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20. **ADJOURNMENT**



**MINUTES**  
**Regular Council**  
**Deseronto Town Hall**  
**Wednesday, April 26, 2023**  
**6:30 PM**

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

**REGRETS:**

**STAFF PRESENT:** Town Manager Rob Hedley, Clerk Gail Maracle, Treasurer Mora Nicholls, and Operations Manager Frederick Dubeau

**1. CALL TO ORDER**

Mayor Johnston called the Regular Council meeting of April 26, 2023 to order at 6:30 pm.

**2. ADOPTION OF AGENDA**

**Resolution 17-23-01**

Moved by Deputy Mayor Steven Everhardus  
 Seconded by Councillor Kevin Smith

THAT the agenda for the April 26, 2023 Regular Council meeting be accepted with the addition of 4 items under New Business

- Parking Restrictions
- Library Historical Items
- First Street Railbed
- Community Centre Press Release

**Carried**

**3. DISCLOSURE OF PECUNIARY INTEREST**

None noted

**4. APPROVAL OF MINUTES**

- 4.1. Minutes of the Statutory Planning Meeting on April 12, 2023
- 4.2. Minutes of the April 12, 2023 Regular Council Meeting
- 4.3. Minutes of the April 19, 2023 Special meeting of Council

**Resolution 17-23-02**

Moved by Councillor Kevin Smith  
 Seconded by Councillor Norman Clark

THAT the minutes of the April 12, 2023 Statutory Planning meeting, the April 12, 2023 Regular meeting and the April 19, 2023 Special meeting of Council be approved as presented.

**Carried**

**5. DEPUTATIONS/PRESENTATIONS**

**6. UNFINISHED BUSINESS**

- 6.1. Mohawks of the Bay of Quinte - Long Term Care Centre
  - details of local LTC Centre
  - list of future developments & requirements

**Resolution 17-23-03**

Moved by Deputy Mayor Steven Everhardus  
 Seconded by Councillor Kevin Smith

THAT the topic of the MBQ Long Term Care Centre be moved to the Water Liaison Board meetings

**Carried**

6.2. Public Works equipment list & details

6.3. Tree Canopy

**Resolution 17-23-04**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Jamie Zieman

THAT the Town Manager bring a report & map to the next meeting of Council of the trees that have been cut down over the past ten years and where new trees are to be planted.

**Carried**

6.4. Derelict properties - how others handle

It was noted that various people have been going on the marina property and are removing items

6.5. Report on OCIF funding

**Resolution 17-23-05**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Jamie Zieman

THAT Council receive the Clerk's report on possible OCIF projects and that staff are requested to bring back pricing on the top few projects to the next meeting of Council.

**Carried**

6.6. Report on Parks Capital Item

**Resolution 17-23-06**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Norman Clark

THAT Council authorize the Public Works Department to purchase a new John Deere lawnmower from Deerhaven.

**Carried**

6.7. Public Works & Parks Maintenance

a) Initial street sweeping completion date (end of April)

b) Line painting (including paved sidewalks (mid May)

c) Dock and boat ramp opening date

d) Ordering of hanging baskets

e) Rathbun Park 2023

f) Christmas tree planting location report for next meeting

g) Maintenance levels for Municipal properties and parks report

**Resolution 17-23-07**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Jamie Zieman

THAT Council request the Roads Supervisor research the pricing for a new dock for Centennial Park and be ready in case a grant becomes available.

**Carried**

**7. VARIANCE REPORT**

**8. APPROVAL OF ACCOUNTS**

8.1. Schedule of Accounts

**Resolution 17-23-08**

Moved by Councillor Norman Clark  
Seconded by Councillor Jamie Zieman

THAT Schedule of Accounts numbered 7-2023 in the amount of \$76,678.57 be approved for payment.

**Carried**

**9. STAFF REPORTS**

9.1. Town Manager's Report

**Resolution 17-23-09**

Moved by Deputy Mayor Steven Everhardus  
Seconded by Councillor Kevin Smith

THAT Council receive the Town Manager's report;  
AND FURTHER THAT the Town Manager make the requested amendments to the Communications Protocol document and bring it back to the next meeting of Council.

**Carried**

**10. COMMITTEE/BOARD MEETING MINUTES**

10.1. Building Inspection Services Board  
10.2. By-law Enforcement Services Board

**Resolution 17-23-10**

Moved by Deputy Mayor Steven Everhardus  
Seconded by Councillor Norman Clark

THAT the March 2023 reports for the Building Inspection Services Board and the By-Law Enforcement Services Board be received by Council.

**Carried**

**11. ACTION ITEMS**

11.1. Deseronto Community Centre renovations  
Council requested that staff come back to the next meeting of Council with pricing on a list of items for the Community Centre renovations.  
11.2. Mill Point Park - Phase II  
Council requested that staff come back to the next meeting of Council with a plan/sketch of Millpoint Park.  
11.3. Updated Zoning By-Law Planning Report

**Resolution 17-23-11**

Moved by Deputy Mayor Steven Everhardus  
Seconded by Councillor Jamie Zieman

THAT Council Receive the Planning Report on the Updated Zoning By-Law.

**Carried**

**12. INFORMATION ITEMS**

12.1. Letter from Minister Steve Clark regarding housing

**Resolution 17-23-12**

Moved by Deputy Mayor Steven Everhardus  
Seconded by Councillor Kevin Smith

THAT Council receive the letter from Minister Steve Clark regarding housing.

**Carried**

**13. NEW BUSINESS**

13.1. E-mail request from Deseronto Pentecostal Church

**Resolution 17-23-13**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Norman Clark

THAT Council approve Deseronto Pentecostal Church's request to use Centennial Park for their Music in the Park program scheduled for July & August 2023.

**Carried**

13.2. Parking Restrictions

**Resolution 17-23-14**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Kevin Smith

THAT Council directs staff to implement a "No Parking Zone" on Main Street from Prince Street to First Street on the north side of the road, beginning June 1st, 2023 and ending December 31, 2023;

AND FURTHER THAT Council directs staff to begin an advertising blitz two weeks prior to the signs going up.

**Carried**

**Resolution 17-23-15**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Jamie Zieman

THAT Council directs staff to implement a "No Parking Zone" on Thomas Street from Fourth to Second Streets on the north side of the road, beginning June 1st, 2023 and ending December 31, 2023;

AND FURTHER THAT Council directs staff to begin an advertising blitz two weeks prior to the signs going up.

**Carried**

13.3. First Street Railbed

The property owner is to be notified that they are to move their equipment off of Town property and remediate the site of any damage caused.

13.4. Historical Library Items

**Resolution 17-23-16**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Jamie Zieman

Council directed that the historical items currently at the Deseronto Public Library will be stored in the upstairs of the Town Hall until Council decides what to do with the items.

**Carried**

13.5. Community Centre Press Release

**Resolution 17-23-17**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Kevin Smith

THAT the press release be published as discussed, provided that approval is received from both the Federal and Provincial granting partners

**Carried**

**14. NOTICES OF MOTION**

**15. BY-LAWS**

15.1. By-law to approve New Comprehensive Zoning By-Law

**Resolution 17-23-18**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Norman Clark

THAT By-law 27-2023, being a by-law to approve the Comprehensive zoning by-law, having been read a first, second and third time and number assigned, be finally passed this 26th day of April 2023.

**Carried**

15.2. By-Law to approve a zoning by-law amendment for Park/Pearl Streets

**Resolution 17-23-19**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Kevin Smith

THAT By-law 28-2023, being a by-law to approve a zoning by-law amendment for Park/Pearl Street be changed to reference the new zoning by-law, and having been read a first, second and third time and number assigned, be finally passed this 26th day of April 2023.

**Carried**

15.3. By-law to enter into a funding agreement for Canada Summer Jobs funding

**Resolution 17-23-20**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Jamie Zieman

THAT By-law 29-2023, being a by-law to enter into an agreement with the Canada Summer Jobs Program, having been read a first, second and third time and number assigned, be finally passed this 26th day of April 2023.

**Carried**

**16. ANNOUNCEMENTS**

**17. CLOSED SESSION**

17.1. Closed Session Items Under Section 239 (2)

b) One under Personal matters about an identifiable person

**Resolution 17-23-21**

Moved by Deputy Mayor Steven Everhardus

Seconded by Councillor Jamie Zieman

THAT Council rise at 8:30 pm, under Section 239 of the Municipal Act and move into Closed Session to discuss one matter; under 2(b) personal matters about an identifiable individual, including municipal or local board employees,

**Carried**

**18. INSTRUCTION TO STAFF**



**Resolution 17-23-22**

Moved by Deputy Mayor Steven Everhardus  
Seconded by Councillor Norman Clark

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 30-2023 to confirm the proceedings of Council for April 26, 2023

**Resolution 17-23-23**

Moved by Deputy Mayor Steven Everhardus  
Seconded by Councillor Kevin Smith

THAT By-law 30-2023, being a by-law to confirm the proceedings of the April 26, 2023 Council meeting, having been read a first, second and third time, be assigned a number and finally passed this 26th day of April 2023.

**Carried**

**20. ADJOURNMENT**

**Resolution 17-23-24**

Moved by Councillor Jamie Zieman

THAT the April 26,2023 Regular Council meeting be adjourned.

**Carried**

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Mayor

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Clerk

**TOPIC: OCIF Funds (Update)**

**REPORT BY: Town Manager / Public Works Manager**

**DRAFTED: May 4, 2023**

**AMENDED:**

**COUNCIL/COMMITTEE: Regular Council Meeting May 10, 2023**

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**ISSUE:**

Council directed staff to get estimates on all proposed projects for OCIF eligibility at the April 26, 2023 Meeting and bring back to the May 10, 2023 Meeting for consideration.

**BACKGROUND:**

Current list of proposed projects and estimates:

- Lift Station Maple Ave. – 475 k – 525k depending on design
- Centennial Park Drive / Parking Lot – ineligible
- Main Street Tunnel – 375 k – 700 k – based on estimates
- Thomas Street – between St. George / Mill – 68k
- Stanley Ave. – 190k
- Brant Street – between Cross/Main - 290 k
- Thomas – Mill / Pearl – 326 k
- Dundas Street – St George to East End – 600 k
- Dundas Street – West End to St George – 600 k
- Sidewalks \$143.00 / square metre

These figures are based upon estimates only and have not been put to Tender or Proposal.

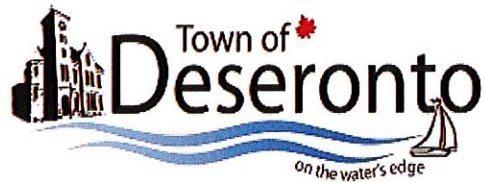
**FINANCIAL IMPACT:**

Once priorities determined by Council then how projects will be paid for will be determined.

**DISCUSSION:**

**RECOMMENDATION(s):**

Determine priority for construction and then method for contractors to solicit work – Open Tender, Invitational Tender, Request for Proposal, et al.



2023-05-10

**Corporation of the  
TOWN OF DESERONTO**

Schedule of Accounts No. **8-2023**

Moved by: \_\_\_\_\_

Seconded by \_\_\_\_\_

"That Schedule of Accounts Numbered **8-2023**  
be approved in the amount of \$ 165,085.14

Carried.

**BREAKDOWN OF SCHEDULE OF ACCOUNTS**

**ACCOUNTS PAYABLES**  
*See Attached List*

	<u>BATCH</u>	<u>AMOUNT</u>
	2023-00056	\$ 3,216.56
	2023-00058	\$ 139,862.15
	2023-00060	\$ 22,006.43

TOTAL SCHEDULE OF ACCOUNTS NO. **8-2023** Total \$ 165,085.14

Report Date  
2023-05-01 11:59 AM

Town of Deseronto  
**List of Accounts for Approval**  
As of 2023-05-01  
Batch: 2023-00056

Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
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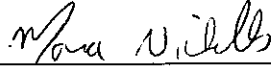
Bank Code: GEN - General

Computer Cheques:

2922	2023-04-26	WSIB	2022 Fire Reconciliation		
2022FireRec		Accrual 10-20-21-41302 - Fire - Payroll Co	2022 Fire Reconciliation	3,216.56	3,216.56
				Total for GEN:	3,216.56

Certified Correct This May 1, 2023

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Treasurer

Report Date  
2023-05-01 12:00 PM

Town of Deseronto  
**List of Accounts for Approval**  
As of 2023-05-01  
Batch: 2023-00058

Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
<b>Bank Code: GEN - General</b>					
Computer Cheques:					
<b>2923</b> Mar2023	<b>2023-05-01</b>	<b>Bayview Variety</b> 10-95-95-43201 - Transit- Gas and Fuel for March 10-00-00-12103 - Federal Rebate HST Tax Code 10-00-00-12104 - Provincial Rebat HST Tax Code	<b>Fuel for March</b> Fuel for March HST Tax Code HST Tax Code	4,328.94 212.70 265.46	4,807.10
<b>2924</b> 554428	<b>2023-05-01</b>	<b>Bearcom Canada Corp</b> 10-20-21-43600 - Fire - R & M Eq replaced broken belt clip 10-00-00-12103 - Federal Rebate HST Tax Code 10-00-00-12104 - Provincial Rebat HST Tax Code	<b>replaced broken belt clip clea</b> replaced broken belt clip HST Tax Code HST Tax Code	96.99 4.77 5.94	107.70
<b>2925</b> 372456BMR	<b>2023-05-01</b>	<b>B.M.R. Mfg. Inc.</b> 10-30-31-43207 - Roads Materials 12 stop signs 10-00-00-12103 - Federal Rebate HST Tax Code 10-00-00-12104 - Provincial Rebat HST Tax Code	<b>12 stop signs</b> 12 stop signs HST Tax Code HST Tax Code	410.89 20.19 25.19	456.27
<b>2926</b> 14063	<b>2023-05-01</b>	<b>Canadian Tire</b> 10-30-31-43320 - Roads - Building hoses,ant spray,paintbrus 10-00-00-12103 - Federal Rebate HST Tax Code 10-00-00-12104 - Provincial Rebat HST Tax Code	<b>hoses,ant spray,paintbrush etc</b> hoses,ant spray,paintbrus HST Tax Code HST Tax Code	259.05 12.73 15.88	287.66
14060		10-30-31-43209 - Roads Materials Motor oil x2 10-00-00-12103 - Federal Rebate HST Tax Code 10-00-00-12104 - Provincial Rebat HST Tax Code	Motor oil x2 HST Tax Code HST Tax Code	77.32 3.80 4.74	85.86
				Payment Total:	373.52
<b>2927</b> ZR00042360	<b>2023-05-01</b>	<b>CDW Canada Corp</b> 10-10-12-43500 - Admin - Comput 365 advanced threat prote 10-00-00-12103 - Federal Rebate HST Tax Code 10-00-00-12104 - Provincial Rebat HST Tax Code	<b>365 advanced threat protection</b> 365 advanced threat prote HST Tax Code HST Tax Code	319.07 15.68 19.56	354.31
<b>2928</b> 134789	<b>2023-05-01</b>	<b>ChoiceCom Networks &amp; Comm. Billing Period Apr15-May14</b> 10-10-12-43130 - Admin - Photoc Billing Period Apr15-May1 10-00-00-12103 - Federal Rebate HST Tax Code 10-00-00-12104 - Provincial Rebat HST Tax Code	<b>Billing Period Apr15-May1</b> Billing Period Apr15-May1 HST Tax Code HST Tax Code	149.13 7.33 9.14	165.60
<b>2929</b> 90866597	<b>2023-05-01</b>	<b>CIMCO Refrigeration</b> 10-80-83-43301 - Ice Plant Mainte Compressor belts and labo 10-00-00-12101 - ITC Receivable HST-ITC Tax Code 10-00-00-12101 - ITC Receivable HST-ITC Tax Code	<b>Compressor belts and labour</b> Compressor belts and labo HST-ITC Tax Code HST-ITC Tax Code	2,670.00 133.50 213.60	3,017.10
90866594		10-80-83-43301 - Ice Plant Mainte Annual plant shut down la 10-00-00-12101 - ITC Receivable HST-ITC Tax Code 10-00-00-12101 - ITC Receivable HST-ITC Tax Code	Annual plant shut down la HST-ITC Tax Code HST-ITC Tax Code	833.00 41.65 66.64	941.29
				Payment Total:	3,958.39

Report Date  
2023-05-01 12:00 PM

Town of Deseronto  
**List of Accounts for Approval**  
As of 2023-05-01  
Batch: 2023-00058

Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
<b>2930</b> 4153583996	<b>2023-05-01</b>	<b>Cintas Canada Limited</b> 10-80-83-43180 - Arena -Outside 10-00-00-12101 - ITC Receivable 10-00-00-12101 - ITC Receivable	<b>Mat Rental x2 arena</b> Mat Rental x2 arena HST-ITC Tax Code HST-ITC Tax Code	58.22 2.91 4.66	65.79
<b>2931</b> 110063825479	<b>2023-05-01</b>	<b>Cogeco Connexion Inc.</b> 10-80-83-43151 - Arena -Internet 10-80-83-43150 - Arena -Telephon 10-00-00-12101 - ITC Receivable 10-00-00-12101 - ITC Receivable	<b>Billing Date Apr11-May10</b> Billing Date Apr11-May10 Billing Date Apr11-May10 HST-ITC Tax Code HST-ITC Tax Code	164.96 64.88 11.49 18.39	259.72
110063809520		15-40-41-43151 - W & S - Internet 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba	Billing Period Apr11-May1 HST Tax Code HST Tax Code	106.80 5.25 6.54	118.59
110063962991		10-20-21-43151 - Fire - Internet 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba	Billing per Apr21-May20 HST Tax Code HST Tax Code	61.00 3.00 3.74	67.74
110063970798		10-10-12-43151 - Admin - Internet 10-10-12-43150 - Admin - Telephc 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba	Billing period Apr21-May2 Billing period Apr21-May2 HST Tax Code HST Tax Code	98.29 49.15 7.24 9.05	163.73
110063962662		10-95-95-43150 - Transit- -Teleph 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba	Billing period Apr21-May2 HST Tax Code HST Tax Code	75.09 3.69 4.60	83.38
				Payment Total:	693.16
<b>2932</b> 11134	<b>2023-05-01</b>	<b>CWD Electric Inc.</b> 15-40-41-43601 - Wastewater - C 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba	<b>Repairs for mill &amp; maple pump</b> Repairs for mill & maple HST Tax Code HST Tax Code	518.98 25.50 31.82	576.30
<b>2933</b> P35910	<b>2023-05-01</b>	<b>Deerhaven Farm &amp; Garden</b> Issued To: John Deere Financial Inc. 10-80-81-43600 - Parks - R & M E 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba	<b>filters,mower blades,etc</b>  filters,mower blades,etc HST Tax Code HST Tax Code	1,536.52 75.50 94.22	1,706.24
<b>2934</b> Mar2023Transit	<b>2023-05-01</b>	<b>Enbridge Gas</b> 10-30-31-43430 - Roads - Heat 10-95-95-43430 - Transit - Heat 10-30-31-43430 - Roads - Heat 10-95-95-43430 - Transit - Heat 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba	<b>Billing Per Mar4-Apr4</b> Billing Per Mar4-Apr4 Billing Per Mar4-Apr4 Billing Per Mar4-Apr4 HST Tax Code HST Tax Code	546.92 273.46 1.27 0.64 40.31 50.31	912.91
Mar2023Firehall		10-20-21-43430 - Fire - Heat	Billing Per Mar4-Apr4	514.49	

Report Date  
2023-05-01 12:00 PM

Town of Deseronto  
**List of Accounts for Approval**  
As of 2023-05-01  
Batch: 2023-00058

Page 3

Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
		10-20-21-43430 - Fire - Heat	Billing Per Mar4-Apr4	1.64	
		10-00-00-12103 - Federal Rebate	HST Tax Code	25.28	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	31.55	572.96
Mar2023Police		10-20-21-43430 - Fire - Heat	Billing Per Mar4-Apr4	275.66	
		10-20-21-43430 - Fire - Heat	Billing Per Mar4-Apr4	0.83	
		10-00-00-12103 - Federal Rebate	HST Tax Code	13.54	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	16.90	306.93
Mar2023UnitRds		10-30-31-43430 - Roads - Heat	Billing Per Mar4-Apr4	383.51	
		10-30-31-43430 - Roads - Heat	Billing Per Mar4-Apr4	0.93	
		10-00-00-12103 - Federal Rebate	HST Tax Code	18.84	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	23.52	426.80
Mar 2023Sewage		15-40-41-50302 - Waterwater Hee	Billing Per Mar4-Apr4	407.59	
		10-00-00-12103 - Federal Rebate	HST Tax Code	20.03	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	24.99	452.61
Mar2023Water		15-40-41-43430 - Water Heat	Billing Per Mar4-Apr4	1,690.74	
		15-40-41-43430 - Water Heat	Billing Per Mar4-Apr4	1.98	
		10-00-00-12103 - Federal Rebate	HST Tax Code	83.08	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	103.68	1,879.48
Mar2023Townhall		10-10-12-43430 - Admin - Gas	Billing Per Mar4-Apr4	499.20	
		10-10-12-43430 - Admin - Gas	Billing Per Mar4-Apr4	1.59	
		10-00-00-12103 - Federal Rebate	HST Tax Code	24.53	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	30.62	555.94
Mar2023Arena		10-80-83-43430 - Arena -Heat	Billing Per Mar8-Apr5	2,452.83	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	122.64	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	196.23	2,771.70
				Payment Total:	7,879.33
2935	2023-05-01	<b>Fire Marchal's Public Safety</b>	<b>Various supplies</b>		
IN162388		10-20-21-43740 - Fire - Fire Preve	Various supplies	660.51	
		10-00-00-12103 - Federal Rebate	HST Tax Code	32.45	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	40.51	733.47
2936	2023-05-01	<b>Gray's IDA Drug Store</b>	<b>Water distilled</b>		
Apr2023		15-40-41-43640 - W & S - Lab Eq	Water distilled	4.02	
		10-00-00-12103 - Federal Rebate	HST Tax Code	0.20	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	0.24	4.46
2937	2023-05-01	<b>Grand &amp; Toy Limited</b>	<b>Wall file hanger, paper</b>		
T896204		15-40-41-43620 - W & S - Office S	Wall file hanger, paper	192.00	
		10-10-12-43110 - Admin - Office S	Wall file hanger, paper	156.31	
		10-00-00-12103 - Federal Rebate	HST Tax Code	17.11	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	21.36	386.78
T910951		10-10-12-43110 - Admin - Office S	window envelopes	149.95	



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		10-00-00-12103 - Federal Rebate	HST Tax Code	7.37	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	9.20	166.52
				Payment Total:	553.30
<b>2938</b>	<b>2023-05-01</b>	<b>Houard, Kevin</b>	<b>Bld Permit Dep Refund</b>		
21-013 BLD		10-00-00-21805 - Deposits - Road	Bld Permit Dep Refund	700.00	700.00
21-013RD		10-00-00-21806 - Deposits - Road	RD Cut Dep Refund	500.00	500.00
				Payment Total:	1,200.00
<b>2939</b>	<b>2023-05-01</b>	<b>Hydro One Networks Inc</b>	<b>Billing Period Feb25-Mar27</b>		
Mar2023WtrPInt		15-40-41-43410 - Water - Hydro	Billing Period Feb25-Mar2	7,093.91	
		10-00-00-12103 - Federal Rebate	HST Tax Code	348.56	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	435.01	7,877.48
Mar2023Fourth		15-40-41-43411 - Wastewater - H <sub>2</sub> O	Billing Period Mar6-Apr4	46.93	
		15-40-41-43411 - Wastewater - H <sub>2</sub> O	Billing Period Mar6-Apr4	5.40	
		10-00-00-12103 - Federal Rebate	HST Tax Code	2.31	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	2.88	46.72
Mar2023First		15-40-41-43411 - Wastewater - H <sub>2</sub> O	Billing Period Mar6-Apr4	324.86	
		15-40-41-43411 - Wastewater - H <sub>2</sub> O	Billing Period Mar6-Apr4	37.35	
		10-00-00-12103 - Federal Rebate	HST Tax Code	15.96	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	19.92	323.39
Mar2023Maple		15-40-41-43411 - Wastewater - H <sub>2</sub> O	Billing Period Mar7-Apr5	113.95	
		15-40-41-43411 - Wastewater - H <sub>2</sub> O	Billing Period Mar7-Apr5	13.10	
		10-00-00-12103 - Federal Rebate	HST Tax Code	5.60	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	6.99	113.44
Mar2023Sewer		15-40-41-43411 - Wastewater - H <sub>2</sub> O	Billing Period Feb25-Mar2	7,814.46	
		10-00-00-12103 - Federal Rebate	HST Tax Code	383.97	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	479.19	8,677.62
Mar2023Arena		10-80-83-43410 - Arena -Hydro	Billing Period Mar7-Apr4	7,572.75	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	378.64	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	605.82	8,557.21
Mar2023lights		10-30-33-43410 - Street Lighting -	Billing Period Feb25-Mar2	1,849.72	
		10-30-33-43410 - Street Lighting -	Billing Period Feb25-Mar2	208.86	
		10-00-00-12103 - Federal Rebate	HST Tax Code	90.89	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	113.43	1,845.18
				Payment Total:	27,441.04
<b>2940</b>	<b>2023-05-01</b>	<b>Lemaire, Shane</b>	<b>Mileage for emergency call</b>		
April2023		15-40-41-43801 - W & S - Mileage	Mileage for emergency cal	150.03	
		10-00-00-12103 - Federal Rebate	HST Tax Code	7.37	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	9.20	166.60

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2941 26011	2023-05-01	<b>Loyalist Lock &amp; Key</b> 15-40-41-44830 - Water - Treatment 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat	<b>rekey locks and supply keys</b> rekey locks and supply ke HST Tax Code HST Tax Code	511.85 25.15 31.39	568.39
2942 May2023	2023-05-01	<b>Manulife Financial</b> 10-10-11-41400 - Admin - Group E 10-30-31-41400 - Roads - Group E 15-40-41-41400 - W & S - Group E	<b>Benefits for May</b> Benefits for May Benefits for May Benefits for May	1,740.86 1,447.34 1,435.01	4,623.21
2943 36,088	2023-05-01	<b>The Mearie Group</b> 15-40-41-41400 - W & S - Group E	<b>Billing Period May 2023</b> Billing Period May 2023	358.31	358.31
2944 Mar2023	2023-05-01	<b>Minister of Finance - OPP</b> 10-20-22-44520 - Police - OPP Cc	<b>OPP Billing for March</b> OPP Billing for March	40,662.00	40,662.00
2945 192022	2023-05-01	<b>Napanee Home Hardware</b> 10-80-83-43300 - Arena -Building 10-00-00-12101 - ITC Receivable 10-00-00-12101 - ITC Receivable	<b>Toilet Seat x3</b> Toilet Seat x3 HST-ITC Tax Code HST-ITC Tax Code	87.97 4.40 7.04	99.41
198867		10-80-83-43300 - Arena -Building 10-00-00-12101 - ITC Receivable 10-00-00-12101 - ITC Receivable	Paint and Sealant HST-ITC Tax Code HST-ITC Tax Code	129.95 6.50 10.39	146.84
198566		15-40-41-43603 - Wastewater - Tr 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat	Laundry detergent HST Tax Code HST Tax Code	25.42 1.25 1.56	28.23
190635		15-40-41-43603 - Wastewater - Tr 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat	Flashlight,step ladder HST Tax Code HST Tax Code	111.92 5.50 6.86	124.28
				Payment Total:	398.76
2946 25529F	2023-05-01	<b>Oosterhof Electrical Services</b> 15-40-41-43300 - W & S - Building 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat	<b>Annual Inspection water buildi</b> Annual Inspection water b HST Tax Code HST Tax Code	561.21 27.58 34.41	623.20
2947 1958	2023-05-01	<b>Pro-Tech Training Services Inc</b> 10-30-31-43803 - Roads - Educati 15-40-41-41100 - W & S - Salaries 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat	<b>propane in construct training</b> propane in construct trai propane in construct trai HST Tax Code HST Tax Code	152.64 305.28 22.50 28.08	508.50
2948 21-50-52	2023-05-01	<b>Rebuild Response Quinte Inc</b> 10-00-00-21805 - Deposits - Road	<b>Bld Permit Dep Refund</b> Bld Permit Dep Refund	700.00	700.00

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Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
2949 Apr2023	2023-05-01	<b>Receiver General</b> 10-00-00-21530 - Employee Tax F	<b>Apr Payroll Remittance</b> Apr Payroll Remittance	22,723.78	22,723.78
2950 RobApr2023	2023-05-01	<b>RG Consultant (Rob Galt)</b> 15-40-41-44115 - Consulting	<b>consulting for mill and maple</b> consulting for mill and m	810.00	810.00
2951 9077	2023-05-01	<b>Ron Allison Electric</b> 10-30-33-49200 - Street Lighting - 10 street light arms bolt 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba'	<b>10 street light arms bolts,etc</b> HST Tax Code HST Tax Code	1,301.60 63.95 79.82	1,445.37
2952 00716827	2023-05-01	<b>Sands</b> 10-20-21-43190 - Fire - Medical S 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba'	<b>statz pads, pedi pads</b> statz pads, pedi pads HST Tax Code HST Tax Code	376.41 18.50 23.08	417.99
2953 96917	2023-05-01	<b>Shelin Pools</b> 10-30-31-43205 - Roads Materials 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba'	<b>22 yrds topsoil</b> 22 yrds topsoil HST Tax Code HST Tax Code	778.65 38.26 47.74	864.65
2954 01-13920	2023-05-01	<b>Templeman</b> 10-10-11-44200 - Admin - Legal 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba'	<b>Professional services rendered</b> Professional services ren HST Tax Code HST Tax Code	605.47 29.75 37.13	672.35
2955 IN-74145-01	2023-05-01	<b>ZycomTechnology Inc.</b> 10-10-12-43500 - Admin - Comput 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Reba'	<b>Backup Mar</b> Backup Mar HST Tax Code HST Tax Code	155.61 7.65 9.54	172.80
Other:					
19-Man April/2023	2023-04-28	<b>O.M.E.R.S</b> 10-00-00-21536 - OMERS Payabl	<b>Payroll Remittances April</b> Payroll Remittances April	11,238.04	11,238.04
24-Man April 19/23	2023-04-19	<b>BMO MasterCard</b> 10-10-12-47300 - Admin - Bank Cl 15-40-41-43730 - W & S - Miscell 10-10-10-43805 - Council - Misc. E 10-10-10-43805 - Council - Misc. E 10-10-10-43805 - Council - Misc. E 10-20-25-43140 - By-Law - postag 10-10-12-47300 - Admin - Bank Cl 10-00-00-12650 - Due From (To) I 15-40-41-43730 - W & S - Miscell 10-20-25-43140 - By-Law - postag 10-00-00-12650 - Due From (To) I	<b>Monthly Charges March</b> Annual Fee Job Posting A.Conger Gift Card for Andy Budget Dinner By-law Letter Annual Fee Crematorium Oper Lic Job Posting By-law Letter March Charges	50.00 305.28 100.00 4.06 78.00 11.01 50.00 153.34 259.49 11.01 630.64	



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<b>Bank Code: GEN - General</b>					
Computer Cheques:					
<b>2956</b> 4230705	<b>2023-05-05</b>	<b>4S Consulting Services Inc</b> 10-10-12-43720 - Admin - Occ. H	<b>WSIB H&amp;S Excellence Program</b> WSIB H&S Excellence Progr	3,561.60	
		10-00-00-12103 - Federal Rebate	HST Tax Code	175.00	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	218.40	3,955.00
<b>2957</b> 24	<b>2023-05-05</b>	<b>Betty's Cleaning Service</b> 10-10-12-43180 - Admin - Janitori	<b>Cleaning Services for April</b> Cleaning Services for Apr	356.16	
		10-00-00-12103 - Federal Rebate	HST Tax Code	17.50	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	21.84	395.50
<b>2958</b> 452178	<b>2023-05-05</b>	<b>Bristol, Bonnie</b> 10-95-95-43110 - Transit	<b>cell phone mount reimbursement</b> -Office & cell phone mount reimburs	30.51	
		10-00-00-12103 - Federal Rebate	HST Tax Code	1.50	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	1.87	33.88
00123601		10-95-95-50338 - COVID Expense	Cleaning supplies reinbur	5.09	
		10-00-00-12103 - Federal Rebate	HST Tax Code	0.25	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	0.31	5.65
				Payment Total:	39.53
<b>2959</b> 00000000007586	<b>2023-05-05</b>	<b>County of Hastings</b> 10-10-12-43500 - Admin - Comput	<b>IT support services April</b> IT support services April	783.33	783.33
<b>2960</b> 141693	<b>2023-05-05</b>	<b>D&amp;D Electrocraft Limited</b> 15-40-41-43603 - Wastewater - Tr	<b>Phillips 4Ft Flourescent light</b> Phillips 4Ft Flourescent	114.48	
		10-00-00-12103 - Federal Rebate	HST Tax Code	5.63	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	7.02	127.13
141841		15-40-41-43603 - Wastewater - Tr	Ceramic fuses	96.67	
		10-00-00-12103 - Federal Rebate	HST Tax Code	4.75	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	5.93	107.35
				Payment Total:	234.48
<b>2961</b> CA3LGAGVEI	<b>2023-05-05</b>	<b>Dubeau, Fred</b> 15-40-41-43110 - W & S - Supplie	<b>Faucet head</b> Faucet head	18.30	
		10-00-00-12103 - Federal Rebate	HST Tax Code	0.90	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	1.12	20.32
<b>2962</b> 5713	<b>2023-05-05</b>	<b>2384575 Ontario Inc</b> 15-40-41-43601 - Wastewater - Cr	<b>5.5 hr Vaccum truck for emerge</b> 5.5 hr Vaccum truck for e	1,050.67	
		10-00-00-12103 - Federal Rebate	HST Tax Code	51.63	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	64.43	1,166.73
<b>2963</b>	<b>2023-05-05</b>	<b>Fire Marshal's Public Safety</b>	<b>Training book</b>		

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Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
IN161909		10-20-21-43740 - Fire - Fire Preve Training book		118.95	
		10-00-00-12103 - Federal Rebate	HST Tax Code	5.84	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	7.30	132.09
IN006146		10-20-21-43740 - Fire - Fire Preve Overage from recent grant		18.21	
		10-00-00-12103 - Federal Rebate	HST Tax Code	0.90	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	1.12	20.23
				Payment Total:	152.32
2964 4851987	2023-05-05	<b>Five Star Fire Protection</b>	<b>Semi annual kitchen inspection</b>		
		10-80-83-43180 - Arena -Outside	Semi annual kitchen inspe	234.00	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	11.70	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	18.72	264.42
2965 320947	2023-05-05	<b>Hach Sales &amp; Service Canada</b>	<b>various chemical and filters</b>		
		15-40-41-44745 - Water - Lab Ana	various chemical and filt	1,441.44	
		10-00-00-12103 - Federal Rebate	HST Tax Code	70.83	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	88.39	1,600.66
2966 48322	2023-05-05	<b>HGC Management Inc.</b>	<b>Shredding Services for April</b>		
		10-10-12-43110 - Admin - Office S	Shredding Services for Ap	120.08	
		10-00-00-12103 - Federal Rebate	HST Tax Code	5.90	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	7.36	133.34
2967 GT2023MAr	2023-05-05	<b>Johnston, Bernie</b>	<b>Fleece thrw50x2</b>		
		10-20-21-43803 - Fire - Education	Fleece thrw50x2	8.14	
		10-00-00-12103 - Federal Rebate	HST Tax Code	0.40	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	0.50	9.04
Apr2023Train		10-20-21-43803 - Fire - Education	Training 8hrs Apr 17&23	369.00	369.00
				Payment Total:	378.04
2968 9019226570	2023-05-05	<b>Kemira Water Solutions</b>	<b>11,810.000KG chemicals</b>		
		15-40-41-43661 - Wastewater - CI	11,810.000KG chemicals	7,979.86	
		10-00-00-12103 - Federal Rebate	HST Tax Code	392.09	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	489.33	8,861.28
2969 2820	2023-05-05	<b>Minitel Corporation</b>	<b>May billing</b>		
		10-10-12-43150 - Admin - Telephc	May billing	161.80	
		10-00-00-12103 - Federal Rebate	HST Tax Code	7.95	
		10-00-00-12104 - Provincial Rebat	HST Tax Code	9.92	179.67
2970 IN000000080270	2023-05-05	<b>Savaria</b>	<b>Light charger, labour</b>		
		10-80-83-43300 - Arena -Building	Light charger, labour	701.65	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	35.08	
		10-00-00-12101 - ITC Receivable	HST-ITC Tax Code	56.14	792.87

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2971 K695095	2023-05-05	<b>Swish Maintenance Limited</b> 10-10-12-43330 - Admin - Janitori 10-80-83-43330 - Arena -Janitoria 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat 10-00-00-12101 - ITC Receivable 10-00-00-12101 - ITC Receivable	<b>Garbage bags, hand soap</b>		
			Garbage bags, hand soap	25.19	
			Garbage bags, hand lotion	82.70	
			HST Tax Code	1.24	
			HST Tax Code	1.54	
			HST-ITC Tax Code	4.13	
			HST-ITC Tax Code	6.62	121.42
2972 44455TM	2023-05-05	<b>Culligan Water</b> 10-30-31-43320 - Roads - Building 10-10-12-43300 - Admin - Building 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat	<b>Bottles x3</b>		
			Bottles x3	48.95	
			Bottles x3	5.60	
			HST Tax Code	0.28	
			HST Tax Code	0.34	55.17
2973 01P100276	2023-05-05	<b>Tim's Truck &amp; Equipment</b> 10-20-21-50536 - 2010 INTL 40S 10-00-00-12103 - Federal Rebate 10-00-00-12104 - Provincial Rebat	<b>rectangular reflector</b>		
			rectangular reflector	1.93	
			HST Tax Code	0.10	
			HST Tax Code	0.12	2.15
2974 18390 18391 18392 18393 18394 18395 18396 18304	2023-05-05	<b>Trickey Et AL Tax Team Inc.</b> 10-00-00-12592 - A/R - Other 10-00-00-12592 - A/R - Other 10-00-00-12592 - A/R - Other 10-00-00-12592 - A/R - Other 10-00-00-12592 - A/R - Other 10-00-00-12592 - A/R - Other 10-00-00-12592 - A/R - Other 10-10-12-43730 - Admin - Miscell	<b>HSD023-001, FD, BR notices</b>		
			HSD023-001, FD, BR notice	316.40	316.40
			HSD023-003 FD, BR Notices	316.40	316.40
			HSD023-004 FD, BR Notices	406.80	406.80
			HSD023-005 FD, BR Notices	316.40	316.40
			HSD023-006 FD, BR Notices	406.80	406.80
			HSD023-007 FD, BR Notices	406.80	406.80
			HSD023-008 FD, BR Notices	406.80	406.80
			HSD023-002 FD, BR Notices	293.80	293.80
Payment Total:				2,870.20	
Total for GEN:				22,006.43	

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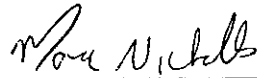
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Payment # Invoice #	Date	Vendor Name GL Account	Reference GL Transaction Description	Detail Amount	Payment Amount
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Certified Correct This May 5, 2023

\_\_\_\_\_  
Mayor



\_\_\_\_\_  
Treasurer



**TOPIC: Arena Renovations Outdoor Play Area /Surface Coating**

**REPORT BY: Town Manager**

**DRAFTED: May 5, 2023**

**AMENDED:**

**COUNCIL/COMMITTEE: Regular Council Meeting May 10, 2023**

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**ISSUE:**

Investigate cost of durable coating for outdoor play surfaces and cost of paving parking lot during time of Arena renovations.

**BACKGROUND:**

Council discussed possibility of durable / colourful surface for outdoor play areas to extend life of asphalt.

Additionally explore possibility of paving parking lot if OCIF funds available when paving Centennial Park.

**FINANCIAL IMPACT:**

**Estimated Cost Playing Surface:** \$7.00 per square foot or approximately \$40,000.00 for entire playing surface – it is a rubberized non slip surface and can be delivered by a vendor in Kingston or firms in the GTA.

Paving of Parking Lots are not eligible for OCIF funding.

**DISCUSSION:**

**RECOMMENDATION(s):**

- This would extend the life of the playing surface and would certainly be more aesthetically pleasing than plain black asphalt. This would exhaust all of the current flexibility defined in the budget for additional projects.

## Robert Hedley

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**From:** Chris Morden <chris.morden@sympatico.ca>  
**Sent:** April 28, 2023 9:48 AM  
**To:** Robert Hedley; Gail Maracle  
**Subject:** Sports coatings on Court area

Hi Rob,

I did some research yesterday on liquid applied sports coatings on new asphalt. There are other types of playing surfaces, but they are more expensive.

I spoke with a firm in Kingston which installs Sport Master products designed specifically for this application. The product is a rubberized acrylic coating which is applied with rollers. It provides a non-slip surface. They can make the court areas a variety of colours along with the required lines. The representative indicated that he wanted to make me aware of the approximate cost prior to spending the time preparing a quotation. He said a standard tennis court (the actual playing surface) is approximately \$20,000. The two courts would therefore be about \$40,000. This works out to be about \$7 per square foot. This is comparable to the cost of industrial floor coatings we have had installed in warehouses. The only other suppliers I could find are GTA based. Your thoughts?

**Christopher J. Morden, P.Eng.**  
Building Design Specialist  
[chris.morden@sympatico.ca](mailto:chris.morden@sympatico.ca)



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<b>TOPIC:</b>	<b>WSIB Health &amp; Safety Excellence Program-Policies</b>
<b>REPORT #</b>	<b>TRE-2023-22</b>
<b>REPORT BY:</b>	<b>Treasurer</b>
<b>DRAFTED:</b>	<b>May 4<sup>th</sup>, 2023</b>
<b>AMENDED:</b>	
<b>COUNCIL/COMMITTEE:</b>	<b>May 10<sup>th</sup>, 2023</b>

### **ISSUE**

To provide Council with the topics that were chosen for the WSIB Health & Safety Excellence Program and the policies that were written.

### **BACKGROUND**

At the April 12<sup>th</sup> Council meeting, Council passed resolution 14-23-10 for the Town of Deseronto to join the WSIB Health & Safety Excellence Program. Staff have retained 4S Consulting Services Inc., one of the approved consultants of WSIB. 4S will work with management and staff to complete the policies, training and make sure the program is in place and implemented by the end of the year. This will help ensure The Town has a healthy and safe work environment for all staff and customers that come into our buildings and will ensure the Town receives the rebates that we are entitled to from WSIB.

The first step in this program is for the Town to pick five (5) topics and write policies and procedures for these topics. The Town with the help of 4S, picked the following topics:

- 1. Leadership and Commitment – Occupation Health and Safety Policy**
- 2. Health and Safety Responsibilities**
- 3. Health and Safety Accountabilities**
- 4. First Aid – First Aid procedure**
- 5. Control of Hazards: Workplace Violence and Harassment – WVH policy and procedure**

As topics 2 and 3 go hand in hand, the procedures have been combined and made into one procedure.

Part of this program is to make sure we have Health and Safety bulletin boards as well as proper first aid kits and the green Occupation Health and Safety books are at all of the Town's work locations. The Town currently has five locations that need these boards put up and green books and first aids kits available. These locations are:

- 1. Town Hall**
- 2. Public Works Building**
- 3. Water & Wastewater Building**
- 4. Arena**
- 5. Transit Building**

Attached are the five (5) policies and procedures that were written and now are required to be passed by Council. Once the approval is complete, we will move forward with posting the policies on the safety bulletin boards and communicating the procedures to the employees.

### **RECOMMENDATION**

That Council pass the following resolution:

THAT Council approve the five (5) WSIB Health & Safety Excellence Program polices that are attached to this report and listed below:

1. Leadership and Commitment – Occupation Health and Safety Policy
2. Health and Safety Responsibilities
3. Health and Safety Accountabilities
4. First Aid – First Aid procedure
5. Control of Hazards: Workplace Violence and Harassment – WVH policy and procedure

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## First Aid

### 1.0 OBJECTIVE

The Town of Deseronto is committed to ensuring that all company locations are in compliance with the First Aid Requirements Regulation (O. Reg. 1101) under the Workplace Safety and Insurance Act, 1997.

### 2.0 SCOPE

This First Aid Procedure applies to all company employees.

### 3.0 DEFINITIONS

**First Aid** is defined as the one-time treatment or care and any follow-up visit(s) for observation purposes only.

First aid includes, but is not limited to:

- cleaning minor cuts, scrapes, or scratches
- treating a minor burn
- applying bandages and/or dressings
- applying a cold compress, cold pack, or ice bag
- applying a splint
- changing a bandage or a dressing after a follow-up observation visit.

### 4.0 FIRST AID STATIONS

All company locations must have a first aid station. First aid stations must be positioned in a conspicuous location and accessible to everyone.

A first aider as prescribed in O. Reg. 1101 station is in the charge of the first aid station.

A first aid station shall contain:

- a) a first aid box containing the items required by the Regulation;
- b) a notice board displaying,
  - the Board's poster known as Form 82,
  - the valid first aid certificates of qualification of the trained workers on duty, and
  - an inspection card

## First Aid

No. of Workers	First Aid Station Requirements	First Aid Kit/Box Requirements
0 to 5	<ul style="list-style-type: none"> <li>• Current edition of the St. John's Ambulance First Aid Manual</li> <li>• Current edition of Reg.1101</li> <li>• First aid kit inspection form</li> <li>• First aid log</li> <li>• First aider's certificate</li> <li>• Form 82</li> </ul>	<ul style="list-style-type: none"> <li>• 1 card of safety pins</li> <li>• 12 adhesive dressings individually wrapped</li> <li>• 4 sterile gauze pads, 3 inches wide</li> <li>• 2 rolls of gauze bandage, 2 inches wide</li> <li>• 2 field dressings, 4 inches square or 2 four-inch sterile bandage compresses</li> <li>• 1 triangular bandage</li> </ul>
6 to 15	<ul style="list-style-type: none"> <li>• Current edition of the St. John's Ambulance First Aid Manual</li> <li>• Current edition of Reg.1101</li> <li>• First aid kit inspection form</li> <li>• First aid log</li> <li>• First aider's certificate</li> <li>• Form 82</li> </ul>	<ul style="list-style-type: none"> <li>• 1 card of safety pins</li> <li>• 24 adhesive dressings individually wrapped</li> <li>• 12 sterile gauze pads, 3 inches wide</li> <li>• 4 rolls of 2-inch gauze bandage</li> <li>• 4 rolls of 4-inch gauze bandage</li> <li>• 4 sterile surgical pads suitable for pressure dressings, individually wrapped</li> <li>• 6 triangular bandages</li> <li>• 2 rolls of splint padding</li> <li>• 1 roll-up splint</li> </ul>
16-199	<ul style="list-style-type: none"> <li>• Current edition of the St. John's Ambulance First Aid Manual</li> <li>• Current edition of Reg.1101</li> <li>• First aid kit inspection form</li> <li>• First aid log</li> <li>• First aider's certificate</li> <li>• 1 stretcher</li> <li>• 2 blankets</li> <li>• Form 82</li> </ul>	<ul style="list-style-type: none"> <li>• 24 safety pins</li> <li>• 1 basin, preferably stainless steel</li> <li>• 48 adhesive dressings individually wrapped</li> <li>• 2 rolls adhesive tape, 1 inch wide</li> <li>• 12 rolls of 1-inch gauze bandage</li> <li>• 48 sterile gauze pads, 3 inches square</li> <li>• 8 rolls of 2-inch gauze bandage</li> <li>• 8 rolls of 4-inch gauze bandage</li> <li>• 6 sterile surgical pads suitable for pressure dressings, individually wrapped</li> <li>• 12 triangular bandages</li> </ul>

## First Aid

No. of Workers	First Aid Station Requirements	First Aid Kit/Box Requirements
		<ul style="list-style-type: none"> <li>• Splints of assorted sizes</li> <li>• 2 rolls of splint padding</li> </ul>

Where there is no site office for the project, a first aid station shall be maintained in a vehicle.

### 5.0 FIRST AID TRAINING

In Ontario workplace first aid requirements are outlined by the WSIB in O. Regulation 1101. The regulation summarizes the type of certificate, required by an employer based on the number of employees per shift.

Number of Employees per Shift	Type of Certificate
0 to 5	Emergency First Aid (One day)
6 to 15	Standard First Aid (Two days)
16 to 199	Standard First Aid (Two days)

Both training will cover CPR and AED module.

At least one employee from each work area per shift will receive First Aid/CPR “A” + AED training in accordance with the recommendations provided by St. John Ambulance and in accordance with O. Regulation 1101. Additional staff will be appointed to cover each shift in case of absences or if the designated first responder is the one who is injured/ill.

- The certified employee will act as the first aid attendant for the first aid station in their respective shift/workplace.
- First Aid/CPR/AED training certificates for each of the designated first aid attendants must be posted at each First Aid Station.
- First aiders must be recertified every 3 years. The training records will be maintained by management. Employees will be notified of the recertification.
- Training will be provided by a recognized training authority.

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## First Aid

### 6.0 PROCEDURE

When an accident occurs, the certified first aider on location will:

- Administer first aid.
- Have someone notify the supervisor (if the supervisor is not available), and the health and safety representative.
- Assess the severity of the injury and ensure that protection has been provided against continuing or further hazards.
- Stay with the injured person until help arrives and inform medical personnel of first aid treatment given.
- Record first aid treatment or advice given to the injured person.
- Provide immediate transportation to a hospital, doctor's office, or the worker's home, if emergency vehicle transportation is not available.

### 7.0 FIRST AID TREATMENT LOG

The First Aid Log will be maintained by the first aid attendant(s) and will be used to document first aid treatment or advice provided by the first aid attendants in their work areas. The First Aid Log must be completed by the attendant each time an employee receives first aid treatment, regardless of how minor the injury.

The following information will be entered in the log:

- Date & time of report
- Injured worker's name
- Location (Where did it happen i.e. parking lot)
- Circumstances (how did it happen?)
- What caused the injury? (i.e. slippery floor, sharp object etc.)
- Name of witnesses
- Description of Injury (body part, location, etc.)
- Name of first aider
- Signature of the first aider

### 8.0 FIRST AID KIT INSPECTIONS



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## First Aid

- First aid kits will be monthly inspected by the supervisor or designated first aid attendant for the work area.
- Any deficiencies or missing items will be notified to management.
- Management will replace the missing or damaged item immediately to be in compliance with O. Reg. 1101.
- The inspector will provide the date of the inspection and their signature.

### 9.0 TRANSPORTATION

Supervisor at the sites and the office manager will ensure that a vehicle is available at all times for transporting any injured worker to a medical facility.

### 10.0 RESPONSIBILITIES

#### Senior Management

- a) Provide resources and set up medical/first aid facilities to comply with Workplace Safety and Insurance Act and First Aid Regulation.
- b) Review first aid treatment records annually.
- c) Implement appropriate preventative actions.
- d) Ensure training is provided by a recognized training authority.

#### Supervisors

- a) Ensure that the first aid station is easily accessible at each site.
- b) Ensure that the first aid station is stocked as per the legislated requirements.
- c) Ensure the availability of a Certified First aider all the times.
- d) Maintain, inspect or appoint a Certified First Aider to be responsible for maintaining and completing a quarterly inspection of the first aid station.
- e) Ensure a vehicle is available at all times for transporting an injured worker to a medical facility.
- f) Ensure First Aider is available to accompany injured worker to medical facility

#### Workers

- a) Report all injuries immediately.
- b) Cooperate with first aid attendant during the treatment process.
- c) Fill out first aid log (if applicable).

## First Aid

### First Aid Attendant

- a) Provide first aid immediately as required.
- b) Fill out the First Aid Log when first aid treatment is given to any worker.
- c) Ensure first aid kits are adequately stocked.
- d) Inform Supervisor/Management immediately on any missing or damaged item.

### Health and Safety Representative/Joint Health and Safety Committee

- a) Review first aid logs during committee meetings.
- b) Provide recommendations to Senior Management if applicable,

## 11.0 RELATED FORMS

- First Aid Kit Inventory Checklist
- First Aid Kit Inspection Form
- First Aid Log

## 12.0 REFERENCES

- Duties of employers – Occupational Health and Safety Act, s. 25, 26
- Duties of constructors – Occupational Health and Safety Act, s. 23
- Duties of supervisors – Occupational Health and Safety Act, s. 27
- Duties of workers– Occupational Health and Safety Act, s. 28
- Workplace Safety and Insurance Act, 1997, Part XIII, s. 159
- First Aid Requirements Regulation (O. Reg. 1101) under the Workplace Safety and Insurance Act, 1997

## 13.0 REVISIONS

<b>Version No.</b>	<b>Reason for Revision:</b>	<b>Developed By (Name, Title and Date):</b>	<b>Reviewed By (Name, Title and Date):</b>	<b>Approved By (Name, Title and Date):</b>
1.0	First Release	Mora Nicholls Treasurer May 2023	Rob Hedley Town Manager May 2023	Town Council May 2023



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## First Aid

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## Health and Safety Policy Statement

The senior management of The Town of Deseronto is committed to providing a safe work environment, and a work environment that promotes occupational health. Preventing employees from injury or occupational disease is a major continuing objective. We are committed to provide an accident-free workplace through effective administration, education, and training. All employees must be dedicated to the continuing objectives of reporting and eliminating the “near misses” which will greatly reduce the risk of injuries.

The Town of Deseronto’s philosophy is that the well-being of the employees is dependent on the health and safety of our workforce. Senior management recognizes the rights of workers to work in a safe and healthy work environment and promises that every reasonable precaution will be taken for the protection of all workers and the public.

Supervisors are responsible for the health and safety of workers under their supervision. Supervisors are responsible to ensure that all machinery and equipment required are safe and that each worker works in compliance with established practices and procedures for each piece of equipment. Workers must receive adequate training to understand and follow those practices and procedures to protect their health and safety and the health and safety of their co-workers.

All employees, contractors (subcontractors) and visitors have the responsibility to protect their own and others health and safety by working in compliance with the *Occupational Health and Safety Act*, all applicable regulations, and follow safe work practices and procedures established by the company.

We recognize that a safe work environment can be established and sustained only through a united effort by all employees, contractors (subcontractors) and visitors. We plan on working together to create a workplace that is physically and psychologically safe. We are committed to work jointly with relevant personnel including workers in the development and implementation of the health and safety program. The attitude and cooperation of all employees in preventing accidents will assist in achieving an accident-free workplace.

Everyone from the senior management to new worker has the responsibility to ensure a safe and healthy workplace. Let’s all work together to prevent incidents and/or accidents.

This policy will be reviewed at least annually to ensure that it meets the needs of The Town of Deseronto, and is made available to all employees, contractors (subcontractor), visitors and the public.

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Town Manager’s Signature

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Date

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Town Manager’s Name



## Workplace Violence and Harassment Procedure

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### 1.0. OBJECTIVE

The Town of Deseronto will not tolerate workplace violence and harassment as defined under the Ontario Occupational Health and Safety Act. Workplace violence may occur between co-workers, contractors, visitors, suppliers or any member of the public etc. In addition, any harassment or discrimination incidents that escalate into workplace violence will not be tolerated. Any employee who engages in violence or harassment is subject to discipline up to and including termination of employment. The purpose of this procedure is to identify steps to follow in the event of an incident involving workplace violence and harassment.

### 2.0. SCOPE

The procedure applies to The Town of Deseronto employees. This procedure has been developed in accordance with the Ontario Occupational Health & Safety Act - Bill 168 and Bill 132. The policy will be reviewed annually in accordance with applicable legislation.

### 3.0. WORKPLACE VIOLENCE AND HARASSMENT POLICY AND PROGRAM

The up-to-date workplace violence and harassment policy should be posted on all health and safety boards. All employees must review the policy as part of their orientation. Senior management in consultation with the Health and Safety representative will review the policy at least annually or as often as necessary and update all employees on the amendments as soon as possible.

### 4.0. WORKPLACE VIOLENCE RISK ASSESSMENT

An employer shall assess the risks of workplace violence that may arise from the nature of the workplace, the type of work or the conditions of work. Management and supervisors are required to periodically assess the risk of violence in each workplace.

Assessments and reassessments must be documented, using the ***Workplace Violence Risk Assessment form***, and must identify the potential risks of violence in the workplace.

The assessment requires an evaluation of the following:

- General physical environment.
- Specific risks associated with the type of work or conditions of work.
- Controls associated with the specific risks.



## Workplace Violence and Harassment Procedure

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For corporate office, an assessment will be conducted at the beginning and a re-assessment will follow every three years.

A reassessment should be done periodically as often as necessary. Reasonable controls must be implemented to eliminate or mitigate the risks identified in the assessment. A copy of the results of the assessment must be given to the health and safety representative or on request of the workers if the assessment is in writing.

### 5.0. HANDLING WORKPLACE VIOLENCE

#### 5.1 Summoning Immediate Assistance

If a violent situation is determined an immediate threat, the emergency response plan for the workplace must be followed:

1. Employees who are at an immediate risk of workplace violence should promptly leave and seek out a safe place.
2. Employees who are in a situation or have witnessed a situation where workplace violence is likely to occur should immediately contact the Manager or Supervisor by cell phone (phone number is posted on the safety board) or by direct contact, or contact the police by dialing 911.
3. Employees who are in a situation or have witnessed a situation where workplace violence is likely to occur off workplace property should:
  - contact the police by dialing 911
  - Seek immediate assistance from public or seek shelter in a safe public place
4. When making the emergency service call:
  - Remain calm
  - Let the operator control the conversation. They have standard questions for obtaining critical information from you in a timely and orderly manner
  - Clearly state your location and the location of the situation you are reporting using the street address, if you know it.
  - State briefly and clearly what you have observed or why you are calling.
  - If possible, without exposing yourself to danger, stay on the line until emergency services arrive, unless the operator specifically asks you to hang up.
5. Taking into consideration the circumstances, secure the location or evacuate the premises on the advice of the supervisor when safe to do so.
6. Wherever possible, it is important to let the harasser or abuser know right away that his or her behavior is unacceptable and that it must stop immediately.



## Workplace Violence and Harassment Procedure

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### 5.2 Domestic Violence

Domestic violence is defined as violent, threatening or extremely coercive behavior perpetrated by one partner in a current or former relationship on the other. It can consist of a pattern of ongoing abuse, or a single isolated incident. Senior Management shall take every precaution reasonable in the circumstances for the protection of the worker and other employees. The following steps should be taken if workers are found to be exposed to domestic violence:

1. Report issues of domestic violence immediately to senior management. All information will be kept confidential to maintain the privacy of the individual being threatened with domestic violence.
2. If an employee has a legal court order (e.g. restraining order, or “no-contact” order) against another individual, the employee may be required to notify his or her Supervisor, and to supply a copy of that order to Senior Management. This will likely be required in instances where the employee strongly feels that the aggressor may attempt to contact that employee at the company, in direct violation of the court order. Such information will be kept confidential.
3. Employers will apply controls to workplace violence according to the risk if applicable. Controls may include but are not limited to:
  - Limit number of entrances or exits
  - Installing public way
  - Provide workers with portable phones

### 5.3 Employee with a History of Violence

Senior management’s duty is to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behavior if:

- (a) the worker can be expected to encounter that person in the course of his or her work; and
- (b) the risk of workplace violence is likely to expose the worker to physical injury.

No employer or supervisor shall disclose more personal information in the circumstances than is reasonably necessary to protect the worker from physical injury.

### 5.4 Violence without Intent

Violence in the workplace can occur without the intent of the person who is causing harm. Examples of this include:

- A person could become violent due to medical conditions.
- A person could become violent due to a disability such as Autism, mental health.



## Workplace Violence and Harassment Procedure

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- Two individuals who are not employees of the company could be fighting and injure an employee who tries to intervene.

If a supervisor becomes aware or ought reasonably to be aware that a worker is taking medication which could potentially cause a violent incident, they must immediately contact senior management to implement safety measures to protect the worker and/or their coworkers.

### 6.0. WORK REFUSAL

An employee has the right to refuse work if he/she has reason to believe he/she is in danger from workplace violence. However, an employee can only refuse work if the alleged violent offender is at the workplace and has threatened to hurt the other worker. The protocol for the work refusal process can be found in the work refusal procedure.

### 7.0. REPORTING

#### 7.1. Procedures for Incidents involving Employees.

The following steps should be taken if an employee believes they are a victim of workplace violence or harassment:

1. Fill out the Workplace Violence and Harassment Reporting Form
2. Report the incident to
  - a. Direct Supervisor for workplace violence and harassment incidents from workers
  - b. Senior Management for workplace violence and harassment incidents from supervisor
  - c. Health and Safety Representative if workplace violence and harassment incidents from members of senior managementOR  
if employee is not comfortable going to senior management

Employee who reports threats or acts of violence, will not be retaliated against through disciplinary action. Acts of retaliation include (but are not limited to): interference, coercion, threats, physical restraint, workload reassignments, denial of promotion, or any other manner of retribution. Any acts of retaliation must be reported immediately to the Town Manager or designate .





## Workplace Violence and Harassment Procedure

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### 7.2. Procedures for Incidents Involving Outsiders

Should a worker be harassed or threatened by an individual outside of the workplace and have reason to believe this person may harm them in any way, the Employee is required to report concerns to his or her Supervisor.

If a visitor to any of the company's workplaces or any member of the public is seen with a weapon (or is known to possess one), makes a verbal threat or sexually assaults an employee or another individual, employee witnesses are required to immediately contact the police, emergency response services and their Supervisor.

Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

## 8.0. INVESTIGATIONS

The following procedures must be followed when investigating incidents of workplace violence and harassment cases:

1. Supervisors (with the help of the H&S Representative, if required) must conduct an investigation using the **Workplace Violence and Harassment Investigation Form**.
2. Supervisors will interview and document the comments of any witness(es) and the alleged offender. Information will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective actions.
3. As per the OHS Act sec 32.0.7(1) it states that the employer must ensure that an investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances. Further, the worker who has allegedly experienced workplace harassment and the alleged harasser, if he or she is a worker of the employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation;
4. As per OHS Act sec. 52 (1)(c) it states that If a person is disabled from performing his or her usual work or requires medical attention because of an accident, explosion, fire or incident of workplace violence at a workplace, but no person dies or is critically injured because of that occurrence, the employer shall, within four days of the occurrence, give written notice of the occurrence containing the prescribed information and particulars to the following:
  1. The committee, the health and safety representative and the trade union, if any.



## Workplace Violence and Harassment Procedure

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2. The Town Manager or designate, if an inspector requires notification of the results of the investigation or any corrective actions taken will be communicated to the reported victim and alleged offender.

Any incidents, discussion or investigations will be kept confidential, except where disclosure is necessary for the purpose of investigation or where it may be required by law.

### 9.0. OUTCOMES OF INVESTIGATION

#### 9.1. Offender

Workers will be subject to the Company's progressive disciplinary policy and procedure. The Town of Deseronto reserves the right to combine or skip steps depending on the facts of each situation and nature of the offense. Disciplinary action taken will be consistent with the seriousness of the infraction. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

#### 9.2. Victim of Workplace Violence and Harassment

Workers injured from an incident will follow the guidelines outlined in The Town of Deseronto's Return to Work Program. The Town of Deseronto is committed to cooperating with all their employees who have been injured on the job site and will do everything they can for an early and safe return to work.

As per the Occupational Health and Safety Act s. 52, If a person is disabled from performing his or her usual work or requires medical attention because of violence at a workplace, but no person dies or is critically injured because of that occurrence, the employer shall, within four days of the occurrence, give written notice of the occurrence containing the prescribed information and particulars to the following:

1. The committee, the health and safety representative and the trade union, if any.
2. The, if an inspector requires notification of the Town Manager or designate

### 10.0. RESPONSIBILITIES

#### Management

- a) Take all precautions necessary to provide a safe work environment for all employees that is free of violence, threats of violence, harassment, assault, and intimidation.



## Workplace Violence and Harassment Procedure

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- b) All complaints will be addressed and disciplinary measures will be taken when a report has been substantiated, regardless of the position of the offender.
- c) Any incidents or discussion will be kept confidential, except where disclosure is necessary for the purpose of investigation or punitive action, or where it may be required by law.

### Supervisors

- a) Investigate reported alleged incidents of workplace violence or harassment.
- b) Implement corrective actions as required.

### Workers

- a) Treat their fellow employees with proper consideration and respect.
- b) Report all incidents of workplace violence and harassment to their supervisor or senior management or H&S Representative.
- c) Address the harasser to let him/her know that the comment was not acceptable.
- d) Inform supervisor if harassment does not stop.

### Investigator

- a) The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation or as required by law.
- b) The investigator must remind the worker who allegedly experienced workplace harassment, the alleged harasser(s) and any witnesses of any confidentiality requirements under the company workplace harassment program.
- c) The investigator must thoroughly interview both the worker who has allegedly experienced workplace harassment and the alleged harasser(s), if the alleged harasser(s) is a worker. If the alleged harasser is not a worker of the company, the investigator must make reasonable efforts to interview the alleged harasser, if the alleged harasser is known to the company.
- d) The investigator must collect and review any relevant documents.

### Alleged Offender

- a) Respond to allegations against them.
- b) Cooperate in the investigation process.
- c) Review policies and procedures.

### Health and Safety Representative

- a) Treat workplace violence and harassment incidents the same as any other workplace hazard.



## Workplace Violence and Harassment Procedure

- b) Participate in the investigation if required.
- c) Document and Record Maintenance

### Record Retention

- a) Records are to be retained for a minimum of 3 years. Records will remain legible and readily identifiable.

## 11.0. RELATED FORMS

- Workplace Violence and Harassment Investigation Form
- Workplace Violence and Harassment Reporting form
- Workplace Violence Risk Assessment

## 12.0. REFERENCES

- Violence and Harassment, Occupation Health and Safety Act, Part III.0.1 s. 32.0.1 – 32.0.8
- Duties of employers – Occupational Health and Safety Act, s. 25, 26
- Duties of supervisors – Occupational Health and Safety Act, s. 27
- Duties of workers– Occupational Health and Safety Act, s. 28
- Health and Safety Representative– Occupational Health and Safety Act, s. 8

## 13.0 REVISIONS

<b>Version No.</b>	<b>Reason for Revision:</b>	<b>Developed By (Name, Title and Date):</b>	<b>Reviewed By (Name, Title and Date):</b>	<b>Approved By (Name, Title and Date):</b>
1.0	First Release	Mora Nicholls	Rob Hedley	Town Council
		Treasurer	Town Manager	

## APPENDIX



## Workplace Violence and Harassment Procedure

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### DEFINITIONS

**Conformity:** Fulfillment of a requirement. [Ref. IHSA COR 2020 Audit Handbook].

**Contractor:** Person or organization providing services to another organization in accordance with agreed upon specification, terms and conditions. [Ref. IHSA Contractor Handbook]

- **Subcontractor:** is an employer who hires workers and is hired in turn by a contractor

**Corrective Action:** Action to eliminate the cause of a non-conformity and to prevent recurrence. There can be more than one cause for a non-conformity. [Ref. ISHA COR 2020 Audit Handbook].

**Document:** Medium containing information related to the OHSMS. [Ref. IHSA COR 2020 Audit Handbook].

**Employer:** A person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor to perform work or supply services [Ref. OHSMA].

**Health and Safety Representative:** A worker that brings awareness to safety concerns and facilitates communication between the constructor, supervisor, and the workers regarding safety.

- At a project or other workplace where no committee is required and where the number of workers regularly exceeds five, the constructor or employer shall cause the workers to select at least one health and safety representative from among the workers at the workplace who do not exercise managerial functions [Ref. OHSMA].

**Incident:** Work related event(s) in which an injury, fatality or occupational illness occurred; and includes event(s) where no injury or illness occurred, such as a near hit or property damage. [Ref. IHSA COR 2020 Audit Handbook].

**Management:** People who have care and control over people and/or processes [Ref. IHSA COR 2020 Audit Handbook].

**Organization:** Company, corporation, firm, enterprise, authority or institution, or part or combination thereof, whether incorporated or not, public, or private, that has its own functions, management, and administration. [Ref. IHSA COR 2020 Audit Handbook].

**Procedure:** A documented, specified method to carry out an activity. [Ref. IHSA COR 2020 Audit Handbook].



## Workplace Violence and Harassment Procedure

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**Record:** Document stating results achieved or providing evidence of activities performed. [Ref. IHSA COR 2020 Audit Handbook].

**Risk:** Combination of the likelihood of an occurrence of a hazardous event or exposure(s) and the severity of injury or occupation illness that can be caused by the event or exposure(s) [Ref. IHSA COR 2020 Audit Handbook].

**Risk Assessment:** Process of evaluating the risk(s) arising from a hazard(s), taking into account the adequacy of any existing controls, and deciding whether or not the risk(s) is acceptable [Ref. IHSA COR 2020 Audit Handbook].

**Senior Management - Employer's Representative:** Person(s) at the highest level of an organization's structure responsible for leading, managing and /or directing an organization's day-to-day activities and/or operations. [Ref. IHSA COR 2020 Audit Handbook].

**Supervisor:** A person who has charge of a workplace or authority over a worker [Ref. OHSА].

**Supplier:** A person who supplies any machine, device, tool, or equipment under any rental, leasing, or similar arrangement for use in or about a workplace. [Ref. OHSА].

**Worker:** Any of the following, but does not include an inmate of a correctional institution or like institution or facility who participates inside the institution or facility in a work project or rehabilitation program:

- a) A person who performs work or supplies services for monetary compensation.
- b) A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
- c) A person who performs work or supplies services for no monetary compensation under a program approved by a college of applied arts and technology, university, private career college or other post-secondary institution.
- d) Such other persons as may be prescribed who perform work or supply services to an employer for no monetary compensation.

[Ref. OHSА].

**Workplace:** any land, premises, location, or thing at, upon, in or near which a worker works. [Ref. OHSА].

**Workplace Harassment:** means,

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or

## Workplace Violence and Harassment Procedure

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- b) workplace sexual harassment  
[Ref. OHSА].

### **Workplace Violence:**

As per the Occupational Health and Safety Act, workplace violence is defined as:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.  
[Ref. OHSА].

Some examples of workplace violence are:

- **Threatening behaviour** - such as “shaking fists”, “moving closer aggressively”, “pointing finger”.
- **Physical attacks** – such as “hitting”, “shoving”, “spitting”, “pushing” or “kicking”.

### **Workplace Harassment**

As per the Occupational Health and Safety Act, workplace harassment is defined as:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- (b) workplace sexual harassment;  
[Ref. OHSА].

**Workplace sexual harassment** is defined as:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome  
[Ref. OHSА].

## Workplace Violence and Harassment Policy Statement

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The Town of Deseronto is committed to the prevention of workplace violence and harassment and will take every necessary precaution to protect all workers, subcontractors and public from workplace violence and harassment from all sources. Senior management of the organization recognizes the rights of workers to work in an environment free of violence and harassment.

Behaviour associated with workplace violence and harassment will not be tolerated at The Town of Deseronto. As the employer, The Town of Deseronto will ensure that this policy and supporting program are implemented and maintained and that all employees have the appropriate information and instruction to protect them from violence and harassment in the workplace.

Employees will be trained on recognizing and reporting violence and harassment in the workplace. All employees, contractors (subcontractors) and visitors are responsible for raising any concerns relating to workplace violence and harassment to management without fear of retaliation or penalty. Reported incidents of workplace violence and harassment will be taken seriously and information regarding any harassment complaint or incident will not be disclosed except to the extent necessary to protect workers, to investigate and to take corrective action or as otherwise required by law. Employees will be made aware on the importance of maintaining respect in the workplace at all times.

Management and supervisors are responsible for ensuring that this policy and related procedure are being followed by employees and for ensuring that they understand that workplace violence or harassment is unacceptable from anyone in any form.

Employees may seek help to address workplace harassment from various sources such as health and safety representative, or employee assistance program.

Senior management of the organization will allocate resources necessary to address workplace violence and harassment in a fair and timely manner, respecting the privacy of all concerned.

Management will address workplace violence harassment from all sources such as customers, clients, visitors, subcontractors, supervisors, workers and members of the public. This policy will be reviewed at least annually to ensure that it meets the needs of the company.

\_\_\_\_\_  
Town Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Hedley





## Workplace Violence and Harassment Procedure

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### 1.0. OBJECTIVE

The Town of Deseronto will not tolerate workplace violence and harassment as defined under the Ontario Occupational Health and Safety Act. Workplace violence may occur between co-workers, contractors, visitors, suppliers or any member of the public etc. In addition, any harassment or discrimination incidents that escalate into workplace violence will not be tolerated. Any employee who engages in violence or harassment is subject to discipline up to and including termination of employment. The purpose of this procedure is to identify steps to follow in the event of an incident involving workplace violence and harassment.

### 2.0. SCOPE

The procedure applies to The Town of Deseronto employees. This procedure has been developed in accordance with the Ontario Occupational Health & Safety Act - Bill 168 and Bill 132. The policy will be reviewed annually in accordance with applicable legislation.

### 3.0. WORKPLACE VIOLENCE AND HARASSMENT POLICY AND PROGRAM

The up-to-date workplace violence and harassment policy should be posted on all health and safety boards. All employees must review the policy as part of their orientation. Senior management in consultation with the Health and Safety representative will review the policy at least annually or as often as necessary and update all employees on the amendments as soon as possible.

### 4.0. WORKPLACE VIOLENCE RISK ASSESSMENT

An employer shall assess the risks of workplace violence that may arise from the nature of the workplace, the type of work or the conditions of work. Management and supervisors are required to periodically assess the risk of violence in each workplace.

Assessments and reassessments must be documented, using the ***Workplace Violence Risk Assessment form***, and must identify the potential risks of violence in the workplace.

The assessment requires an evaluation of the following:

- General physical environment.
- Specific risks associated with the type of work or conditions of work.
- Controls associated with the specific risks.



## Workplace Violence and Harassment Procedure

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For corporate office, an assessment will be conducted at the beginning and a re-assessment will follow every three years.

A reassessment should be done periodically as often as necessary. Reasonable controls must be implemented to eliminate or mitigate the risks identified in the assessment. A copy of the results of the assessment must be given to the health and safety representative or on request of the workers if the assessment is in writing.

### 5.0. HANDLING WORKPLACE VIOLENCE

#### 5.1 Summoning Immediate Assistance

If a violent situation is determined an immediate threat, the emergency response plan for the workplace must be followed:

1. Employees who are at an immediate risk of workplace violence should promptly leave and seek out a safe place.
2. Employees who are in a situation or have witnessed a situation where workplace violence is likely to occur should immediately contact the Manager or Supervisor by cell phone (phone number is posted on the safety board) or by direct contact, or contact the police by dialing 911.
3. Employees who are in a situation or have witnessed a situation where workplace violence is likely to occur off workplace property should:
  - contact the police by dialing 911
  - Seek immediate assistance from public or seek shelter in a safe public place
4. When making the emergency service call:
  - Remain calm
  - Let the operator control the conversation. They have standard questions for obtaining critical information from you in a timely and orderly manner
  - Clearly state your location and the location of the situation you are reporting using the street address, if you know it.
  - State briefly and clearly what you have observed or why you are calling.
  - If possible, without exposing yourself to danger, stay on the line until emergency services arrive, unless the operator specifically asks you to hang up.
5. Taking into consideration the circumstances, secure the location or evacuate the premises on the advice of the supervisor when safe to do so.
6. Wherever possible, it is important to let the harasser or abuser know right away that his or her behavior is unacceptable and that it must stop immediately.



## Workplace Violence and Harassment Procedure

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### 5.2 Domestic Violence

Domestic violence is defined as violent, threatening or extremely coercive behavior perpetrated by one partner in a current or former relationship on the other. It can consist of a pattern of ongoing abuse, or a single isolated incident. Senior Management shall take every precaution reasonable in the circumstances for the protection of the worker and other employees. The following steps should be taken if workers are found to be exposed to domestic violence:

1. Report issues of domestic violence immediately to senior management. All information will be kept confidential to maintain the privacy of the individual being threatened with domestic violence.
2. If an employee has a legal court order (e.g. restraining order, or “no-contact” order) against another individual, the employee may be required to notify his or her Supervisor, and to supply a copy of that order to Senior Management. This will likely be required in instances where the employee strongly feels that the aggressor may attempt to contact that employee at the company, in direct violation of the court order. Such information will be kept confidential.
3. Employers will apply controls to workplace violence according to the risk if applicable. Controls may include but are not limited to:
  - Limit number of entrances or exits
  - Installing public way
  - Provide workers with portable phones

### 5.3 Employee with a History of Violence

Senior management’s duty is to provide workers with information, including personal information, related to a risk of workplace violence from a person with a history of violent behavior if:

- (a) the worker can be expected to encounter that person in the course of his or her work; and
- (b) the risk of workplace violence is likely to expose the worker to physical injury.

No employer or supervisor shall disclose more personal information in the circumstances than is reasonably necessary to protect the worker from physical injury.

### 5.4 Violence without Intent

Violence in the workplace can occur without the intent of the person who is causing harm. Examples of this include:

- A person could become violent due to medical conditions.
- A person could become violent due to a disability such as Autism, mental health.



## Workplace Violence and Harassment Procedure

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- Two individuals who are not employees of the company could be fighting and injure an employee who tries to intervene.

If a supervisor becomes aware or ought reasonably to be aware that a worker is taking medication which could potentially cause a violent incident, they must immediately contact senior management to implement safety measures to protect the worker and/or their coworkers.

### 6.0. WORK REFUSAL

An employee has the right to refuse work if he/she has reason to believe he/she is in danger from workplace violence. However, an employee can only refuse work if the alleged violent offender is at the workplace and has threatened to hurt the other worker. The protocol for the work refusal process can be found in the work refusal procedure.

### 7.0. REPORTING

#### 7.1. Procedures for Incidents involving Employees.

The following steps should be taken if an employee believes they are a victim of workplace violence or harassment:

1. Fill out the Workplace Violence and Harassment Reporting Form
2. Report the incident to
  - a. Direct Supervisor for workplace violence and harassment incidents from workers
  - b. Senior Management for workplace violence and harassment incidents from supervisor
  - c. Health and Safety Representative if workplace violence and harassment incidents from members of senior managementOR  
if employee is not comfortable going to senior management

Employee who reports threats or acts of violence, will not be retaliated against through disciplinary action. Acts of retaliation include (but are not limited to): interference, coercion, threats, physical restraint, workload reassignments, denial of promotion, or any other manner of retribution. Any acts of retaliation must be reported immediately to the Town Manager or designate .



## Workplace Violence and Harassment Procedure

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### 7.2. Procedures for Incidents Involving Outsiders

Should a worker be harassed or threatened by an individual outside of the workplace and have reason to believe this person may harm them in any way, the Employee is required to report concerns to his or her Supervisor.

If a visitor to any of the company's workplaces or any member of the public is seen with a weapon (or is known to possess one), makes a verbal threat or sexually assaults an employee or another individual, employee witnesses are required to immediately contact the police, emergency response services and their Supervisor.

Any complaint made in bad faith, if demonstrated as being such through convincing evidence, will result in disciplinary action being taken against the individual lodging the fraudulent or malicious complaint.

## 8.0. INVESTIGATIONS

The following procedures must be followed when investigating incidents of workplace violence and harassment cases:

1. Supervisors (with the help of the H&S Representative, if required) must conduct an investigation using the **Workplace Violence and Harassment Investigation Form**.
2. Supervisors will interview and document the comments of any witness(es) and the alleged offender. Information will not be disclosed unless the disclosure is necessary for the purposes of investigating or taking corrective actions.
3. As per the OHS Act sec 32.0.7(1) it states that the employer must ensure that an investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances. Further, the worker who has allegedly experienced workplace harassment and the alleged harasser, if he or she is a worker of the employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation;
4. As per OHS Act sec. 52 (1)(c) it states that If a person is disabled from performing his or her usual work or requires medical attention because of an accident, explosion, fire or incident of workplace violence at a workplace, but no person dies or is critically injured because of that occurrence, the employer shall, within four days of the occurrence, give written notice of the occurrence containing the prescribed information and particulars to the following:
  1. The committee, the health and safety representative and the trade union, if any.



## Workplace Violence and Harassment Procedure

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2. The Town Manager or designate, if an inspector requires notification of the results of the investigation or any corrective actions taken will be communicated to the reported victim and alleged offender.

Any incidents, discussion or investigations will be kept confidential, except where disclosure is necessary for the purpose of investigation or where it may be required by law.

### 9.0. OUTCOMES OF INVESTIGATION

#### 9.1. Offender

Workers will be subject to the Company's progressive disciplinary policy and procedure. The Town of Deseronto reserves the right to combine or skip steps depending on the facts of each situation and nature of the offense. Disciplinary action taken will be consistent with the seriousness of the infraction. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

#### 9.2. Victim of Workplace Violence and Harassment

Workers injured from an incident will follow the guidelines outlined in The Town of Deseronto's Return to Work Program. The Town of Deseronto is committed to cooperating with all their employees who have been injured on the job site and will do everything they can for an early and safe return to work.

As per the Occupational Health and Safety Act s. 52, If a person is disabled from performing his or her usual work or requires medical attention because of violence at a workplace, but no person dies or is critically injured because of that occurrence, the employer shall, within four days of the occurrence, give written notice of the occurrence containing the prescribed information and particulars to the following:

1. The committee, the health and safety representative and the trade union, if any.
2. The, if an inspector requires notification of the Town Manager or designate

### 10.0. RESPONSIBILITIES

#### Management

- a) Take all precautions necessary to provide a safe work environment for all employees that is free of violence, threats of violence, harassment, assault, and intimidation.



## Workplace Violence and Harassment Procedure

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- b) All complaints will be addressed and disciplinary measures will be taken when a report has been substantiated, regardless of the position of the offender.
- c) Any incidents or discussion will be kept confidential, except where disclosure is necessary for the purpose of investigation or punitive action, or where it may be required by law.

### Supervisors

- a) Investigate reported alleged incidents of workplace violence or harassment.
- b) Implement corrective actions as required.

### Workers

- a) Treat their fellow employees with proper consideration and respect.
- b) Report all incidents of workplace violence and harassment to their supervisor or senior management or H&S Representative.
- c) Address the harasser to let him/her know that the comment was not acceptable.
- d) Inform supervisor if harassment does not stop.

### Investigator

- a) The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation or as required by law.
- b) The investigator must remind the worker who allegedly experienced workplace harassment, the alleged harasser(s) and any witnesses of any confidentiality requirements under the company workplace harassment program.
- c) The investigator must thoroughly interview both the worker who has allegedly experienced workplace harassment and the alleged harasser(s), if the alleged harasser(s) is a worker. If the alleged harasser is not a worker of the company, the investigator must make reasonable efforts to interview the alleged harasser, if the alleged harasser is known to the company.
- d) The investigator must collect and review any relevant documents.

### Alleged Offender

- a) Respond to allegations against them.
- b) Cooperate in the investigation process.
- c) Review policies and procedures.

### Health and Safety Representative

- a) Treat workplace violence and harassment incidents the same as any other workplace hazard.



## Workplace Violence and Harassment Procedure

- b) Participate in the investigation if required.
- c) Document and Record Maintenance

### Record Retention

- a) Records are to be retained for a minimum of 3 years. Records will remain legible and readily identifiable.

## 11.0. RELATED FORMS

- Workplace Violence and Harassment Investigation Form
- Workplace Violence and Harassment Reporting form
- Workplace Violence Risk Assessment

## 12.0. REFERENCES

- Violence and Harassment, Occupation Health and Safety Act, Part III.0.1 s. 32.0.1 – 32.0.8
- Duties of employers – Occupational Health and Safety Act, s. 25, 26
- Duties of supervisors – Occupational Health and Safety Act, s. 27
- Duties of workers– Occupational Health and Safety Act, s. 28
- Health and Safety Representative– Occupational Health and Safety Act, s. 8

## 13.0 REVISIONS

<b>Version No.</b>	<b>Reason for Revision:</b>	<b>Developed By (Name, Title and Date):</b>	<b>Reviewed By (Name, Title and Date):</b>	<b>Approved By (Name, Title and Date):</b>
1.0	First Release	Mora Nicholls	Rob Hedley	Town Council
		Treasurer	Town Manager	

## APPENDIX





## Workplace Violence and Harassment Procedure

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### DEFINITIONS

**Conformity:** Fulfillment of a requirement. [Ref. IHSA COR 2020 Audit Handbook].

**Contractor:** Person or organization providing services to another organization in accordance with agreed upon specification, terms and conditions. [Ref. IHSA Contractor Handbook]

- **Subcontractor:** is an employer who hires workers and is hired in turn by a contractor

**Corrective Action:** Action to eliminate the cause of a non-conformity and to prevent recurrence. There can be more than one cause for a non-conformity. [Ref. ISHA COR 2020 Audit Handbook].

**Document:** Medium containing information related to the OHSMS. [Ref. IHSA COR 2020 Audit Handbook].

**Employer:** A person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor to perform work or supply services [Ref. OHSMA].

**Health and Safety Representative:** A worker that brings awareness to safety concerns and facilitates communication between the constructor, supervisor, and the workers regarding safety.

- At a project or other workplace where no committee is required and where the number of workers regularly exceeds five, the constructor or employer shall cause the workers to select at least one health and safety representative from among the workers at the workplace who do not exercise managerial functions [Ref. OHSMA].

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## Workplace Violence and Harassment Procedure

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**Supplier:** A person who supplies any machine, device, tool, or equipment under any rental, leasing, or similar arrangement for use in or about a workplace. [Ref. OHSAA].

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- a) A person who performs work or supplies services for monetary compensation.
- b) A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
- c) A person who performs work or supplies services for no monetary compensation under a program approved by a college of applied arts and technology, university, private career college or other post-secondary institution.
- d) Such other persons as may be prescribed who perform work or supply services to an employer for no monetary compensation.

[Ref. OHSAA].

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- a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or



## Workplace Violence and Harassment Procedure

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- b) workplace sexual harassment  
[Ref. OHSa].

### **Workplace Violence:**

As per the Occupational Health and Safety Act, workplace violence is defined as:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.  
[Ref. OHSa].

Some examples of workplace violence are:

- **Threatening behaviour** - such as “shaking fists”, “moving closer aggressively”, “pointing finger”.
- **Physical attacks** – such as “hitting”, “shoving”, “spitting”, “pushing” or “kicking”.

### **Workplace Harassment**

As per the Occupational Health and Safety Act, workplace harassment is defined as:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome, or
- (b) workplace sexual harassment;  
[Ref. OHSa].

**Workplace sexual harassment** is defined as:

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome  
[Ref. OHSa].

**TOPIC: Public Works Manager Report**

**REPORT BY: Joe Carter**

**DRAFTED: May 4, 2023**

**AMENDED:**

**COUNCIL/COMMITTEE: Regular Council Meeting May 10, 2023**

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**ISSUE:**

Speed Sign – Main Street

**BACKGROUND:**

Council directive to put speed sign – south side of street exiting town

**FINANCIAL IMPACT:**

**DISCUSSION:**

**RECOMMENDATION(s):**

- Current best location is Main and 5<sup>th</sup> between two houses south side of street – contact residents that may be affected by flashing sign – curve towards street away from houses to eliminate light pollution

**ISSUE:**

Park Maintenance / Grading for opening weekend (pickerel)

**BACKGROUND:**

Ensure grass is maintained, parking lots graded, dock and services ready, access points for people fishing.

**FINANCIAL IMPACT:**

**DISCUSSION:**

Grass cutting and maintenance includes new area defined for Girl Guides and Mill Point

**RECOMMENDATIONS:**

- Opening public bathrooms has become more labour intensive and difficult than expected – Congers Plumbing to forward list of deficiencies and pricing to get bathrooms to be functional. Once received will forward to Council with some formal recommendations.

**ISSUE:**

Parking Restrictions – Thomas running to 1<sup>st</sup> street (attach to current hydro poles) north side – Main Street (Fourth to First) can either be attached to hydro poles on north side of street or separate metal hardware on south side of street.

**BACKGROUND:**

Council directive to explore permanent parking restrictions in areas mentioned as a pilot project from May to December 2023 at April 26<sup>th</sup> 2023 Meeting

**FINANCIAL IMPACT:**

Sufficient current inventory of no parking signs to accommodate request – will have to replenish inventory of signage within current budget target.

**DISCUSSION:**

Evaluate and coordinate with Bylaw Enforcement on education campaign as well as get Administration to update current Traffic Bylaw to recognize restrictions and fines.

**RECOMMENDATIONS:**

Install no parking signs as per Council direction.

**ISSUE:**

Christmas Tree / Rathbun Park

**BACKGROUND:**

Council resolution to find a permanent spot to plant and decorate a permanent displayed evergreen tree in Rathbun park vs temporary tree display in fountain.

**FINANCIAL IMPACT:**

The lasting financial impact is the only cost would be decorating existing permanent evergreen tree vs locating and relocating temporary tree and additional equipment rental.

**DISCUSSION:**

**RECOMMENDATION:**

Stake out underground sprinkler system and identify central area that can still be accessed by equipment for planting and maintenance of tree.

**By-law Enforcement Services Board Meeting Minutes**  
**Council Chambers**  
**Monday, November 28, 2022 @ 11:00 AM**

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**Members Present:** Mayor Bob Mullin  
Member Claire Kennelly  
Member Larry Rollins  
Member Peter Valiquette

**Members Absent:** Member Norm Clark

**Staff Present:** Amanda Cox, Clerk-Administrator  
Roxanne Hearn, CAO/Treasurer  
Gloria Raybone, CAO/Treasurer

**Staff Absent:** Tracey Krolicki Municipal Management Assistant  
Kevin Gauthier By-law Enforcement Officer  
Gail Maracle Clerk  
Carla Preston CAO

**1. Call to Order**

Meeting called to order by Roxanne Hearn at 11:00 am

**2. Appointment of Chair**

2.1. Board to appoint a chairperson

**Resolution #1**

Moved by Member Claire Kennelly  
Seconded by Mayor Bob Mullin

That the Board appoints Larry Rollins as the Chairperson.

**Carried**

**3. Closed Session**

3.1. Closed Session in accordance with Section 239(2)(b) of the Municipal Act

**Resolution #2**

Moved by Member Claire Kennelly

Seconded by Mayor Bob Mullin

That the By-law Enforcement Services Board convene in closed session at 11:05 am in accordance with Section 239(2)(b) of the Municipal Act, S.O. 2001, c.25, as amended, to consider:

- Personal matters about an identifiable individual, including municipal or local board employees.

**Carried**

3.2. Personal Matters about Identifiable Individual

3.3. Rise from Closed Session

### **Resolution #3**

Moved by Mayor Bob Mullin  
Seconded by Member Claire Kennelly

That the By-law Enforcement Services Board does hereby rise from closed session at 11:30 am.

**Carried**

## **4. Report from Closed Session**

4.1. Personal Matters about Identifiable Individual

### **Resolution #4**

Moved by Mayor Bob Mullin  
Seconded by Member Claire Kennelly

That staff be authorized to proceed with the close meeting direction.

**Carried**

## **5. Adoption of Agenda**

5.1. BESB Agenda - November 28, 2023

### **Resolution #5**

Moved by Mayor Bob Mullin  
Seconded by Member Peter Valiquette



That the agenda for the BESB meeting held on November 28, 2023  
be adopted as presented.

**Carried**

**6. Disclosure of Interest**

None noted

**7. Adjournment**

Meeting was adjourned at 11:32 am

**By-law Enforcement Services Board Meeting Minutes  
Council Chambers  
Thursday, January 26, 2023 @ 2:00 PM**

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**Members Present:** Mayor Bob Mullin  
Member Claire Kennelly  
Member Norm Clark

**Members Absent:** Member Larry Rollins  
Member Peter Valiquette

**Staff Present:** Tracey Krolicki, Municipal Management Assistant  
Roxanne Hearn, CAO/Treasurer  
Gloria Raybone, CAO/Treasurer

**Staff Absent:** Amanda Cox Clerk-Administrator  
Kevin Gauthier By-law Enforcement Officer  
Gail Maracle Clerk  
Carla Preston CAO

**1. Call to Order**

**2. Adoption of Agenda**

2.1. January 26th, 2023 BESB Agenda

**Resolution #1**

Moved by Member Claire Kennelly  
Seconded by Member Norm Clark

That the agenda for the BESB meeting held on January 26th, 2023  
be adopted as presented.

**Carried**

**3. Disclosure of Interest**

**4. Approval of Minutes**

4.1. BESB meeting minutes of September 22nd, 2022 and November  
28th, 2022

**Resolution #2**

Moved by Member Norm Clark  
Seconded by Member Claire Kennelly

That the minutes of the BESB meeting held on September 22nd,  
2022 and November 28th, 2022 be approved as presented.

**Carried**

## **5. Correspondence / New Business**

### 5.1. By-Law Officer Report and Statement of Revenue and Expenditures

#### **Resolution #3**

Moved by Member Norm Clark  
Seconded by Member Claire Kennelly

That the By-Law Officer Reports and Statement of Revenue and  
Expenditures be received as presented.

**Carried**

### 5.2. Preliminary Budget discussions

#### **Resolution #4**

Moved by Member Norm Clark  
Seconded by Member Claire Kennelly

That the budget be approved.

**Carried**

### 5.3. BESB Schedule

#### **Resolution #5**

Moved by Member Norm Clark  
Seconded by Member Claire Kennelly

That the Staff recommend that we set the meeting schedule for the  
last Thursday in January 26th, April 27th, September 28th and  
November 30th for the term of Council immediately following the  
BISB meetings.

**Carried**

5.4. Truck repair discussion

**Resolution #6**

Moved by Member Claire Kennelly  
Seconded by Member Norm Clark

That the BESB Truck be repaired at McCurdy.

**Carried**

**6. Adjournment**

That the meeting was adjourned at 3:30pm.

**Building Inspection Services Board Meeting Minutes  
Council Chambers**

**Thursday, February 23, 2023 @ 2:00 PM**

---

**Members Present:** Mayor Bob Mullin  
Member Larry Rollins  
Member Claire Kennelly  
Member Peter Valiquette  
Member Norm Clark  
Member Ron Derry

**Members Absent:**

**Staff Present:** Tonia Bennett, CAO-Clerk  
Amanda Cox, Clerk-Administrator  
Tracey Krolicki, Municipal Management Assistant  
Roxanne Hearn, CAO/Treasurer  
Gloria Raybone, CAO/Treasurer  
Richard Cook, CBO

**Staff Absent:** Gail Maracle Clerk  
Carla Preston CAO

**1. Call to Order**

**2. Adoption of Agenda**

2.1. February 23rd, 2023 Regular BISB Agenda

**Resolution #1**

Moved by Member Norm Clark  
Seconded by Member Claire Kennelly

That the agenda for the regular BISB meeting held on February 23rd, 2023 be adopted as presented.

**Carried**

**3. Disclosure of Interest**

Bob Mullin declared in regards to the CBO report.

**4. Approval of Minutes**

4.1. Minutes of September 22nd, 2022 meeting

**Resolution #2**

Moved by Member Larry Rollins  
Seconded by Member Ron Derry

That the minutes of the Regular BISB meeting held on September 22nd, 2022 be adopted as presented.

**Carried**

**5. Staff Reports**

5.1. CBO December 2022 Monthly report and Statement

**Resolution #3**

Moved by Member Peter Valiquette  
Seconded by Member Larry Rollins

That the CBO December Monthly BISB Reports be received as presented.

**Carried**

**Resolution #4**

Moved by Member Claire Kennelly  
Seconded by Member Larry Rollins

That staff be directed to provide a report on the renovation fee and on registering orders on title.

**Carried**

5.2. BISB Reports for December 2022 and Statement of Revenue and Expenditures

5.3. BISB Overview

**Resolution #5**

Moved by Member Norm Clark  
Seconded by Member Claire Kennelly

That the Statement of Revenue and Expenditures for December 2022 and the BISB Overview report be received.

**Carried**

**6. Correspondence / New Business**

6.1. Set 2023 BISB Meeting Schedule

**Resolution #6**

Moved by Member Claire Kennelly  
Seconded by Member Larry Rollins

That Staff recommend that we set meetings for the 4th Thursday in January, April, September and November for the term of Council.

**Carried**

6.2. Preliminary Budget discussions

Budget was reviewed by the Board.

**Resolution #7**

Moved by Member Claire Kennelly  
Seconded by Member Peter Valiquette

That the BISB budget be approved.

**Carried**

**7. Adjournment**

The meeting was adjourned at 3pm.

## COMMUNICATIONS PROTOCOL

Between:

### **MOHAWKS OF THE BAY OF QUINTE**

(herein after referred to as “MBQ”)  
24 Meadow Drive  
Tyendinaga Mohawk Territory, ON  
K0K 1X0

**AND**

### **THE CORPORATION OF THE TOWN OF DESERONTO**

(herein after referred to as “the Town”)  
31 Main Street, P.O Box 310  
Deseronto, ON  
K0K 1X0

WHEREAS, the service agreement between the Town of Deseronto and the Mohawks of the Bay of Quinte dated November 10, 2000 established the Joint Water and Wastewater Liaison Board, and

WHEREAS, the Town of Deseronto and the Mohawks of the Bay of Quinte mutually agreed at the Liaison Board meeting held at the Deseronto Community Centre on April 13, 2023, to establish a communications protocol in the event of an emergency or service interruptions.

### **PURPOSE:**

This protocol is intended to provide guidance when issues of health and safety arise. The purpose is to ensure communication between the parties is maintained and the information forwarded to the appropriate people in the event of the following activities :

- A. Health and Safety Issues** – adverse water quality results, bypass events to the Bay or MECP Compliance Issues.
- B. Fire Event** – significant fire event causing low water pressure or restricted use.
- C. Maintenance Issues** – water and wastewater meter calibrations, routine maintenance activities or unplanned service interruptions.
- D. Emergency Repair** – water or wastewater plant issues, watermain distribution breaks or collection system repairs.
- E. New Distribution or Collection System Projects** – planned watermain or collection system extensions.



**BACKGROUND:**

The Mohawks of the Bay of Quinte and the Town of Deseronto have an existing agreement that outlines responsibilities of both parties.

Areas serviced by the agreement are detailed in the attached drawing.

**CRITICAL CONTACTS:****Mohawks of the Bay of Quinte:**

<b>Joint Liaison Board Members:</b>	
1. Chief R. Donald Maracle	Office: 613-396-3424 ext: 106 Cell: 613-391-9249 Email: <a href="mailto:rdonm@mbq-tmt.org">rdonm@mbq-tmt.org</a>
2. Carl "Ted" Maracle, Council Portfolio Holder	Cell: 613-885-2458 Email: ted
3. David Souliere, CAO	Office: 613-396-3424 ext: 126 Cell: 613-813-2232 Email: <a href="mailto:cao@mbq-tmt.org">cao@mbq-tmt.org</a>
4. Todd Kring, Dir. Community Infrastructure	Office: 613-396-3424 ext:134 Cell: 613-961-9478 Email: <a href="mailto:toddk@mbq-tmt.org">toddk@mbq-tmt.org</a>
<b>MBQ Water/Wastewater Operators:</b>	
5. Liz Brant	Cell: 613-813-9012 Email: <a href="mailto:lizb@mbq-tmt.org">lizb@mbq-tmt.org</a>
6. Ben Brant	Cell: 613-813-0053 Email: <a href="mailto:wateroperator@mbq-tmt.org">wateroperator@mbq-tmt.org</a>
7. Logan Conger	Cell: 613-813-7771 Email: <a href="mailto:wateroperator3@mbq-tmt.org">wateroperator3@mbq-tmt.org</a>
8. James Taylor, OCWA	Cell: 613-813-4087 Email: <a href="mailto:JTaylor@ocwa.com">JTaylor@ocwa.com</a>
<b>Other MBQ Contacts:</b>	
9. Scott Maracle, Mohawk Fire Chief	Emergency dial 911 Cell: 613-961-9203 Email: <a href="mailto:mohawkfire@mbq-tmt.org">mohawkfire@mbq-tmt.org</a>
10. Nick Brinklow, Roads Superintendent	Cell: 613-961-9727 Email: <a href="mailto:nickbrinklow@mbq-tmt.org">nickbrinklow@mbq-tmt.org</a>
11. Tom Kring, Director of Housing and BPM	Cell: 343-263-3058 Email: <a href="mailto:housingdirector@mbq-tmt.org">housingdirector@mbq-tmt.org</a>

**Town of Deseronto:**

<b>Joint Liaison Board Members:</b>	
1. Mayor Dan Johnston	Office: 613-396-2440

		Cell:613-921-3142 Email: <a href="mailto:djohnston@deseronto.ca">djohnston@deseronto.ca</a>
2.	Deputy Mayor Steve Everhardus	Cell:613-919-3733 Email: <a href="mailto:severhardus@deseronto.ca">severhardus@deseronto.ca</a>
3.	Kevin Smith, Councillor	Office: 613-396-2440 Cell: Email: <a href="mailto:ksmith@deseronto.ca">ksmith@deseronto.ca</a>
4.	Robert Hedley, CAO	Office: 613-396-2440 ext 204 Cell: 613-403-3976 Email: <a href="mailto:rhedley@deseronto.ca">rhedley@deseronto.ca</a>
<b>Deseronto Water/Wastewater Operators:</b>		
5.	Shane Lemaire, Operator	Cell: 613-847-1045 Email: <a href="mailto:slemaire@deseronto.ca">slemaire@deseronto.ca</a>
6.	Joe Carter, Manager Public Work	Cell: 613-961-9566 Email: <a href="mailto:jcarter@deseronto.ca">jcarter@deseronto.ca</a>

The “Overall Responsible Operator” or ORO of the MBQ distribution system is the Ontario Clean Water Agency under third party contract to provide operational oversight.

**NOTIFICATION PROCESS:**

**A. Health and Safety Issues** – adverse water quality results, bypass events to the Bay or MECP Compliance Issues.

**A.1** – The water operators for both the Town and the MBQ will immediately notify the impacted party upon learning of any adverse water quality condition, non compliance or operational activities that may limit or restrict water usage or wastewater collection.

**A.2** – The parties agree to notify each other prior to media release or public notice. An emergency Liaison Board meeting in person or virtual will be scheduled within 12hrs of receiving the notice.

**B. Fire Event** – significant fire event causing low water pressure or restricted use.

**B.1** – The parties agree to immediately contact the corresponding operator upon learning of hydrant use for fire purposes regardless of the size of fire.

**C. Maintenance Issues** – water and wastewater meter calibrations, routine maintenance activities or unplanned service interruptions.

**C.1** – The parties agree to maintain regular communication regarding planned or unplanned maintenance activities.

**C.2** – MBQ Operator will notify the Town Operator when scheduling the annual calibration of the water and wastewater meters. The calibration report will be forwarded to the Town

**D. Emergency Repair** – water or wastewater plant issues, watermain distribution breaks or collection system repairs.

**D.1** - The parties agree to immediately contact the corresponding operator in the event of any emergency repairs related to the distribution/collection system or water/wastewater plant operations.

**E. New Distribution or Collection System Projects** – planned watermain or collection system extensions.

**E.1** – MBQ agrees to provide drawings and specifications in advance of any planned water/wastewater servicing projects.

**For Clarity:**

**Routine Maintenance Issues** – The MBQ Operator and the Town Operator will maintain regular communication on all general maintenance matters, and emergency repairs.

All operational issues will be discussed at the next available Joint Liaison Board meeting.

**Health and Safety Issues** – the Town will notify the MBQ Operator immediately in the event of any water related threat to public health including but not limited to adverse water conditions, boil water advisories, zero chlorine residual, or primary water treatment failure at the Deseronto Water Plant. The MBQ Operator shall notify the Town Operator in the event of watermain break,

low chlorine residual or any other maintenance activities that may impact regular operations.

#### **PUBLIC NOTICES/AWARENESS/CLIENT ENQUIRIES:**

- 1.1 Joint press releases may be necessary on water related matters such as water service interruptions or adverse water quality conditions. The Town will take the lead for issues related to the Water or Wastewater Treatment Plant and on water quality related issues in consultation with MBQ, OCWA and Indigenous Services Canada.
- 2.1 In the event a notice is required for interruption of services on the MBQ's water distribution or collection side, MBQ will ensure the dissemination of the required information to the community via door to door and social media in consultation with the Town Operator.
- 3.1 In the event that Quinte Conservation Authority declares a drought condition both the Town and MBQ will initiate a joint public notification plan to share information about low water conditions, conservation, and recommended water use reductions based on the condition Level recommended by Quinte Conservation. The information will be focused on increasing public awareness about essential and non-essential uses and provide tips on how to decrease water consumption.

**Level 1-Low Water Declaration** by Quinte Conservation Authority means potential for water supply problems have been identified. It is the first indication of potential water supply problems and the focus is water conservation. A voluntary 10% reduction in water consumption will be promoted to the public.

**Level 2- Low Water Declaration** by Quinte Conservation Authority means minor water supply issues may be encountered and there is the potential for major supply problems. Recommended mitigation measures typically request water use be reduced by 20 % and include restrictions on and strongly discourage non-essential water uses such as watering lawns, washing cars, topping up pools, etc. Communication to the public will be discussed at a Joint Liaison Board Meeting and communicated to the public in unison from both parties.

**Level 3- Low Water Declaration** by Quinte Conservation Authority means a serious problem and potential for failure of the water supply to

meet demand. The parties will call an emergency meeting of the Joint Liaison Board to discuss and review mitigation measures including the potential for implementing a mandatory restriction on water use.

By way of our signatures below the parties agree to accept and implement the stipulations as outlined within this document:

**MOHAWKS OF THE BAY OF QUINTE**

BY: \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

BY: \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

**THE CORPORATION OF THE TOWN OF DESERONTO**

BY: \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

BY: \_\_\_\_\_ Position \_\_\_\_\_

Date \_\_\_\_\_

**Figure 1 - Service Area**

DRAFT












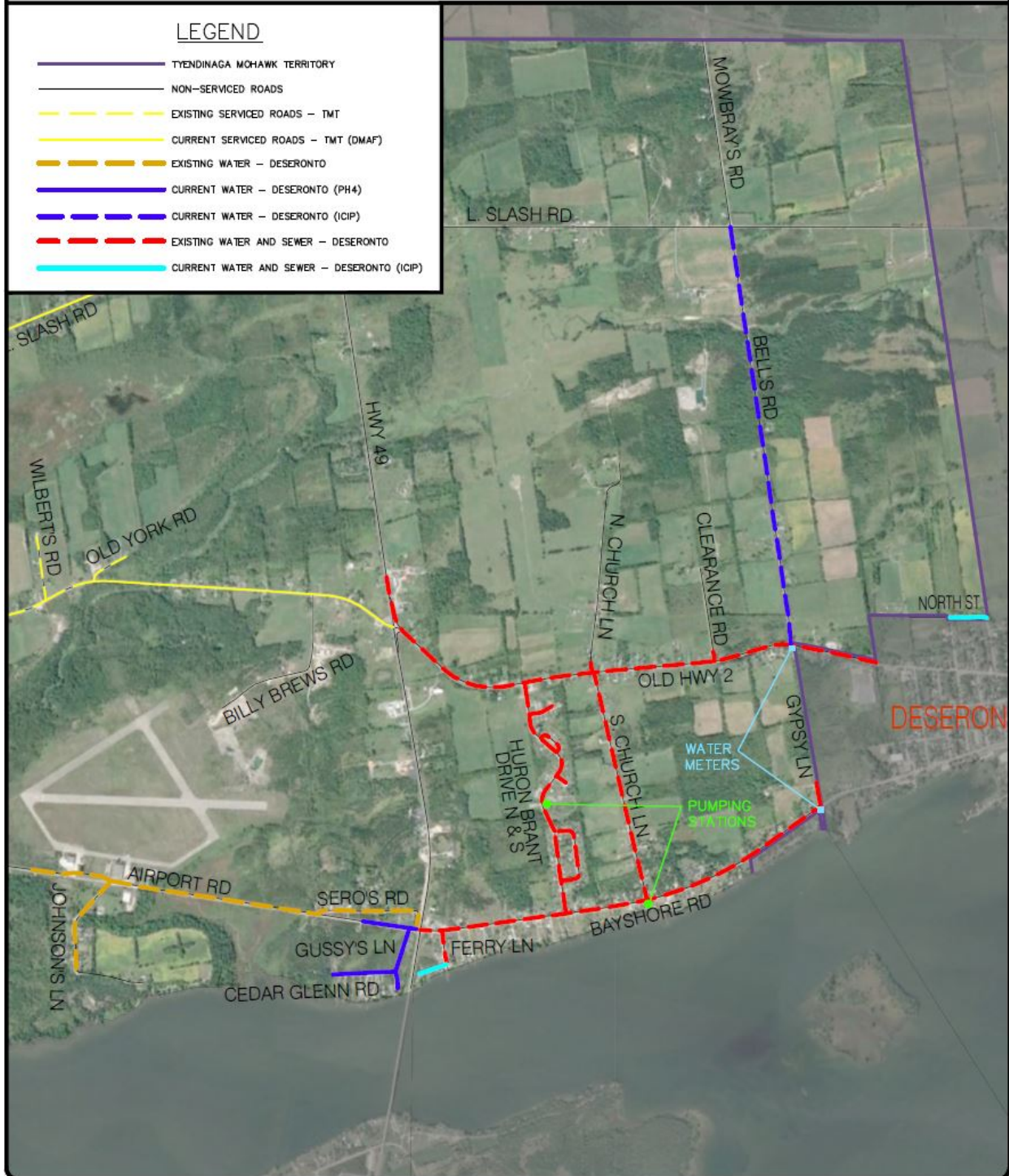
# TYENDINAGA MOHAWK TERRITORY

## Deseronto System - Watermain



### LEGEND

-  TYENDINAGA MOHAWK TERRITORY
-  NON-SERVICED ROADS
-  EXISTING SERVICED ROADS - TMT
-  CURRENT SERVICED ROADS - TMT (DMAF)
-  EXISTING WATER - DESERONTO
-  CURRENT WATER - DESERONTO (PH4)
-  CURRENT WATER - DESERONTO (ICIP)
-  EXISTING WATER AND SEWER - DESERONTO
-  CURRENT WATER AND SEWER - DESERONTO (ICIP)



## County Council Report

**April 25, 2023**

This report highlights some of the issues considered by County Council at its last regular meeting on April 25, 2023. It is a summary and is provided for the interest of County employees.

County Council met in Council Chambers and virtually via Zoom, which was livestreamed on the County Facebook page.

### **Warden's Report to Council**

His Honour began his remarks by stating the Land Acknowledgement to recognize the traditional First Nations, Métis, and Inuit territories of land in Canada and honour the original occupants of these lands.

Warden Mullin spoke about April 28<sup>th</sup> being the National Day of Mourning, in remembrance of those who lost their lives, suffered injury or illness at work. He recognized the County's commitment to protecting workers and preventing further workplace tragedies by continuing to improve health and safety in the workplace. On April 28<sup>th</sup>, flags were lowered to half mast to reflect and recognize Canada's National Day of Mourning. A moment of silence followed the Warden's remarks.

On April 5<sup>th</sup>, Warden Mullin attended a cheque presentation at Loyalist College where they received a \$150,000 investment from Hastings County to support current and future students enrolled in the College's Early Childhood Education (ECE) program.

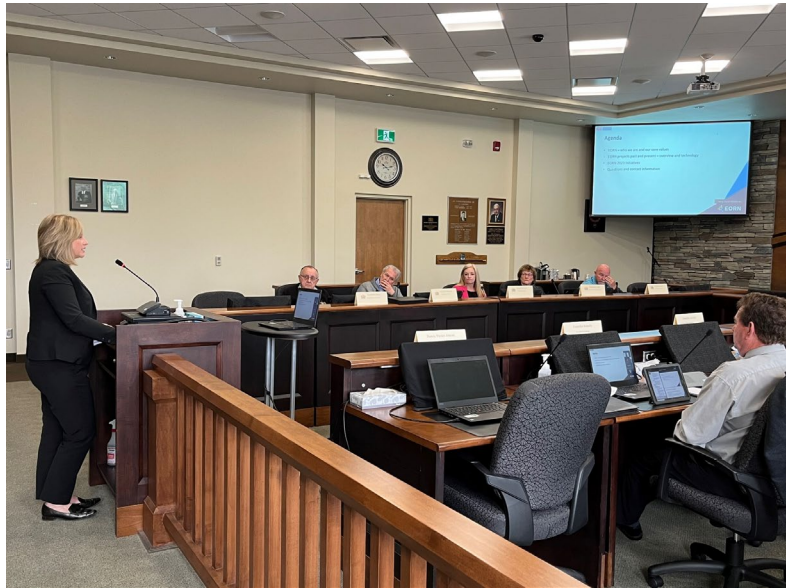


Throughout the month, His Honour has been involved in the recruitment process for the next CAO at the County, after Jim Pine's retirement in June.



## **EORN Cell Gap Project Update**

Lisa Severson (pictured), Director of Communications, and Kristen Myers, Project Manager of the Eastern Ontario Regional Network (EORN) gave an update on the Cell Gap Project to County Council. They summarized the project goals, which include the achievement of 99% coverage for making cell phone calls in the Eastern Ontario region; 95% coverage for standard definition service which can support email, web browsing, and social media; and 85% coverage for high definition, which can support video conferencing and movie streaming.



To date:

- 297 of 312 existing sites have been upgraded to support 4G/5G phones, including 18 of 20 in Hastings County
- 13 of 260 new sites have been built, including 0 of 13 in Hastings County
- 15 of 74 co-locations of towers have been completed, including 2 of 12 in Hastings County
- The project is expected to be completed by the end of 2025, and a 5-year service level agreement will be in place to ensure capacity is maintained following completion

## **Report of the CAO – April**

Mr. Pine echoed Lisa Severson's acknowledgement Hastings County's support for the EORN project as well as their strong support for the Eastern Ontario Wardens' Caucus over the years.

May 8-14<sup>th</sup> has been proclaimed Nursing Services Week by the Warden, as well as May 19<sup>th</sup> as PSW Day in Hastings County.

## **Community and Human Services Update - April**

The Bonanza in a Box Program is an adaptation of the original Backyard Bonanza Program that occurred during the pandemic, which allowed children in community housing to participate in an "at home camp". Bonanza in a Box will once again be offered to children residing in family neighbourhoods in Quinte West, Bancroft, and

Deseronto with in-person Backyard Bonanza Camp being offered in Belleville. These programs will be offered from July 4<sup>th</sup> to August 25<sup>th</sup>.

Housing Services is once again partnering with the Hastings and Prince Edward Learning Foundation to support the Food2You program over the summer. Weekly healthy food drops will continue to be delivered directly to the doors of families with children aged 2-18 years old residing in community housing. In 2022, staff provided 975 weekly meals to 15 neighbourhoods in Belleville, Quinte West, Bancroft, and Deseronto for a total of over 34,000 meals delivered with the support of the Learning Foundation's donation.

Balcony painting will be occurring at the community housing at 45 Creswell as well as roof replacement at 424 Bleecker Avenue in Belleville.

### **Hastings/Quinte Emergency Services Committee Update - April**

Every year Hastings County has made a proclamation in support of Paramedic Services Week. This year it is May 21-27, and the theme is "Diversity in Paramedicine – The Patient. The Provider. The Profession."

### **Hastings/Quinte Long-Term Care Committee Update - April**

The Hastings/Quinte Long-Term Care Committee did not meet in April.

### **Planning and Development Committee Update – April**

Copies of the Economic Development and Tourism Development Year End Report was made available to members of Council upon request.

Planning Department staff continued to process various applications for consent, subdivision, and land use.

### **Finance, Property and Personnel Committee Update – April**

The elevators at the North Hastings Professional Building and Centennial Manor in Bancroft are being upgraded and modernized with new cab interiors, controls, and doors.

A new video surveillance system, similar to the one at Centennial Manor and at our community housing neighbourhoods, is being installed at the County Administration Building. The current system is 10 years old and is limited in its quality and capabilities.

Generators at the North Hastings Professional Building and Centennial Manor are going to be upgraded to bring them into compliance with industry standards.

A letter will be sent by Hastings County to the Provincial government and copied to AMO and LAS requesting further investigation into the possibility of Ontario municipalities being able to create an offshore captive insurance program to help address the significant increases to insurance costs being faced.

Further information regarding other decisions approved by County Council and the full agenda package is available at:

<https://hastingscounty.civicweb.net/Portal/MeetingInformation.aspx?Org=Cal&id=1721>

On behalf of Jim Pine, CAO

**Treasury Board Secretariat**  
Emergency Management Ontario  
25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tel: 647-329-1200

**Secrétariat du Conseil du Trésor**  
de la gestion des situations d'urgence  
Ontario  
25 Morton Shulman Avenue  
Toronto ON M3M 0B1  
Tél. : 647-329-1200



May 04, 2023

Town of Deseronto

Dear Kris Brunton - CEMC:

Emergency Management Ontario (EMO) is proud to support your efforts to deliver on our common mission to ensure Ontarians are safe, practiced and prepared before, during and after emergencies.

The Emergency Management and Civil Protection Act (EMCPA) requires each municipality to develop and implement an Emergency Management (EM) program that includes:

- Municipal hazard and identification risk assessment;
- Municipal critical infrastructure list;
- Municipal emergency plan;
- Program By-law;
- Annual Review;
- Annual training;
- Annual exercise;
- Public education program;
- An Emergency Operations Center;
- A Community Emergency Management Coordinator;
- An Emergency Management Program Committee;
- A Municipal Emergency Control Group (MECG) and;
- An Emergency Information Officer.

Emergency Management Ontario (EMO) assists municipalities by making available our Field Officers and other resources to provide advice and guidance, deliver training, participate in exercises, and other advisory services including annually advising municipalities on achieving their EMCPA requirements.

Thank you for sharing your EM program related information and the effort undertaken to do so. Upon review of the documentation submitted, EMO is pleased to advise that our assessment indicates that your municipality has satisfied all thirteen (13) program elements required under the EMCPA 2023.

Congratulations on your municipality's efforts in meeting your EMCPA requirements in

2023.

You may also be interested in learning of the following information for further context:

- 398 of 444 municipalities sought EMO's advice on their progress to meet their EMCPA requirements in 2022, of which 393 were advised they appeared to satisfy their EMCPA requirements.
- Of the 5 municipalities who were advised they did not appear to meet all 13 program elements required under the EMCPA, the most prevalent reasons were:
  - Not conducting an annual exercise as prescribed;
  - CEMC did not complete training;
  - Not completing the annual MCEG training; and/or
  - Not completing an annual review of their EM program.

There is nothing more important than the safety and wellbeing of our families and loved ones, and the importance of ensuring that your municipality is as prepared as possible for any potential emergency cannot be understated.

Once again, EMO is here to assist municipalities in achieving their EMCPA requirements. For further information or if you have any questions or concerns about this letter, please contact our Field Officer assigned to your Sector; their contact information is below.

Name: Teresa Alonzi

Email: [teresa.alonzi2@ontario.ca](mailto:teresa.alonzi2@ontario.ca)

Phone: 613-246-5749

Sincerely,

Teepu Khawja  
Assistant Deputy Minister and Chief, Emergency Management  
Treasury Board Secretariat

cc: Mayor Dan Johnston

**THE CORPORATION OF THE TOWN OF DESERONTO**

**BY-LAW XX-2023**

**BEING A BY-LAW TO ENTER INTO A CONTRACT WITH R. MORDEN ENGINEERING AND CONTRACTING LTD. FOR UPGRADING OF THE DESERONTO COMMUNITY CENTRE IN THE TOWN OF DESERONTO**

**WHEREAS** the Ontario Municipal Act 2001, Section 224(a) provides that it is the role of the Council to represent the public and to consider the well-being and interests of the municipality;

**AND WHEREAS** the Council of the Town of Deseronto has entered into an agreement with R. Morden Engineering and Contracting Ltd. for upgrades to the Deseronto Community Centre

**NOW THEREFORE** the Council of the Corporation of the Town of Deseronto enacts as follows:

1. That the Council authorizes the Mayor and Town Manager to sign the contract with R. Morden Engineering and Contracting Ltd.
2. That the Town of Deseronto has read and agrees to accept the terms of the agreement as a legally binding agreement and hereby commits to their responsibilities as outlined in the agreement.

Read a first time on this 10th day of May, 2023.

Read a second time on this 10th day of May, 2023.

Read a third time on this 10th day of My, 2023 and finally passed.

---

**MAYOR**

---

**CLERK**

**CANADIAN STANDARD**

**CONSTRUCTION**

**MANAGEMENT CONTRACT FORM**

**BETWEEN**

**OWNER AND**

**CONSTRUCTION MANAGER**

**PROJECT**

TOWN OF DESERONTO  
DESERONTO COMMUNITY RECREATION CENTRE  
EXTERIOR & INTERIOR RENOVATIONS  
51 MECHANIC STREET  
DESERONTO, ONTARIO

CONTRACT NO. 22-26

CANADIAN CONSTRUCTION ASSOCIATION

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**Canadian Construction Association**  
 85 Albert Street  
 Ottawa, Ontario  
 K1P 6A4



**CONSTRUCTION MANAGEMENT CONTRACT**

**AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

This agreement made this     Fifth     day of     April      
in the year two thousand and twenty-three

**by and between**

    The Town of Deseronto      
*name*  
    331 Main St.      
*address*  
    Deseronto, Ontario K0K 1X0    

hereinafter called the "Owner"

**and**

    R. Morden Engineering and Contracting Ltd.      
*name*  
    219 George Street      
*address*  
    Belleville, Ontario K8N 3H5    

hereinafter called the "Construction Manager"

**witnesses:** that the parties agree as follows

**ARTICLE A-1 SERVICES AND RESPONSIBILITIES**

- (a) The Construction Manager agrees to provide the services set forth in GC2-CONSTRUCTION MANAGER'S SERVICES.
- (b) The Owner shall be responsible for the development of the design of the Project and has retained  
    R. Morden Engineering and Contracting Ltd.

hereinafter called the Consultant. The Consultant's services, duties and responsibilities shall be as described in the Agreement between the Owner and the Consultant.

**ARTICLE A-2 THE CONSTRUCTION MANAGEMENT TEAM**

- (a) The Construction Manager, along with the Owner and the Consultant, shall form the "Construction Management Team" which will work from the commencement of the Pre-Construction Phase through to completion of the Post-Construction Phase for a period of \_\_\_\_\_ weeks / months (the "Contract Time") and shall strive to achieve Substantial Performance of the Project by \_\_\_\_\_
- (b) The Construction Manager shall provide leadership to the Construction Management Team on all matters relating to construction.

**ARTICLE A-3 THE CONSTRUCTION MANAGER AS AGENT**

- (a) The Construction Manager represents that he is knowledgeable and experienced in the management of the type of construction required for the Project. The Construction Manager acknowledges that he is being retained by the Owner because of his knowledge and expertise in that regard.
- (b) The Owner appoints the Construction Manager his agent to act in his name in accordance with the terms of this Agreement and for the purpose of the management of the construction of the Project described in ARTICLE A-4 SCOPE OF THE PROJECT.

## **ARTICLE A-4 SCOPE OF THE PROJECT**

This Contract provides for services in connection with the following described Project:

*(Insert here a general description of the Project including location, intended use, gross floor area and appending as APPENDIX 'B' any sketches that might exist which further describe the nature of the Project.)*

### **SCOPE OF WORK**

The project shall consist of the exterior and interior renovations of the Deseronto Community Recreation Centre located at 51 Mechanic St. in Deseronto

The extent of the work will be as described in the accompanying tender drawings prepared by R. Morden Engineering & Contracting Ltd (dated April 7, 2023)

- S-1 - OVERALL SITE PLAN
- S-2 - SITE PLAN DETAILS
- A-1 - OVERALL FLOOR PLAN
- A-2 - BLEACHER PLAN & CROSS-SECTION
- A-3 - STORAGE ROOM RENOVATIONS
- A-4 - NORTH ARENA WALL INSULATION & CLADDING
- A-5 - ROOF PLAN & UPPER WALL SECTION
- M-1 - COMMUNITY HALL HVAC MODIFICATIONS

All changes from these documents will be subject to review and approval by the owner

**ARTICLE A-5 CONTRACT FEE**

- (a) The Owner agrees to pay the Construction Manager as compensation for his services a Contract Fee of 5% of the Cost of Work + HST dollars (\$ \_\_\_\_\_ ) in Canadian funds earned as follows:
- (1) For services performed during the Pre-Construction Phase, a fee of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) payable at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) per month;
  - (2) For services performed during the Construction Phase, a fee of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ );
  - (3) For services performed during the Post-Construction Phase, a fee of s \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) payable at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) per month.

Payment of the Contract Fee shall be made in accordance with the provisions of ARTICLE A-8 PAYMENT and GC 1 O-APPLICATIONS FOR PAYMENT.

- (b) The Contract Fee shall be subject to adjustment as may be required in accordance with the provisions of the Contract Documents.

**ARTICLE A-6 REIMBURSIBLE EXPENSES**

In addition to the Contract Fee stipulated in ARTICLE A-5 CONTRACT FEE of this Agreement, the Owner agrees to pay the Construction Manager for the Reimbursible Expenses he incurs as defined by APPENDIX 'A' to this Agreement in accordance with ARTICLE A-8 PAYMENT and GC 10 - APPLICATIONS FOR PAYMENT

**ARTICLE A-7 OWN FORCES WORK**

The Construction Manager may, subject to the Owner's approval, perform work with his own forces. Such work shall be performed in accordance with the terms of this Agreement. The Owner shall pay to the Construction Manager the cost of such work plus a fee being 0 per cent of that cost in addition to all other amounts payable pursuant to this Agreement. For the purposes of this provision, cost of the work shall include and be limited to those items set forth in APPENDIX 'A' - REIMBURSIBLE EXPENSES to this Agreement.

**ARTICLE A-8 PAYMENT**

- (a) The Owner agrees to make monthly payments to the Construction Manager in Canadian funds on account of Reimbursible Expenses incurred to date, the applicable portion of the Contract Fee earned as described in ARTICLE A-5 CONTRACT FEE of this Agreement, any work performed directly by the Construction Manager pursuant to ARTICLE A-7 OWN FORCES WORK and for Additional Services in accordance with GC 2.5.

(b) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract, or in an award by arbitration or court, interest at two percent ( 2 %) above the prime rate per annum as of the date payment became due on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

Prime rate, for the purposes of this Agreement, means the lowest rate of interest quoted by The Royal Bank of Canada from time to time in the City of Belleville to the most credit-worthy borrowers for prime business loans.

**ARTICLES A-9 RIGHTS AND REMEDIES**

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.
- (b) No action or failure to act by the Owner or Construction Manager shall constitute a waiver of any right or duty afforded either of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder except as may be specifically agreed in writing.

**ARTICLE A-10 RECEIPT OF AND ADDRESSES FOR NOTICES**

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) days of the date of mailing, dispatch or delivery to the telegraph company when addressed as follows:

The Owner at 331 Main Street, P.O. Box #310  
*Street and number and postal box number if applicable*  
Deseronto, Ontario K0K 1X0  
*Post office or district, province, postal code*

The Construction Manager at 219 George Street  
*street and number and postal box number if applicable*  
Belleville, Ontario K8N 3H5  
*post office or district, province, postal code*

**ARTICLE A-11 LAW OF THE CONTRACT**

The law of the Place of the Project shall govern the interpretation of the Contract.

**ARTICLE A-12 LANGUAGE OF THE CONTRACT**

When the Contract Documents are prepared in both the English and French languages, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English language shall prevail.

This Agreement is drawn in English at the request of all parties hereto;  
*ce marché est rédigé en anglais à la demande de toutes les parties.*

**ARTICLE A-13 PRIOR NEGOTIATIONS, REPRESENTATIONS OR AGREEMENTS**

This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

**ARTICLE A-14 SUCCESSION**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

**ARTICLE A-15 DISCOUNTS, REBATES AND REFUNDS**

All cash discounts shall accrue to the Construction Manager unless the Owner deposits funds with the Construction Manager with which to make payments, or makes such payments directly, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment applicable to the Project shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

**In witness whereof** the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

In the presence of:

**Owner**

The Town of Deseronto

\_\_\_\_\_ *name*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ *name and title*

\_\_\_\_\_ *signature*

\_\_\_\_\_ *name and title*

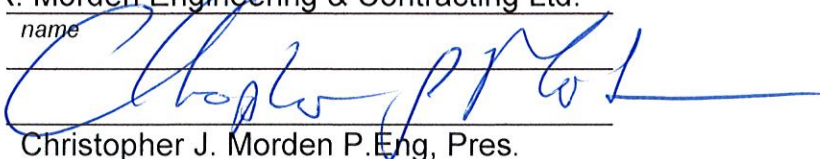
\_\_\_\_\_ *witness*

\_\_\_\_\_ *name and title*

**CONSTRUCTION MANAGER**

R. Morden Engineering & Contracting Ltd.

\_\_\_\_\_ *name*



Christopher J. Morden P.Eng, Pres.

\_\_\_\_\_ *name and title*

\_\_\_\_\_ *signature*

\_\_\_\_\_ *name and title*

\_\_\_\_\_ *witness*

\_\_\_\_\_ *name and title*

N.B. Where legal jurisdiction, local practice, or Owner or Construction Manager requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the corporation or partnership, parties to this Agreement, should be attached.

## APPENDIX 'A'

### REIMBURSIBLE EXPENSES

The following items are the Reimbursible Expenses referred to in ARTICLE A-6 REIMBURSIBLE EXPENSES and the cost of the work for the purposes of ARTICLE A-7 OWN FORCES WORK of the Agreement and shall be at rates prevailing in the locality of the Place of the Project except with the prior consent of the Owner:

- (a) wages and benefits paid for labour in the direct employ of the Construction Manager in the performance of the Project under applicable collective bargaining agreements or under a salary or wage schedule agreed upon by the Owner and Construction Manager;
- (b) salaries, wages and benefits of the Construction Manager's personnel in whatever capacity employed, salaries, wages and benefits of personnel engaged at shops, or on the road, in expediting the production or transportation of materials or equipment, for that portion of their time spent on the Project; salaries, wages and benefits of head office or other personnel, as are indicated below, for that portion of their time spent on the Project;

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The Construction Management Fee will not be applied to all professional time spent to oversee  
construction, all office time and day to day office expenses.

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- (a) contributions, assessments or taxes incurred during the performance of the Contract for such items as unemployment insurance, workers' compensation, Canada or Quebec Pension Plan and the Construction Manager's employee benefit plan, insofar as such costs are based on wages, salaries or other remuneration paid to employees of the Construction Manager and included under paragraphs (a) and (b) above;
- (b) the portion of travel and subsistence expenses of the Construction Manager or his officers or employees incurred while travelling in discharge of duties connected with the Project;
- (c) the cost of all materials, products, supplies and equipment incorporated into the Work, including costs of transportation and storage thereof;
- (d) the cost of materials, products, supplies, equipment, temporary services, utilities and facilities, and hand tools not owned by the workers, including transportation and maintenance thereof, which are consumed in the performance of the Contract, and cost less salvage value on such items used, but not consumed, which remain the property of the Construction Manager;
- (e) rental costs of all tools, machinery and equipment used in the performance of the Contract, whether rented from the Construction Manager or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof;
- (f) deposits lost;
- (g) the amount of all subcontracts;
- (h) the costs to the Construction Manager that result from any Trade Contractor's insolvency or failure to perform;
- (i) the cost of quality assurance such as independent inspection and testing services;
- (j) charges levied by authorities having jurisdiction at the Place of the Project;

- (k) royalties, patent licence fees, and damages for infringement of patents and costs of defending suits therefore subject always to the Construction Manager's obligation to indemnify the Owner pursuant to paragraph 13.1 of GC 13-PATENT FEES;
- (l) premiums for all bonds and insurances which the Construction Manager is required, by the Contract Documents, to purchase and maintain;
- (m) taxes and duties related to the Project for which the Construction Manager is liable other than tax on income payable by the Construction Manager;
- (n) losses and expenses sustained by the Construction Manager for matters which are the subject of the insurance coverages obtained pursuant to GC 17-INSURANCE when such losses and expenses are not recoverable because the amounts are in excess of collectible amounts, within the deductible amounts or are not insurable;
- (o) charges for telegrams, telexes, site telephones, courier services, expressage, and petty cash items;
- (p) the cost of removal and disposal of waste products and debris;
- (q) costs incurred due to emergencies affecting the safety of persons or property;
- (r) legal costs, incurred by the Construction Manager, arising out of the performance of the Contract;
- (s) costs incurred by the Construction Manager, with the Owner's permission, in expediting the rejected work or the warranty work of Trade Contractors and costs incurred by the Construction Manager in correcting defects or deficiencies in the work undertaken by his own forces and repairing damages resulting therefrom either during the course of construction or the warranty period except those arising from a negligent or wilful act of the Construction Manager;
- (t) the cost of financing the Project in accordance with the method determined by the parties;
- (u) the cost of auditing when requested by the Owner;
- (v) the cost of computer time and usage in accordance with the method determined by the parties;
- (w) such other costs directly incurred by the Construction Manager in the performance of the Contract including the following:

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It is the intention of the parties that the items referred to herein shall cover and include any and all costs and contingencies incurred by the Construction Manager in connection with the Project.



## **DEFINITIONS**

The following Definitions shall apply to all Contract Documents.

### **1. The Contract**

The Contract Documents form the Contract. The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

### **2. Contract Documents**

The Contract Documents consist of the executed Agreement between the Owner and the Construction Manager, the General Conditions of the Contract, Supplementary Conditions, Definitions, specifications, drawings and such other documents as are listed in ARTICLE A - SCOPE OF THE PROJECT including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.

### **3. Owner**

The Owner is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized agent or representative as designated to the Construction Manager in writing.

### **4. Consultant**

The Consultant is the person, firm or corporation identified as such in the Agreement, and is an architect or engineer licensed to practice in the province or territory of the Place of the Project, and is referred to throughout the Contract Documents as if singular in number and masculine in gender.

### **5. Construction Manager**

The Construction Manager is the person, firm or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Construction Manager means the Construction Manager or his authorized representative as designated to the Owner in writing.

### **6. Trade Contractor**

A Trade Contractor is a person, firm or corporation having a direct contract with the Owner to perform the Work. The term Trade Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender.

### **7. The Project**

The Project means the total construction and related services to be managed under this Contract of which the Work is a part.

### **8. The Work**

The Work means that portion of the Project performed by a Trade Contractor or by the Construction Manager directly using own forces

### **9. Place of the Project**

The Place of the Project is the designated site or location of the Project.

## **10. Time**

The Contract Time is the time stipulated in paragraph (a) of ARTICLE A - 2.

Day means calendar day.

Working day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of the Project.

## **11. Substantial Performance of the Project**

Substantial Performance of the Project is the date when the total construction contemplated by the Project is sufficiently complete in accordance with the Contract Documents.

## **12. Total Performance of the Project**

Total Performance of the Project is the date when the total construction and related services contemplated by the Project have been performed to the requirements of the Contract Documents.

## **13. Changes in the Project**

Changes in the Project means additions, deletions, or other revisions to the Project within the general scope of the Contract.

# THE GENERAL CONDITIONS OF THE CONSTRUCTION MANAGEMENT CONTRACT (Hereinafter referred to as the General Conditions)

## GC 1 DOCUMENTS

- 1.1 The Contract Documents shall be signed in duplicate by the Owner and the Construction Manager.
- 1.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.

## GC 2 CONSTRUCTION MANAGER'S SERVICES

- 2.1 The Construction Manager will perform the following services in each of the three phases described below but in doing so, he assumes no responsibility nor offers any expertise with respect to the design of the Project including any and all architectural or engineering aspects which shall be the responsibility of the Consultant and Owner.

### 2.2 PRE-CONSTRUCTION PHASE

#### 2.2.1 *Consultation During Project Development:*

Attend regular meetings with the Construction Management Team during the development of conceptual and preliminary design and preparation of working drawings to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labour, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies.

2.2.1.1 Acquaint the Owner and other members of the Construction Management Team with the labour conditions applicable for the duration of the Project.

2.2.1.2 Assist in providing liaison and co-ordination among government authorities, utility companies, and other authorities having jurisdiction over the Place of the Project.

#### 2.2.2 *Planning and Scheduling:*

Prepare, for the Owners review, a preliminary master time schedule, following consultation with the Construction Management Team, incorporating the sequence and timing of the required basic program decisions, including design time, documentation, b d calls, bid evaluations, trade contract awards and on-site construction activities.

2.2.2.1 Monitor and, if required, revise and update the preliminary schedule as the design proceeds.

2.2.2.2 Finalize the master time schedule for the Owner's approval, and, if necessary, estimate the manpower requirements. Break down this schedule into individual networks for each phase of the Project where necessary showing the sequence and timing for the main construction operations and the milestone completion dates for the various phases.

2.2.2.3 Recommend any equipment or materials which should be pre-ordered to meet the master time schedule.

2.2.3 *Project Construction Budget:*

Prepare a Project budget as soon as major Project requirements have been identified, and update periodically for the Owner's approval.

2.2.3.1 Prepare an estimate based on a quantity survey of drawings and specifications at the end of the schematic design phase for approval by the Construction Management Team as the "Project Construction Budget".

2.2.3.2 Update and refine this estimate for the Owner's approval as the development of the drawings and specifications proceeds, and advise the Construction Management Team if it appears that the Project Construction Budget will not be met and make recommendations for corrective action.

2.2.3.3 Evaluate possible alternatives as the design proceeds, in order to permit the selection of the most economical materials and methods that will satisfy the design concept, and the schedule.

2.2.3.4 Establish a cost control program and prepare a projected cash flow for the Project.

2.2.4 *Coordination of Trade Contract Documents:*

Review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect construction feasibility or schedules.

2.2.4.1 Make recommendations to the Owner and the Consultant regarding the division of Work in the drawings and specifications to help facilitate the bidding and awarding of trade contracts, allowing for phased construction, taking into consideration such factors as time of performance, availability of labour, overlapping trade jurisdictions, and provisions for temporary facilities.

2.2.5 *Construction Planning:*

Plan and arrange for supply of temporary services and site facilities including but not limited to office accommodation and supplies, site hoardings, access, storage areas, temporary power and lighting, temporary enclosures, heating, drainage and water facilities, job offices, job security, materials and personnel hoisting facilities and equipment, safety measures, access stairs and ladders, protection of finishes and continuous cleanup.

2.2.5.1 Review with the Consultant the drawings and specifications to eliminate areas of conflict and overlapping in the Work to be performed by the various Trade Contractors.

2.2.5.2 Review with the Construction Management Team the construction insurance needs for the Project.

2.2.5.3 Make recommendations to the Construction Management Team with respect to the bonding of Trade Contractors.

2.2.5.4 Assemble all bid documents for the solicitation of competitive bids for Work to be performed by Trade Contractors. Arrange for the advertising of such bid calls and prepare the necessary prequalification criteria.

2.2.5.5 Analyze the bids received and recommend awards to the Owner. Once awards are approved by the Owner, prepare the trade contracts for execution.

2.2.5.6 Assemble the trade contract documents for all successful Trade Contractors. Check where required that all bonds, insurance policies, and workers' compensation certificates are provided.

- 2.2.5.7 Assist the Construction Management Team in obtaining all approvals, permits, and licenses required for the Project.
- 2.2.5.8 Assist the Owner to arrange for legal surveys of the Project. The Construction Manager shall be responsible for the maintenance of base lines and levels but Trade Contractors shall be responsible for detailed setting out of their work

## 2.3 CONSTRUCTION PHASE

### 2.3.1 *Project Control:*

Monitor the Work of the Trade Contractors and coordinate the Work with the activities and responsibilities of the Owner, Consultant and Construction Manager.

- 2.3.1.1 Maintain a competent full-time staff at the Place of the Project to coordinate and provide general direction of the Project and progress of the Trade Contractors on the Project.
- 2.3.1.2 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Management Team.
- 2.3.1.3 Establish procedures for coordination among the Owner, Consultant, Trade Contractors and Construction Manager with respect to all aspects of the Project and implement such procedures.
- 2.3.1.4 Schedule and conduct progress meetings at which Trade Contractors, Owner, Consultant and Construction Manager can discuss jointly such matters as procedures, progress, problems and scheduling.
- 2.3.1.5 Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for work not started or incomplete and recommend to the Owner and Trade Contractors adjustments in the schedule to meet the probable completion date. Provide summary reports of each monitoring and document all changes in schedule, Revise the schedule as required by GC5-DELAYS and GC9-CHANGES IN THE PROJECT.
- 2.3.1.6 Review the adequacy of the Trade Contractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Recommend courses of action to the Owner when requirements of a trade contract are not being met.

### 2.3.2 *Physical Construction:*

Provide all of the construction facilities and services common to the requirements of all Trade Contractors, both temporary and permanent, as are planned and called for in Item 2.2.5 above. Ensure that all bidders are informed of the facilities and services being provided.

- 2.3.2.1 Advise the Owner of work which should best be done by the Construction Manager. Where the Owner approves of work to be done by the Construction Manager, such work shall be performed in accordance with the Contract Documents and, unless otherwise agreed, paid for by the Owner pursuant to ARTICLE A-4 OWN FORCES WORK.
- 2.3.2.2 Provide advice and assistance on labour problems in order to minimize work stoppages and in the settlement of jurisdictional or other labour disputes.

- 2.3.3 *Cost Control and Accounting:*  
Develop, implement and maintain an effective system of Project cost control. Revise and refine the initially approved Project Construction Budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Consultant whenever projected cost exceeds budgets or estimates.
- 2.3.3.1 Maintain accounting records and afford the Owner access to these records.
- 2.3.3.2 Provide for and administer the necessary procedures to permit recovery of all tax rebates where applicable.
- 2.3.3.3 If requested, assist the Construction Management Team in implementing changes necessary to bring the projected costs within budgets or estimates.
- 2.3.4 *Changes in the Work:*  
Develop and implement a system for the preparation, review and processing of Changes in the Work. Recommend necessary or desirable Changes in the Work to the Construction Management Team, review requests for Changes in the Work, submit recommendations to the Construction Management Team and assist in their negotiation.
- 2.3.5 *Payments to Trade Contractors:*  
Develop and implement a procedure for the review, certification, processing and payment of applications by Trade Contractors for progress and final payments.
- 2.3.5.1 Expedite the processing of Trade Contractors' invoices.
- 2.3.6 *Other Consultants:*  
Assist the Owner in selecting and retaining the professional services of a surveyor, testing laboratories, geotechnical and other specialists and coordinate these services, without assuming any responsibility or liability of or for these consultants or their work.
- 2.3.7 *Inspection:*  
Periodically inspect the Work of Trade Contractors for defects and deficiencies in the Work without assuming any of the Consultant's responsibilities for inspection. Inspection by the Construction Manager shall not relieve the Trade Contractor from their responsibility for nor make the Construction Manager responsible for construction means, methods, techniques, sequences and procedures, nor for their responsibility to carry out the Work in accordance with their contracts.
- 2.3.7.1 Review the safety programs of each of the Trade Contractors and make appropriate recommendations. In making such recommendations and carrying out such reviews, the Construction Manager shall not be required to make exhaustive or continuous inspections to check safety precautions and programs in connection with the Project. The performance of such services by the Construction Manager shall not relieve the Trade Contractors of their responsibilities for the safety of persons and property, and for compliance with the federal, provincial and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- 2.3.8 *Document Interpretation:*  
Refer all questions for interpretation of the documents prepared by the Consultant to the Consultant.
- 2.3.9 *Shop Drawings and Samples:*  
With the Consultant, establish and implement procedures for expediting the receipt, processing and review of shop drawings and samples.

- 2.3.10 *Reports and Project Site Documents:*  
Submit written progress reports to the Owner and the Consultant including budget and scheduling information. Keep a daily log available to the Owner and the Consultants.
- 2.3.10.1 Maintain at the Place of the Project, on a current basis, records of all necessary contracts, drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all revisions. Obtain data from Trade Contractors and maintain a current set of Project record documents and operating manuals. At the completion of the Project, deliver all such records to the Owner.
- 2.3.11 *Substantial Performance of the Work:*  
Subject to applicable legislation arrange with the Consultant for the issuance of the necessary certificates respecting substantial performance of the Work or designated portions thereof and prepare with the Consultant a list of incomplete or unsatisfactory items and a schedule for their completion.
- 2.3.11.1 Distribute substantial performance and total performance certificates.
- 2.3.12 *Start-Up:*  
With the Owner's maintenance personnel and the Consultant, direct the check-out of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.
- 2.3.13 *Total Performance of the Work:*  
Arrange with the Consultant for the certification of total performance and provide written notice to the Owner and Consultant that the Work is ready for final inspection. Seek and transmit to the Consultant as received warranties, affidavits, releases, bonds, waivers, manuals and record drawings. Turn over to the Owner all keys and maintenance stocks.

## **2.4 POST-CONSTRUCTION PHASE**

- 2.4.1 *Operations:*  
Maintain a close relationship with the Owner's operating staff to ensure a smooth and proper takeover of the Project.
- 2.4.2 *Warranties:*  
Assist the Owner in administering warranties of the Trade Contractors,

## **2.5 ADDITIONAL SERVICES**

At the request of the Owner, the Construction Manager will provide the following additional services upon written agreement between the Owner and Construction Manager defining the extent of such additional services and the amount and manner in which the Construction Manager will be compensated for additional services.

- 2.5.1 Services related to investigation, appraisals or valuations of existing conditions, facilities or equipment, or verifying the accuracy of existing drawings or other Owner-furnished information.
- 2.5.2 Services related to Owner-furnished equipment, furniture and furnishings which are not a part of this Contract.
- 2.5.3 Services for tenant or rental spaces not a part of this Contract.
- 2.5.4 Obtaining or training maintenance personnel or negotiating maintenance service contracts.

2.5.5 Services related to the resolution of claims, adjudication of disputes or litigation.

2.5.6 Other:

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**GC3 TRADE CONTRACTORS**

- 3.1 The Construction Manager will, in accordance with the direction of the Owner, arrange for contracts to be entered into between the various Trade Contractors and the Owner.
- 3.2 The terms and conditions of all trade contracts, including any amendments thereto, shall be subject to the approval of the Construction Manager.

**GC4 OWNER'S RESPONSIBILITY**

- 4.1 The Owner shall provide full and timely information regarding his requirements for the Project.
- 4.2 The Owner shall designate in writing a representative who shall be fully acquainted with the Project and shall have the authority to act on the Owner's behalf in relation to all duties and responsibilities of the Owner under this Contract including the authority to issue and approve the Project Construction Budget and Changes in the Project and who shall furnish information expeditiously and tender decisions promptly. The Construction Manager shall in all respects be entitled to rely upon such designated representative as having full and complete authority in all matters.
- 4.3 The Owner shall retain a Consultant who shall be responsible for the design and design-related services required for the Project. The duties, responsibilities and services to be provided by the Consultant shall be described in the agreement between the Owner and the Consultant, a copy of which shall be furnished to the Construction Manager. The agreement between the Owner and the Consultant shall not be modified without written notification to the Construction Manager.
- 4.4 The Owner shall furnish promptly to the Construction Manager all necessary information regarding the Place of the Project including surveys as to the physical characteristics of the site, soils reports and subsurface investigations, legal limitations, utility locations and legal description. The Construction Manager shall have no responsibility or liability with respect to these matters including their suitability or non-suitability to the Project and shall be entitled to rely entirely upon the completeness and accuracy thereof.
- 4.5 The Owner shall arrange to secure and pay for all necessary approvals, permits, easements, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 4.6 The Owner shall furnish such legal and auditing services as are required for the performance of the Contract.
- 4.7 The Owner shall provide, maintain and pay for the insurance coverages outlined in GC 17 INSURANCE.
- 4.8 The Owner shall promptly notify the Construction Manager in writing of any defective, faulty or nonconforming work of which he becomes aware.



- 4.9 The Owner shall provide for the payment of all Trade Contractors in accordance with the terms and conditions of his agreements with such Trade Contractors and in conformity with the payment certificates issued by the Consultant.
- 4.10 The Owner and the Consultant shall communicate with the Trade Contractors solely through the Construction Manager.
- 4.11 The Owner shall ensure that adequate financing is available in order to ensure the completion of the Project.

#### **GC 5 DELAYS**

- 5.1 If the Construction Manager is delayed at any time in the progress of the Project by any act or omission of the Owner or the Consultant or anyone engaged by them directly or indirectly, then the contract time shall be extended by a reasonable period of time and the Contract Fee shall be adjusted by a reasonable amount.
- 5.2 If the construction Manager is delayed at any time in the progress of the Project by a stop work order issued by a court or other public authority and, providing that such order was not issued as the result of an act or fault of the Construction Manager or anyone employed or engaged by him directly or indirectly, then the Contract Time shall be extended by a reasonable period of time and the Contract Fee shall be adjusted by a reasonable amount.
- 5.3 If the Construction Manager is delayed in the progress of the Project by labour disputes, strikes, lock-outs, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties or, without limit to the foregoing, any cause beyond the Construction Manager's control, then the Contract Time shall be extended by a reasonable period of time and the Contract Fee shall be adjusted accordingly.
- 5.4 No extension of the Contract Time nor adjustment to the Contract Fee shall be made for delay unless written notice of claim is given to the Owner within thirty (30) days after the occurrence of the event giving rise to the delay.
- 5.5 Where the Owner and Construction Manager are unable to agree upon the appropriate adjustment to be made to the Contract Time or Contract Fee, such adjustment shall be determined in accordance with GC 11 -DISPUTES.

#### **GC6 OWNER'S RIGHT TO PERFORM CONTRACT OR TO TERMINATE CONTRACT**

- 6.1 If the Construction Manager should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Owner may, without prejudice to any other right or remedy he may have, by giving the Construction Manager or receiver or trustee in bankruptcy written notice, terminate the Contract.
- 6.2 If the Construction Manager should neglect to provide the services required by the Contract to a substantial degree, the Owner may notify the Construction Manager in writing that he is in default of his contractual obligations and instruct him to correct the default within seven (7) working days immediately following the receipt of such notice.
- 6.3 If the correction of the default cannot be completed in the seven (7) working days specified, the Construction Manager shall be in compliance with the Owner's instructions if he:
  - (a) commences the correction of the default within the specified time and,
  - (b) provides the Owner with an acceptable schedule for such correction, and
  - (c) completes the correction in accordance with such schedule.

- 6.4 If the construction Manager fails to correct the default in the time specified or subsequently agreed upon, the Owner, without prejudice to any other right or remedy he may have, may;
- (a) correct such default and deduct the cost thereof from any payment of fee then or thereafter due the Construction Manager, or
  - (b) terminate the Construction Manager's right to perform the Contract in whole or in part or terminate the Contract.
- 6.5 If the Owner terminates the Construction Manager's right to perform the Contract, he shall:
- (a) be entitled to take possession of the premises and all materials, equipment tools, construction equipment and machinery owned by the Construction Manager and finish the Project by whatever method he may considered expedient, and
  - (b) pay to the Construction Manager those further amounts to which he is entitled in accordance with ARTICLE A-6 REIMBURSIBLE EXPENSES and ARTICLE A-7 OWN FORCES WORK plus the proportionate amount of the Contract Fee earned to the date of termination, and
  - (c) pay to the Construction Manager fair compensation, either by purchase or rental, at the option of the Owner, for any construction tools or machinery and equipment retained for use on the Project, and
  - (d) assume and become liable for all obligations, commitments and unliquidated claims that the Construction Manager may have therefore, in good faith, undertaken or incurred in connection with the said Project.

The Construction Manager shall, as a condition of receiving the payments described, execute and deliver all such papers and take such action, including the legal assignment of his contractual rights, as the Owner may require for the purpose of fully vesting in himself the rights and benefits of the Construction Manager under the obligations or commitments to be assumed by the Owner.

- 6.6 After the completion of the Pre-Construction Phase, if the final cost estimates make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate the Contract and shall pay the Construction Manager his fee in accordance with ARTICLE A-5 CONTRACT FEE plus any Reimbursible Expenses incurred pursuant to ARTICLE A-6 REIMBURSIBLE EXPENSES PARTICLE A-7 OWN FORCES WORK,

**GC7 SUSPENSION ABANDONMENT OR TERMINATION BY OWNER WITHOUT CAUSE**

- 7.1 Should the Project be suspended, abandoned or terminated at any time prior to its completion by the Owner, the Construction Manager shall be entitled to be paid in addition to the fee computed in accordance with ARTICLE A-5 CONTRACT FEE and those further amounts recoverable under ARTICLE A-6 REIMBURSIBLE EXPENSES and ARTICLE A-7 OWN FORCES WORK, a sum in compensation for the loss of income experienced by the Construction Manager as a result of the premature termination of this Agreement calculated as follows:
- (a) \_\_\_\_\_ percent of the Contract Fee if the suspension, abandonment or termination occurs during the Pre-Construction Phase;
  - (b) \_\_\_\_\_ percent of the Contract Fee if the suspension, abandonment or termination occurs during the Construction Phase;
  - (c) \_\_\_\_\_ percent of the Contract Fee if the suspension, abandonment or termination occurs during the Post-Construction Phase.
- 7.2 Suspension shall be deemed to have occurred should work on the Project have been stopped at the Owner's request and should such stoppage or stoppages have continued individually or collectively for a period of sixty (60) days.

## **GC 8 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE CONTRACT**

- 8.1 If the Owner should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of his insolvency or if a receiver is appointed because of his insolvency, the Construction Manager may, without prejudice to any other right or remedy he may have by giving the Owner or receiver or trustee in bankruptcy written notice, terminate the Contract.
- 8.2 If the Project or a substantial part thereof should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of a court or other public authority having jurisdiction and providing that such order was not issued as the result of an act or fault of the Construction Manager, the Construction Manager may, without prejudice to any other right or remedy he may have, by giving the Owner written notice, terminate the Contract.
- 8.3 Should the Owner suspend the Project for a period of sixty (60) days as contemplated by GC 7 SUSPENSION ABANDONMENT OR TERMINATION BY OWNER WITHOUT CAUSE, and the Owner has not instructed the Construction Manager to resume the Project within five (5) working days after the Construction Manager gives the Owner written notice of his intention to resume the Project, and providing such suspension was not due to the default of the Construction Manager, then the Construction Manager may, without prejudice to any other rights or remedies he may have, by giving the Owner written notice, terminate the Contract.
- 8.4 The Construction Manager may notify the Owner in writing that the Owner is in default of his contractual obligations if:
- (a) the Owner fails to pay the Construction Manager when due those amounts which are due and payable in accordance with the Contract or an award by arbitration or court, or
  - (b) the Owner violates the requirements of the Contract to a substantial degree.

The Construction Manager's written notice to the Owner shall advise that if the default is not corrected in the seven (7) working days immediately following the receipt of the written notice the Construction Manager may, without prejudice to any other right or remedy he may have, terminate the Contract.

- 8.5 If the Construction Manager terminates the Contract as herein set out, he shall be paid forthwith all sums to which he is entitled pursuant to paragraph 7.1 of GC 7-SUSPENSION, ABANDONMENT OR TERMINATION BY OWNER WITHOUT CAUSE.

## **GC9 CHANGES IN THE PROJECT**

- 9-1 Should the Owner during the Pre-Construction Phase require a significant revision in the design concept then developed, the Contract Fee and the Contract Time shall be subject to an appropriate adjustment. Any additional fee to which the Construction Manager is entitled shall be such sum as having regard to the total fee payable by this contract for the Pre-Construction Phase represents the amount of the services provided by the Construction Manager which must be duplicated by such change. The Contract Time and the date for Substantial Performance of the Project shall each be extended to reflect such additional time as may reasonably be required having regard to all circumstances as a result of the change required by the Owner.
- 9.2 Should the Owner or his Consultant make changes in all or any portion of the work during the course of the Construction Phase and should such changes singly or collectively have the effect of extending the Contract Time or the date of Substantial Performance or Total Performance of the Project, the Construction Manager shall be entitled to payment of an additional fee having regard to that portion of the fee allocated to the Construction Phase of the Agreement as reflects the additional time for which the Construction Manager is required to be engaged on the Project.
- 9.3 The Construction Manager shall advise the Owner promptly when he determines that changes as herein contemplated will delay the date of Substantial Performance of the Project, extend the Contract Time, and entitle the Construction Manager to payment of an additional fee.

- 9.4 If the Owner and Construction Manager cannot agree on the change in Contract Time and Contract Fee, the matter shall be determined in accordance with the provisions of GC 11 -DISPUTES.

#### **GC 10 APPLICATIONS FOR PAYMENT**

- 10.1 The Construction Manager shall submit to the Owner on a monthly basis an application for payment covering all Reimbursible Expenses incurred during the previous period pursuant to ARTICLE A-6 REIMBURSIBLE EXPENSES and the amount of the Contract Fee then due as provided in ARTICLE A-5 CONTRACT FEE and for work performed directly by the Construction Manager pursuant to ARTICLE A-7 OWN FORCES WORK.
- 10.2 (a) The Pre-Construction Phase portion of the Contract Fee shall be payable monthly as set out in ARTICLE A-5 CONTRACT FEE, The balance of the Pre-Construction Phase fee, if any, shall be paid at the commencement of construction.
- (b) Prior to commencement of construction, the Construction Manager shall, in accordance with sub-paragraph 2.2.2.2 of GC-2 CONSTRUCTION MANAGER'S SERVICES, provide a schedule showing the time required to achieve Substantial Performance of the Project. That portion of the fee payable for the Construction Phase shall be payable in equal monthly installments determined by dividing the Construction Phase portion of the fee by the number of months scheduled from commencement of construction to achievement of Substantial Performance of the Project. Upon certification of Substantial Performance of the Project, the balance, if any, of the Construction Phase fee shall become due and payable.
- (c) Should the state of completion of the Project at any time during the Construction Phase be delayed through no fault of the Owner or his Consultant, then the amount payable by the Owner each month shall be such that the total of all sums paid in monthly installments on account of the Construction Phase fee to the Construction Manager to date of payment when related to the total Construction Phase fee as a percentage reflects the degree of completion of the construction of the Project at the date of that payment. Thereafter the amount of the fee payable monthly shall be adjusted either up or down so as to ensure that the total fees paid to the Construction Manager monthly when related to the total fee payable under this Contract for the Construction Phase is equal to the degree of completion of construction of the Project. In any event the Construction Manager shall be entitled to payment in full of his Construction Phase fee upon certification of Substantial Performance of the Project.
- (d) The fee for the Post-Construction Phase shall be paid in equal monthly installments in accordance with ARTICLE A-5 CONTRACT FEE commencing the end of the first month following Substantial Performance of the Project with the balance paid at Total Performance of the Project.
- 10.3 The Owner shall make payment to the Construction Manager on account in accordance with the provisions of ARTICLE A-8 PAYMENT no later than fifteen (15) days following the date of receipt of an application for payment.

#### **GC 11 DISPUTES**

- 11.1 Differences between the parties to the Contract as to the interpretation, application or administration of this Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, shall be settled in accordance with the requirements of this General Condition.
- 11.2 If the parties so agree the dispute shall be submitted to arbitration in accordance with the provisions of the arbitration legislation of the Place of the Project.
- 11.3 If no agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.

## **GC 12 ASSIGNMENT**

- 12.1 Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

## **GC 13 PATENT FEES**

- 13.1 The Construction Manager shall hold the owner harmless from and against claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Construction Manager's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent or invention by the Construction Manager or anyone for whose acts he may be liable.
- 13.2 The Owner shall hold the Construction Manager harmless against, claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Construction Manager's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Construction Manager for the performance of the Contract.

## **GC 14 WAIVER**

- 14.1 As of the date of Total Performance of the Project, the Owner expressly waives and releases the Construction Manager from all claims against the Construction Manager including without limitation those that might arise from the negligence or breach of contract by the Construction Manager except one or more of the following:
- (a) those made in writing prior to Total Performance of the Project and still unsettled;
  - (b) those arising from the provisions of GC 16-INDEMNIFICATION BY CONSTRUCTION MANAGER;
  - (c) those made in writing within a period of one (1) year from the date of Substantial Performance of the Project and arising from any liability of the Construction Manager for damages resulting from the performance of this Contract with respect to substantial defects or deficiencies in the Project for which the Construction Manager is proven responsible.

As used herein 'substantial defects or deficiencies' means those defects or deficiencies in the Project which affect the Project to such an extent or in such a manner that a significant part or the whole of the Project is unfit for the purposes intended.

- 14.2 As of the date of Total Performance of the Project, the Construction Manager expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of contract by the Owner except:
- (a) those made in writing prior to the date of Total Performance of the Project,
  - (b) those arising from the provisions of GC 15-INDEMNIFICATION BY THE OWNER.

## **GC 15 INDEMNIFICATION BY THE OWNER**

- 15.1 The Owner shall indemnify and hold harmless the Construction Manager, his agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by third parties, including all legal fees, costs and expenses incurred in defending such claims, that arise out of or are attributable to the performance of the Contract except any proportion thereof which are attributable to acts or omissions of the Construction Manager, his agents or employees, which constitute a breach of this Contract and for which the Construction Manager is liable under the terms of this Contract.

- 15.2 The Owner shall indemnify and hold harmless the Construction Manager, his agents and employees, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the performance of the Contract which are:
- (a) attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Project; or
  - (b) attributable to the negligence of or a breach of contract by the Consultant or Owner; or
  - (c) attributable to the negligence or breach of contract by any Trade Contractor.

#### **GC 16 INDEMNIFICATION BY CONSTRUCTION MANAGER**

- 16.1 The Construction Manager shall indemnify and hold harmless the Owner, his agents and employees, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Construction Manager's performance of the Contract (hereinafter the called 'claims'), provided such claims are:
- (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property; and
  - (b) caused by negligent acts or omissions of the Construction Manager or those directly employed or engaged by the Construction Manager,
  - (c) made in writing within a period of one (1) year from the date of Substantial Performance of the Project.

The Owner expressly waives the right to indemnity for claims other than those stated above.

- 16.2 The obligation of the Construction Manager to indemnify hereunder shall be limited to the dollar amounts which are recoverable under the insurance coverages maintained pursuant to GC 17 INSURANCE.

#### **GC 17 INSURANCE**

- 17.1 The Owner undertakes and agrees at his cost to maintain insurance insuring the interest of and indemnifying the Construction Manager against any liability which he might incur as a result of damage to or injury sustained to any portion of the Project. The Owner agrees that the Construction Manager may place the liability portion of such insurance with the insurer of his choice providing the premiums are competitive or to maintain continuity in regard to completed operations coverage.

**THE CORPORATION OF THE TOWN OF DESERONTO**

**BY-LAW NUMBER XX-2023**

**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE REGULAR COUNCIL MEETING HELD ON THE 10th DAY OF MAY 2023.**

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 10th day of May, 2023.

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**MAYOR**

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**CLERK**