making use of foodbanks to survive.

Thank you for your time and we wish Mayor and council all the best in this New Year.

Yours sincerely,

The Volunteers of Helping Hands Foodbank

A handwritten signature in blue ink, appearing to read "J. McGlade". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

2022 Helping Hands Fo Deseronto Yearly Report

Month	Column2	Column3	Column32
	Households	Adults	Children
January	37	57	33
February	26	36	23
March	36	54	33
April	27	38	16
May	30	45	27
June	37	55	31
July	36	51	31
August	35	54	28
September	49	67	38
October	37	47	27
November	42	62	37
December	53	77	43
TOTAL 2023	445	643	364
2022	339	439	249
Food From Warehouse in 2023	15,658 lbs		
Churches; community; parades	???????????????		
Food purchased	?????????		

REPORT TO MUNICIPAL COUNCIL DESERONTO PUBLIC LIBRARY



By: Julie Lane - CEO

Introduction

The Deseronto Public Library is looking for Council support in their application to the Ontario Trillium Foundation Capital Stream for March 2024. The Capital project that the Library is seeking funding for are to upgrade the public washroom facilities and to replace the HVAC equipment that has reached its end of expected life. This includes two furnaces, two air conditioning units, and adjustments to the HVAC to ensure proper venting. The scope of this project is well beyond the financial means of the Library and so we are seeking external grant funding options.

Section 1: Bathrooms

There are two public washrooms at the Library that are used constantly. There are a total of three toilets, one urinal, and two sinks, between the two bathrooms. Both washrooms have the space to be considered accessible washrooms, but there are a number of other factors that pose barriers to library users.

Additionally, the fixtures in the washrooms are not energy efficient. As we move forward, the costs of utilities are increasing and we want to do what we can to ensure we are being as cost

effective as possible. By having automatic fixtures this will not only reduce access barriers, but also reduce water waste as newer plumbing fixtures are more efficient in water use.

Our goal is to have one of the washrooms be dedicated to general access as an all-gender washroom. The other washroom would be the fully accessible facility.

Section 2: HVAC System

We have been informed by two different HVAC service companies that our two furnace units have reached their end of expected life and are on “borrowed time”. Further, the location of both of our air conditioning units is not appropriate and with the potential of upgrading the furnaces, we want to future-proof the system by also upgrading the air conditioning.

Ensuring our HVAC system is up to date is crucial as a public space. We want to be offering the safest and most accessible space for our community and that must include the environment we are stewarding.

Fiscal responsibility here is also front of mind. The cost of maintaining all four pieces of equipment is increasing quickly and as the units are on borrowed time, putting the public library operating dollars into that maintenance is not an investment that will serve the public long-term.

Conclusion

Given these two crucial areas of need in the Library’s physical infrastructure, the Deseronto Public Library is asking for a motion to be passed by council supporting the Library’s application to the Ontario Trillium Foundation, Capital Grant Stream, with the necessary support from town staff.



TOWN OF DESERONTO

4TH QUARTER PERFORMANCE REPORT

**For the period of
NOVEMBER 1, 2023 TO DECEMBER 31, 2023**

Prepared by:



Table of Contents

1. Process Performance & Regulatory Compliance.....	3
1.1 Summary of Non-Compliances & AWQIs	3
1.1.1 Flow & Volumes.....	4
1.1.2 Water Quality	6
1.1.3 Loadings and Concentrations	8
<i>Deseronto Wastewater Treatment Facility</i>	8
1.2 Reporting	9
1.2.1 Annual Report (Section 11)	9
1.2.2 Summary Report (Schedule 22).....	10
1.2.3 Client Reporting Requirements	10
1.3 Third Party Inspections & Results.....	10
1.4 Drinking Water Quality Management Standard (DWQMS)	10
1.4.1 Risk Assessment.....	10
1.4.2 Review & Provision of Infrastructure	10
1.4.3 Internal Audits	11
1.4.4 External Audits.....	11
1.4.5 Management Review.....	11
2. Operations & Maintenance	12
2.1 Scheduled and Unscheduled Maintenance	12
2.2 Status of Capital Projects.....	12
2.3 Community Complaints	12
3. Health & Safety	12
3.1 Incidents	12
3.2 Training.....	12

1. Process Performance & Regulatory Compliance

1.1 Summary of Non-Compliances & AWQIs

From **November 1, 2023** to **December 31, 2023**:

- Number of Non-Compliances = **0**
- Number of Adverse Water Quality Incidents (AWQIs) = **0**

The table below summarizes the Town of Deseronto Water Systems and Wastewater Treatment Plants performance in accordance with the regulatory limits set out in:

- Municipal Drinking Water Licenses (MDWL)
- Permit To Take Water (PTTW)
- Environmental Compliance Approval
- Ontario Regulation 170/03

2023	Non-Compliances	AWQIs
November	0	0
December	0	0

Description of Non-Compliances

The following is a summary of the requirements of the Act, the regulations, the system’s approval, drinking water works permit, municipal drinking water license, and any orders applicable to the system that were not met at any time during the time period covered by this report; as well as the duration of the failure and the measures that were taken to correct the failure:

Facility	Non-Compliance(s)	Duration	Required Actions & Corrective Actions
n/a	n/a	n/a	n/a

Description of AWQIs

The following contains details on notices submitted in accordance with subsection 18(1) of the Safe Drinking Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to the Spills Action Centre:

Facility	Date of Incident (yyyy/mm/dd)	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date (yyyy/mm/dd)
n/a	n/a	n/a	n/a	n/a	n/a	n/a

1.1.1 Flow & Volumes

Water Treatment Plants

Raw Water Daily flows

During the reporting period, daily (m³/day) raw water taking was **within the limits** of the PTTW:

- Deseronto Drinking Water System

	Raw Water Flows Average, Maximum, Minimum Daily Flow & Total Quarterly Flow For November 1 – December 31, 2023					
Facility Name	Maximum allowable taking per day (m ³ /day)	Within Limits	Average Daily Flows (m ³ /day)	Minimum Daily Flows (m ³ /day)	Maximum Daily Flows (m ³ /day)	Total Flows (m ³)
Deseronto DWS	2,946	Yes	1,552	1,142	1,909	94,647

During the reporting period, the individual source for raw water taking (l/s) and (m³/day) was **within the limits** of the PTTW:

	Raw Water Flows Maximum litres per minute and maximum daily flows For November 1 – December 31, 2023					
Facility Name	Source	Maximum Allowable Taking per minute (Litres)	Maximum taking per minute (Litres)	Maximum Daily Flows (m ³ /day)	Maximum allowable taking per day (m ³ /day)	Within Limits
Deseronto WTP	Bay of Quinte	2,050	1,326	1,909	2,946	Yes

Treated Water Daily flows

During the reporting period, the Drinking Water System was **within the rated capacity** (m³/day) of the Municipal Drinking Water Licence:

- Deseronto DWS

Treated Water Flows						
Average, Maximum, Minimum Daily Flow & Total Quarterly Flow						
For November 1 – December 31, 2023						
Facility Name	MDWL Rated Capacity (m ³ /day)	Within Limits	Average Daily Flows (m ³ /day)	Minimum Daily Flows (m ³ /day)	Maximum Daily Flows (m ³ /day)	Total Flows (m ³)
Deseronto DWS	2,946	Yes	1,550	1,135	1,994	94,539

Wastewater Treatment Plant

Raw Water Daily flows

During the reporting period, the flows remained below the rated capacity at the Deseronto Wastewater Treatment Plant.

Raw Sewage Flows						
Average, Maximum, Minimum Daily Flow & Total Quarterly Flow						
For November 1 – December 31, 2023						
Facility Name	Rated Capacity (m ³ /day)	Within Limits	Average Daily Flows (m ³ /day)	Minimum Daily Flows (m ³ /day)	Maximum Daily Flows (m ³ /day)	Total Flows (m ³)
Deseronto WWTP	2,400	No	1,470	695	3,683	86,344

Final Effluent Daily flows

Final Effluent Flows				
Average, Maximum, Minimum Daily Flow & Total Quarterly Flow				
For November 1 – December 31, 2023				
Facility Name	Average Daily Flows (m ³ /day)	Minimum Daily Flows (m ³ /day)	Maximum Daily Flows (m ³ /day)	Total Flows (m ³)
Deseronto WWTP	1,430.3	974.4	2,314.9	87,752

1.1.2 Water Quality

Microbiological Testing

During the reporting period, all raw water samples were taken as per O. Reg. 170/03 and are summarized below:

Raw Water Microbiological Data - For November 1 – December 31, 2023					
Facility Name	# of Bacti Samples	Min. TC (cfu/100mL)	Max. TC (cfu/100mL)	Min. E.coli (cfu/100mL)	Max. E.coli (cfu/100mL)
Deseronto DWS	8	0	10	0	0

** Min. = Minimum, Max. = Maximum, TC = Total Coliform, E.coli = Escherichia coli, N/R = Not Required

During the reporting period, all treated water samples were taken as per O. Reg. 170/03 and are summarized below:

Treated Water Microbiological Data - For November 1 – December 31, 2023							
Facility Name	# of Bacti Samples	Min. TC (cfu/100mL)	Max. TC (cfu/100mL)	Min. E.coli (cfu/100mL)	Max. E.coli (cfu/100mL)	Min. HPC (cfu/mL)	Max. HPC (cfu/mL)
Deseronto DWS	8	0	0	0	0	n/a	n/a

** Min. = Minimum, Max. = Maximum, TC = Total Coliform, E.coli = Escherichia coli, N/R = Not Required

During the reporting period, all Distribution water samples were taken as per O. Reg. 170/03 and are summarized below:

Distribution Water Microbiological Data - For November 1 – December 31, 2023							
Facility Name	# of Bacti Samples	Min. TC (cfu/100mL)	Max. TC (cfu/100mL)	Min. E.coli (cfu/100mL)	Max. E.coli (cfu/100mL)	Min. HPC (cfu/mL)	Max. HPC (cfu/mL)
Deseronto DWS	24	0	0	0	0	0	2

** Min. = Minimum, Max. = Maximum, TC = Total Coliform, E.coli = Escherichia coli, N/R = Not Required

Quarterly Samples

Distribution Water: Trihalomethanes (THMs) and Haloacetic Acids (HAAs)

Distribution Water THM Data - For November 1 – December 31, 2023					
Facility Name	THM Concentration (ug/L)	Running Annual Average (ug/L)	HAA Concentration (ug/L)	Running Annual Average (ug/L)	Below MAC
Deseronto DWS	n/a	n/a	n/a	n/a	n/a

Additional Monitoring Results

Filter Backwash

Summarized below, the additional monitoring of the filter backwash results as required by the following Municipal Drinking Water Licences:

Filter Backwash Results - For November 1 – December 31, 2023		
Facility Name	#Number of Samples	Suspended Solids (mg/L)
Deseronto DWS	n/a	n/a

Micocystins

Raw and Treated Water Microcystin Data - For November 1 – December 31, 2023				
Facility Name	#Number of Samples	Raw Water: Avg. Microcystins (µg/L)	#Number of Samples	Treated Water: Avg. Microcystins (µg/L)
Deseronto DWS	n/a	n/a	n/a	n/a

Annual Samples

Treated Water: Schedule 23 & Schedule 24

No samples were taken during the reporting period.

60 Month Samples

Treated Water: Sodium

No samples for Sodium were required to be taken during the reporting period.

Treated Water: Fluoride

No samples for Fluoride were required to be taken during the reporting period.

Treated Water Chlorine Summary

Treated Water			
Minimum, Maximum, Average Free Chlorine Residual			
For November 1 – December 31, 2023			
Facility Name	Treated Water: Min Free Cl₂ Residuals (mg/L)	Treated Water: Max Free Cl₂ Residuals (mg/L)	Treated Water: Avg. Free Cl₂ Residuals (mg/L)
Deseronto DWS	1.20	1.92	1.57

Treated Water Turbidity Summary

	Treated Water Minimum, Maximum and Average Turbidity For November 1 – December 31, 2023			
Facility Name	Sample Location/Type	Treated Water: Min Turbidity (NTU)	Treated Water: Max Turbidity (NTU)	Treated Water: Avg. Turbidity (NTU)
Deseronto DWS	Filter #1	0.031	0.086	0.034
	Filter #2	0.032	0.092	0.035
	Filter #3	0.024	0.080	0.027

1.1.3 Loadings and Concentrations

Deseronto Wastewater Treatment Facility

Summarized below are the raw sewage concentrations for samples taken as per ECA # 0589-AXZPCW:

Raw Sewage Monitoring For November 1 – December 31, 2023				
Month	Raw Avg. BOD5 (mg/L)	Raw Avg. TSS(mg/L)	Raw Avg. TKN (mg/L)	Raw Avg. Phos. (mg/L)
November	149.5	213	31.8	3.84
December	58.8	111	13.3	1.2

Summarized below are the final effluent concentrations and loadings for samples taken as per ECA # 0589-AXZPCW:

Final Effluent Monitoring For November 1 – December 31, 2023					
Month	Eff Avg. CBOD5 (mg/L)	Eff Avg. TSS(mg/L)	Eff Avg. Phos. (mg/L)	Avg. Geometric Mean (E.coli)	pH- Min-Max
November	2	2.75	0.0375	2	6.36-6.68
December	3.5	2.5	0.04	2	6.89-7.24
Limits	15	15	0.2	200	6.0-9.5
Within Limits	Yes	Yes	Yes	Yes	Yes

1.2 Reporting

A summary of the reports submitted by OCWA to/on behalf of the Deseronto are summarized in the table below:

Report	Submission Frequency	Submit To	Submission Date
Annual Report (Section 11)	Annually (by February 28)	Owner	Will be submitted in 1 st Quarter of 2024
Summary Report (Schedule 22)	Annually (to Council by March 31)	Owner	Will be submitted in 1 st Quarter of 2024
Wastewater Annual Summary Report	Annually (to the Ministry by March 31)	MECP	Will be submitted in 1 st Quarter of 2024

1.2.1 Annual Report (Section 11)

As required by Section 11 of O. Reg 170/03, OCWA prepares a report for the Town of Deseronto that covers the period from January 1 to December 31 by no later than February 28 of the following year. The annual report must:

- a) contain a brief description of the drinking water system, including a list of water treatment chemicals used by the system during the period covered by the report;
- b) summarize any reports made to the Ministry under subsection 18 (1) of the Act or section 16-4 of Schedule 16 during the period covered by the report;
- c) summarize the results of tests required under this Regulation, or under an approval, municipal drinking water licence or order, including an OWRA order, during the period covered by the report and, if tests required under this Regulation in respect of a parameter were not required during that period, summarize the most recent results of tests of that parameter;
- d) describe any corrective actions taken under Schedule 17 or 18 during the period covered by the report;
- e) describe any major expenses incurred during the period covered by the report to install, repair or replace required equipment;
- f) in the case of a large municipal residential system or a small municipal residential system, include a statement of where a report prepared under Schedule 22 will be available for inspection under subsection 12 (4); and
- g) in the case of a large municipal residential system, small municipal residential system or non-municipal year-round residential system, specify the number of points sampled during the periods described in subsection 15.1-4 (2) or subsection 15.1-5 (5) of Schedule 15.1 to the Regulation, the number of samples taken, and the number of points where a sample exceeded the prescribed standard for lead during those periods. O. Reg. 170/03, s. 11 (6); O. Reg. 418/09, s. 8; O. Reg. 458/16, s. 6 (1).

“The owner of a drinking water system shall ensure that a copy of an annual report for the system is given, without charge, to every person who requests a copy. If a drinking water system is connected to and receives all of its drinking water from another drinking water system, the owner of the system that obtains the water shall ensure that a copy of an annual report for the system from which the water is obtained is given, without charge, to every person who requests a copy. Every time that an annual report is prepared for a drinking water system, the owner of the system shall ensure that effective steps are taken to advise users of water from the system that copies of the report are available, without charge, and of how a copy may be obtained. If the DWS serves more than 10,000 people, the owner of the system shall ensure that a copy of every report prepared under this section is available to the public at no charge on a website on the Internet.”

1.2.2 Summary Report (Schedule 22)

As required by Schedule 22 of O. Reg 170/03 OCWA prepares a report on behalf of the Township of Deseronto by no later than March 31 each year for the preceding year. This report is to be given to members of council.

“The report must,

- a) List the requirements of the Act, the regulations, the system’s approval, drinking water works permit, municipal drinking water licence, and any orders applicable to the system that were not met at any time during the period covered by the report; and
- b) For each requirement referred to that was not met, specify the duration of the failure and the measures that were taken to correct the failure.

The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system:

1. A summary of the quantities and flow rates of the water supplied during the period covered by the report, including monthly average and maximum daily flows.
2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system’s approval, drinking water works permit or municipal drinking water licence, or if the system is receiving all of its water from another system under an agreement pursuant to subsection 5 (4), to the flow rates specified in the written agreement.”

1.2.3 Client Reporting Requirements

As required by the Service Agreement between Ontario Clean Water Agency and The Corporation of The Town of Deseronto, a quarterly performance report will be provided to the Town.

1.3 Third Party Inspections & Results

There were no inspections during this quarter.

1.4 Drinking Water Quality Management Standard (DWQMS)

1.4.1 Risk Assessment

As required by the DWQMS, potential hazardous events and associated risks are ranked and control measures/critical control points are identified during the risk assessment process. A risk assessment is conducted at least once every 36 months and the currency of the risk assessment is verified at least once every calendar year.

The last 36 month risk assessment was completed to the DWQMS 2.0 standard and was performed on **January 16, 2024**; the next risk assessment is tentatively scheduled for **January 2027**.

The next risk assessment verification is scheduled for **fall 2024**.

1.4.2 Review & Provision of Infrastructure

As per the Operational Plan, at least once every calendar year, Operations Management in conjunction with operations personnel conducts a review of the drinking water system’s infrastructure to assess its adequacy for the operation and maintenance of the system.

The output of the review is a 6 year rolling Capital and Major Maintenance Recommendations Report to assist the Owner and OCWA with planning infrastructure needs for the short and long-term. This report is submitted,

at least once every calendar year by Operations Management by October 31st to the Owner for review and approval. Together with the Owner, Operations Management determines and documents timelines and responsibilities for implementation of priority items.

The Senior Operations Manager ensures that results of the review are included as input to the Management Review process.

1.4.3 Internal Audits

As required by DWQMS, internal audits are to occur at least once every calendar year. The last internal audit was completed in 2023. The purpose of the internal audit is to ensure that the requirements of DWQMS continue to be met, and that concrete/measurable steps are taken to continually improve.

1.4.4 External Audits

A Transition Audit was performed on **December 1, 2023**. The requirement is that a Full Scope Accreditation is applied for within 6 months of the Limited Scope Transitional Accreditation certificate being issued. Once fully accredited, an external audit is performed by a third-party auditor (SAI Global) so that the Operating Authority may maintain their accreditation of the facility. The external audits run on a 3 year cycle as follows:

- Full scope (re)accreditation
- S1: Surveillance Audit
- S2: Surveillance Audit

1.4.5 Management Review

The Management Review is required to be completed at least once every calendar year. As OCWA started as the Operating Authority in November 2023, the management review is scheduled for the second quarter of 2024. During the management review, participants are required to review:

- a. incidents of regulatory non-compliance,
- b. incidents of adverse drinking-water tests,
- c. deviations from critical control point limits and response actions,
- d. the efficacy of the risk assessment process,
- e. internal and third-party audit results,
- f. results of emergency response testing,
- g. operational performance,
- h. raw water supply and drinking water quality trends,
- i. follow-up on action items from previous management reviews,
- j. the status of management action items identified between reviews,
- k. changes that could affect the Quality Management System,
- l. consumer feedback,
- m. the resources needed to maintain the Quality Management System,
- n. the results of the infrastructure review,
- o. Operational Plan currency, content and updates, and
- p. Staff suggestions.

The minutes from the Management Review will be sent to the Town of Deseronto following the completion of the review.

2. Operations & Maintenance

2.1 Scheduled and Unscheduled Maintenance

Summarized below is the major maintenance that took place between November 1, 2023 and December 31, 2023:

Facility	Maintenance Details
Deseronto DWS	<ul style="list-style-type: none"> Filter 2 effluent flowmeter fail on November 22, 2023. Tower Electronics replaced existing flowmeter with temporary transit time on November 23, 2023 until new flowmeter was installed on February 1, 2024. Annual maintenance on boiler system Annual calibration of flow meters
Deseronto WWTP	<ul style="list-style-type: none"> Annual maintenance on boiler system, replacement of broken recirculation pumps Installation of gas monitoring equipment in raw sewage building Annual calibration of flow meters

2.2 Status of Capital Projects

OCWA was not the operating authority for the majority of 2023. The status of capital projects will be included in the 1st quarter of 2024 report.

2.3 Community Complaints

Summary of Community Complaints- November 1- December 31, 2023			
Facility	Date	Details of Compliant	Actions Taken
Deseronto DWS	n/a	n/a	n/a

3. Health & Safety

3.1 Incidents

- Number of Health & Safety Incidents Reported = 0

2023	Health & Safety Incidents	
	# Reported	Details
November	0	n/a
December	0	n/a

3.2 Training

The following safety topics/training were provided to staff during the reporting period:

2023	Topics
November	<ul style="list-style-type: none"> No training to report

December	<ul style="list-style-type: none">• Lockout/Tagout Training• Maintaining Your Operator Certificates/Licences
----------	---



Trent Valley Hub
131 St. Paul Street
PO Box 20157
Belleville, Ontario
K8N 5V1
Tel: (613) 962-5454
Fax: (613) 962-1966

February 07, 2024

Cathy Chisholm
District Manager
Ministry of the Environment, Conservation and Parks
Kingston District Office

Dear Cathy Chisholm:

Re: Deseronto WPCP 2023 Q4 Bypass and Overflow Event(s) Report

Amended Environmental Compliance Approval #0589-AXZPCW Section 4(6) and Section 5(6) issued June 18th, 2018 for the Deseronto WPCP requires a quarterly *Bypass Event(s) and Overflow Event(s) Summary Report* be submitted to the District Manager, no later than February 15, May 15, August 15, and November 15 each calendar year.

The Bypass Event(s) summary report shall contain, at a minimum, the types of information set out in Paragraphs (3), (4) and (5) for Bypass(es).

- the type of the Bypass as indicated in Paragraph 1 and the reason(s) for the Bypass;
- the date and time of the beginning of the Bypass;
- the treatment process(es) gone through prior to the Bypass and the treatment process(es) bypassed;
- the the effort(s) done to maximize the flow through the downstream treatment process(es) and the reason(s) why the Bypass was not avoided.
- the date and time of the end of the Bypass;
- the estimated or measured volume of Bypass.
- a statement of compliance or a summary of the non-compliance notifications submitted as required under Paragraph 1 of Condition 11 (compliance limit exceedances);
- Sample results as outlined in Section 4 (5)



The Overflow Event(s) summary report shall contain, at a minimum, the types of information set out in Subsections (3), (4) and (5) for Overflow(s).

- the type of the Overflow as indicated in Paragraph 1 and the reason(s) for the Overflow;
- the date and time of the beginning of the Overflow;
- the point of the Overflow from the Works, the treatment process(es) gone through prior to the overflow the disinfection status of the Overflow and whether the Overflow is discharged through the effluent disposal facilities or an alternate location;
- the effort(s) done to maximize the flow through the downstream treatment process(es) and Bypass(es) and the reason(s) why the Overflow was not avoided.
- the date and time of the end of the Overflow;
- the estimated or measured volume of the Overflow;
- Sample results as outlined in Section 5 (5).

There were no incidents of a Plant Bypass Event or Overflow Event at the Deseronto WPCP during the fourth quarter of 2023 (October, November and December).

Please contact me if you have any questions or comments.

Best regards,

A handwritten signature in black ink that reads "Brad".

Brad Robinson
Process and Compliance Technician
Ontario Clean Water Agency
(613) 813-1257

CC: Sarah Young, Water Inspector, MECP
Wes Henneberry, Regional Hub Manager (A), OCWA
Derek Miles, Senior Operations Manager, OCWA
Mora Nicholls, Treasurer, Town of Deseronto
Gail Maracle, Clerk, Town of Deseronto

THE CORPORATION OF THE TOWN OF DESERONTO

BY-LAW NUMBER XX-2024

**BEING A BY-LAW TO OPT-OUT OF THE VACANT UNIT REBATE PROGRAM
UNDER SECTION 364 OF THE *MUNICIPAL ACT, 2001***

WHEREAS section 364 of the *Municipal Act, 2001, S.O. 2001*, as amended (hereinafter referred to as the "*Municipal Act*") sets out the program by which tax rebates may be provided for property in respect of eligible vacant portions within the commercial, industrial or other prescribed property class;

AND WHEREAS a local municipality, pursuant to subsection 364(1.1) of the *Municipal Act*, may choose that it will not maintain a program to provide rebates under section 364;

AND WHEREAS for the purposes of this by-law the Commercial classes shall be considered a single property class and the Industrial classes shall be deemed to be a single property class;

AND WHEREAS the Minister of Finance may by regulation under paragraph 364(a.0.1) identify property classes other than the Commercial and Industrial property classes to be *Prescribed Classes* for the purposes of Section 364;

AND WHEREAS the Council of the Town of Deseronto deems it appropriate to end the application of Section 364;

NOW THEREFORE the Town of Deseronto enacts as follows:

1. **THAT** in accordance with subsection 364(1.1) of the *Municipal Act*, no program will be maintained, and no rebates will be made under Section 364 of that Act for 2024 or any subsequent taxation years; and
2. **THAT** this by-law shall apply to property in the Commercial property class, the Industrial property class, and to property in any other class identified as a prescribed class, including but not limited to the Landfill property class.

READ a first, second and third time, number assigned and finally passed this 28th day of February, 2024.

Mayor

Clerk

THE CORPORATION OF THE TOWN OF DESERONTO

BY-LAW NUMBER XX-2024

BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE REGULAR COUNCIL MEETING HELD ON THE 28TH DAY OF FEBRUARY 2024.

THE TOWN OF DESERONTO ENACTS AS FOLLOWS:

1. Every decision of the Council taken at the meeting at which this by-law is passed and every motion and resolution passed at that meeting shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted, except where prior approval of the Ontario Municipal Board is required and where any legal prerequisite to the enactment of a specific by-law has not been satisfied.
2. The Mayor and the proper civic employees of the Town of Deseronto are hereby authorized and directed to execute and deliver all documents as are required to give effect to the decisions, motions and resolutions taken at the meeting at which this by-law is passed.
3. This by-law comes into force on the day it is passed.

READ a first, second and third time, number assigned and finally passed this 28th day of February, 2024.

MAYOR

CLERK