

	Page
1. CALL TO ORDER	
2. ADOPTION OF AGENDA	
3. DISCLOSURE OF PECUNIARY INTEREST	
4. APPROVAL OF MINUTES	
4.1. Minutes of the November 22, 2023 Regular Council Meeting Regular Council - 22 Nov 2023 - Minutes - Pdf	3 - 8
5. DEPUTATIONS/PRESENTATIONS	
6. UNFINISHED BUSINESS	
6.1. Welcome Package for new property owners	
7. VARIANCE REPORT	
8. APPROVAL OF ACCOUNTS	
8.1. Schedule of Accounts Schedule of Accounts	9 - 18
9. STAFF REPORTS	
9.1. Town Manager - Policies for Review Dress Code Policy Jury Duty and Court Policy Lieu and Overtime Policy No Smoking Vaping E Cig Policy Public and Town Designated Holidays Reimbursement of Job Specific needs Vacation Policy	19 - 36
9.2. Deseronto Transit updates - reports will be available prior to meeting	
9.3. Clerk - Signage Report Snow Removal Signage Snow Clearing 1 Snow Clearing 2 Snow Clearing 3	37 - 41
9.4. Treasurer's Report - Vault Fireproof Safe 121323	42 - 43
9.5. By-Law Enforcement Services Board Report - November 2023 BESB Nov 2023	44

10.	COMMITTEE/BOARD MEETING MINUTES	
10.1.	Building Inspection Services Board meeting minutes - September 28, 2023 Building Inspection Services Board - 28 Sep 2023 - Minutes - Pdf	45 - 48
10.2.	By-Law Enforcement Services Board meeting minutes - September 28, 2023 By-law Enforcement Services Board - 28 Sep 2023 - Minutes - Pdf	49 - 51
11.	ACTION ITEMS	
11.1.	Letter from Bruce Cowle re: Morgan severance MorganTownofDesLetter scans@napaneelawyer.com 20231201_094945 A-042133_RPLAN_1PART	52 - 54
12.	INFORMATION ITEMS	
12.1.	Hastings County Media Release - Strat Plan - Media Release Hastings County Strategic Plan 2024-2026	55 - 56
13.	NEW BUSINESS	
14.	NOTICES OF MOTION	
15.	BY-LAWS	
15.1.	By-law XX-2023 to enter into an agreement with member municipalities to participate in the Tiered Emergency Response Plan XX-2023 Execution of Agreement Town and Hastings County - Emerg Respon Hastings County Tiered Response	57 - 64
15.2.	By-Law XX-2023 to enter into an agreement with Hastings County for transit funding XX-2023 Execution of Agreement Town - Hastings Transit Funding 2024 Deseronto Transit Service Agreement_Hasting Cty	65 - 81
16.	ANNOUNCEMENTS	
17.	CLOSED SESSION	
17.1.	Closed Session Items Under Section 239 b) 2 under Personal matters about an identifiable person	
18.	INSTRUCTION TO STAFF	
19.	BY-LAW TO CONFIRM THE PROCEEDINGS OF COUNCIL	
19.1.	By-law XX-2023 to confirm the proceedings of Council for December 13, 2023 XX-2023 Confirming by-law 12-13-23	82
20.	ADJOURNMENT	



MINUTES
Regular Council
Deseronto Town Hall
Wednesday, November 22, 2023
6:30 PM

PRESENT: Mayor Dan Johnston, Deputy Mayor Steven Everhardus, and Councillor Kevin Smith

REGRETS: Councillor Norman Clark and Councillor Jamie Zieman

STAFF PRESENT: Treasurer Mora Nicholls and Town Manager Bryan Brooks

1. CALL TO ORDER

Mayor Johnston called the meeting to order at 6:45 p.m

2. ADOPTION OF AGENDA

Resolution 32-23-01

Moved by Deputy Mayor Steven Everhardus
 Seconded by Councillor Kevin Smith

THAT the agenda for the Town of Deseronto November 22, 2023 Regular Council meeting be accepted with the addition of two items under 13.2 2022 Transit - Municipal contribution and 13.3 Public Health Inspection of the Canteen in the Deseronto Community Centre.

Carried

3. DISCLOSURE OF PECUNIARY INTEREST

None noted

4. APPROVAL OF MINUTES

4.1. Minutes of the November 8, 2023 Regular Council Meeting

Resolution 32-23-02

Moved by Councillor Kevin Smith
 Seconded by Deputy Mayor Steven Everhardus

THAT the minutes of the Town of Deseronto November 8, 2023 regular meeting of Council be approved as presented.

Carried

5. DEPUTATIONS/PRESENTATIONS

6. UNFINISHED BUSINESS

6.1. Public Works Equipment List & Details

Resolution 32-23-03

Moved by Deputy Mayor Steven Everhardus
 Seconded by Councillor Kevin Smith

THAT Council receive entitled Public Works Equipment List and Details, as presented.

FURTHER THAT item 6.1 be removed from Unfinished Business.

Carried

6.2. Derelict Properties

Resolution 32-23-04

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT item 6.2 Derelict Properties be removed from the agenda.

Carried

- 6.3. Welcome Package for new property owners
- 6.4. Fire Department - training matrix - September
- 6.5. Fire Department - training roll-out - October

Resolution 32-23-05

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council receive the report entitled "Staff Report Certification-Nov 22" as presented.

FURTHER THAT items 6.4 Fire Department -Training Matrix and 6.5 Fire Department- Training Roll-out be removed from Unfinished Business

Carried

7. VARIANCE REPORT

8. APPROVAL OF ACCOUNTS

- 8.1. Schedule of Accounts

Resolution 32-23-06

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Schedule of Accounts numbered 19-2023 in the amount of \$281,387.51 be approved for payment.

Carried

9. STAFF REPORTS

- 9.1. Town Manager - Policies for Review

Resolution 32-23-07

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT the Policy entitled "Disconnect from Work" be received and passed effective November 22, 2023.

FURTHER THAT the following policies remain on the Agenda for the December Council meeting for education purposes for the benefit of the Council members who were not present for the November 22,2023 Council meeting.

Carried

- 9.2. Town Manager's report on Green Street connection

Resolution 32-23-08

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT the report entitled "Water and Sewer- Green Street to North Street connection" be received as presented.

FURTHER THAT Council approve the connection conditional upon written confirmation from MBQ representative that there are no changes to the existing

Memorandum of Understanding.

Carried

9.3. Town Manager -Site Meeting re: Arena

Resolution 32-23-09

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Deseronto Town Council receive the report from the Town Manager pertaining to the status of the Community Centre renovations and details of the Site Meeting (re: Arena).

Carried

9.4. Town Manager - Transit
- print-outs will be provided prior to meeting

Resolution 32-23-10

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Deseronto Town Council receive the Draft Transit Schedule as presented.

FURTHER THAT Council endorse a December 11, 2023 Scheduled Route system for Deseronto Transit on a agreeable schedule with the Town of Greater Napanee.

FURTHER THAT Council direct staff to work with Greater Napanee representatives for the implementation of Terms of Service, Funding contributions etc. 60 days following (February 2024)

Carried

9.5. Report from Kris Brunton CEMC re: CEPG funding

Resolution 32-23-11

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council receive the report from Kris Brunton CEMC regarding CEPG funding opportunity.

FURTHER THAT Council authorize staff to complete the grant submission for improved communication devices under the CEPG funding program.

Carried

9.6. Building Inspection Services Board report for October 2023

9.7. By-Law Enforcement Services Board report for October 2023

Resolution 32-23-12

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council receive items 9.6 BISB reports- October 2023 and 9.7 BESB reports October 2023 as presented.

Carried

10. COMMITTEE/BOARD MEETING MINUTES

11. ACTION ITEMS

11.1. Park Street Sub-division

Resolution 32-23-13

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council receive the revised report from EcoVue Consulting Services, dated November 15, 2023, regarding the Park Street Subdivision Zoning By-law Amendment Application; and

FURTHER THAT the enclosed By-law, which rezones the subject property from the Residential Type Three-holding(R3-h) to the Residential Type Three-Exception One (R3-1) Zone, be approved.

AND FURTHER THAT Council forward the suggested conditions in Section 7.4 of the report for inclusion with the County's conditions of draft plan approval.

Carried

12. INFORMATION ITEMS

- 12.1. Richmond Landfill - Notice of Exceedances
- 12.2. Letter from Mr. Edgar Sweet

Resolution 32-23-14

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council receive the Information items 12. 1 Richmond Landfill- Notice of Exceedances and 12.2 Letter from Edgar Sweet.

Carried

13. NEW BUSINESS

- 13.1. Hastings North Tourism Services funding request

Resolution 32-23-15

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Deseronto Town Council receive item 13.1 - Hastings North Tourism Services Funding request.

Carried

- 13.2. Deseronto Transit 2022

Resolution 32-23-16

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council authorize staff to reverse the two internal journal entries of \$8,900 as an expense to Transit and a revenue to Administration which will result in the \$8,900 being the Town's 2022 and 2023 contributions to Transit.

FURTHER THAT any surplus within the Transit department in 2022 and future years be transferred to a Transit Vehicle Replacement Reserve as there is no budgetary contribution for asset/capital replacement or depreciation expense.

Carried

- 13.3. Deseronto Community Centre Canteen Health Inspections

Resolution 32-23-17

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council authorize the Arena Supervisor to contract the recommended repairs to complete the changeout or commercial mixing valve for the canteen

and SW dressing rooms, change the commercial mixing valve in east side of Arena and fix the leak in the wall behind showers in the east side dressing rooms in the amount of \$5825.00 +HST.

Carried

14. NOTICES OF MOTION

15. BY-LAWS

- 15.1. Being a By-law under the provisions of Sections 34 of the Planning Act, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 27-2023, as amended, the Town of Deseronto Comprehensive Zoning By-law, with respect to certain lands located in Part of Lot 37, Concession A, geographic Township of Tyendinaga, Town of Deseronto, County of Hastings

Resolution 32-23-18

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT By-Law 53-2023 Being a By-law under the provisions of Sections 34 of the Planning Act, R.S.O. 1990, c. P.13, as amended, to amend By-law No. 27-2023, as amended, the Town of Deseronto Comprehensive Zoning By-law, with respect to certain lands located in Part of Lot 37, Concession A, geographic Township of Tyendinaga, Town of Deseronto, County of Hastings be read a first, second time and passed this 22nd day of November 2023.

Carried

16. ANNOUNCEMENTS

- 16.1. Mayor Johnston reminded Council and staff of the Deseronto Santa Claus Parade and Tree lighting taking place this Saturday at 4:00p.m.

17. CLOSED SESSION

- 17.1. Closed Session Items Under Section 239
b) 2 under Personal matters about an identifiable person

Resolution 32-23-19

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT Council under Section 239 of the Municipal Act and move into Closed Session to discuss 2 matters regarding personal matters about an identifiable individual(s), including municipal or local board employees

Carried

18. INSTRUCTION TO STAFF

Resolution 32-23-20

Moved by Councillor Kevin Smith
Seconded by Deputy Mayor Steven Everhardus

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 54-2023 to confirm the proceedings of Council for November 22, 2023

Resolution 32-23-21

Moved by Deputy Mayor Steven Everhardus
Seconded by Councillor Kevin Smith

THAT By-law 54-2023, being a by-law to confirm the proceedings of the November 22, 2023 Regular Council meeting, having been read a first, second and third time, be assigned a number and finally passed this 22nd day of November 2023.

Carried

20. ADJOURNMENT

Resolution 32-23-22

Moved by Councillor Kevin Smith
Seconded by Deputy Mayor Steven Everhardus

THAT the Town of Deseronto Regular Council meeting of November 22, 2023 be adjourned.

Carried

Mayor

Clerk



2023-12-13

**Corporation of the
TOWN OF DESERONTO**

Schedule of Accounts No. **20-2023**

Moved by: _____

Seconded by _____

"That Schedule of Accounts Numbered **20-2023**
be approved in the amount of \$ 401,125.56

Carried.

BREAKDOWN OF SCHEDULE OF ACCOUNTS

ACCOUNTS PAYABLES
See Attached List

	<u>BATCH</u>		<u>AMOUNT</u>
	2023-00132	\$	85,109.31
	2023-00133	\$	316,016.25

TOTAL SCHEDULE OF ACCOUNTS NO. **20-2023** Total \$ 401,125.56

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00132 to 2023-00132

Bank Code - GEN - General

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3529	2023-11-24	Anchor Safe & Lock Ltd			
203777-1		10-10-12-43600 - Admin - R & M	Fix vault door	289.51	
		10-00-00-12103 - Federal Rebal	HST Tax Code	14.23	
		10-00-00-12104 - Provincial Ret	HST Tax Code	17.75	321.49
3530	2023-11-24	Caith Contracting			
1031		10-80-84-48200 - Grant to Librai	Install Brown eave with dow	860.12	
		10-00-00-12103 - Federal Rebal	HST Tax Code	42.26	
		10-00-00-12104 - Provincial Ret	HST Tax Code	52.74	955.12
3531	2023-11-24	Canadian Tire			
14943		10-80-81-43250 - Parks - Mainte	Canadian flag	40.69	
		10-00-00-12103 - Federal Rebal	HST Tax Code	2.00	
		10-00-00-12104 - Provincial Ret	HST Tax Code	2.50	45.19
14936		10-80-81-43250 - Parks - Mainte	Grass Seed	158.62	
		10-00-00-12103 - Federal Rebal	HST Tax Code	7.79	
		10-00-00-12104 - Provincial Ret	HST Tax Code	9.73	176.14
			Payment Total:		221.33
3532	2023-11-24	Cintas Canada Limited			
4174834635		10-80-83-43180 - Arena -Outsid	Mat Rental x2 Arena	65.46	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	3.27	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	5.24	73.97
3533	2023-11-24	Cogeco Connexion Inc.			
110067710696		15-40-41-43151 - W & S - Intern	Credit for 324 Water	-31.02	
		10-00-00-12103 - Federal Rebal	HST Tax Code	-1.52	
		10-00-00-12104 - Provincial Ret	HST Tax Code	-1.90	-34.44
110067718501		10-80-83-43151 - Arena -Interne	Nov11-Dec10 Arena	99.95	
		10-80-83-43150 - Arena -Teleph	Nov11-Dec10 Arena	49.88	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	7.49	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	12.00	169.32
			Payment Total:		134.88
3534	2023-11-24	Enbridge Gas			
Oct23Water		15-40-41-43430 - Water Heat	Billing Per Oct6-Nov2	454.00	
		10-00-00-12103 - Federal Rebal	HST Tax Code	22.31	
		10-00-00-12104 - Provincial Ret	HST Tax Code	27.84	504.15
Oct23Townhall		10-10-12-43430 - Admin - Gas	Billing Per Oct6-Nov2	122.81	
		10-00-00-12103 - Federal Rebal	HST Tax Code	6.03	
		10-00-00-12104 - Provincial Ret	HST Tax Code	7.53	136.37
Oct23Sewage		15-40-41-50302 - Waterwater Hr	Billing Per Sep1-Nov2	2.28	
		10-00-00-12103 - Federal Rebal	HST Tax Code	0.11	
		10-00-00-12104 - Provincial Ret	HST Tax Code	0.14	2.53
Oct23OfficeRds		10-30-31-43430 - Roads - Heat	Billing Per Oct6-Nov2	116.80	
		10-00-00-12103 - Federal Rebal	HST Tax Code	5.74	
		10-00-00-12104 - Provincial Ret	HST Tax Code	7.16	129.70
Oct23Transit		10-30-31-43430 - Roads - Heat	Billing Per Oct6-Nov2	115.47	
		10-95-95-43430 - Transit - Heat	Billing Per Oct6-Nov2	57.73	
		10-00-00-12103 - Federal Rebal	HST Tax Code	8.51	
		10-00-00-12104 - Provincial Ret	HST Tax Code	10.62	192.33
Oct23Fire		10-20-21-43430 - Fire - Heat	Billing Per Oct6-Nov2	207.15	
		10-00-00-12103 - Federal Rebal	HST Tax Code	10.18	

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00132 to 2023-00132

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
		10-00-00-12104 - Provincial Ret	HST Tax Code	12.70	230.03
Oct23Police		10-20-21-43430 - Fire - Heat	Billing Per Oct6-Nov2	49.09	
		10-00-00-12103 - Federal Rebal	HST Tax Code	2.41	
		10-00-00-12104 - Provincial Ret	HST Tax Code	3.01	54.51
Oct23Arena		10-80-83-43430 - Arena -Heat	Billing Per Oct17-Nov10	681.16	
		10-80-83-43430 - Arena -Heat	Billing Per Oct17-Nov10	2.75	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	34.06	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	54.49	772.46
			Payment Total:		<u>2,022.08</u>
3535	2023-11-24	Hayes, Devan			
Nov23		10-30-31-43710 - Roads - Cloth	Clothing reimbursement	244.21	
		10-00-00-12103 - Federal Rebal	HST Tax Code	12.00	
		10-00-00-12104 - Provincial Ret	HST Tax Code	14.98	271.19
3536	2023-11-24	Hydro One Networks Inc			
FirstOct23		15-40-41-43411 - Wastewater -	Billing Period Oct4-Nov6	198.56	
		15-40-41-43411 - Wastewater -	Billing Period Oct4-Nov6	-26.01	
		10-00-00-12103 - Federal Rebal	HST Tax Code	9.76	
		10-00-00-12104 - Provincial Ret	HST Tax Code	12.18	194.49
FourthOct23		15-40-41-43411 - Wastewater -	Billing Period Oct4-Nov6	48.66	
		15-40-41-43411 - Wastewater -	Billing Period Oct4-Nov6	-6.41	
		10-00-00-12103 - Federal Rebal	HST Tax Code	2.39	
		10-00-00-12104 - Provincial Ret	HST Tax Code	2.99	47.63
MapleOct23		15-40-41-43411 - Wastewater -	Billing Period Oct5-Nov7	96.80	
		15-40-41-43411 - Wastewater -	Billing Period Oct5-Nov7	-12.12	
		10-00-00-12103 - Federal Rebal	HST Tax Code	4.76	
		10-00-00-12104 - Provincial Ret	HST Tax Code	5.94	95.38
SewerplantOct2		15-40-41-43411 - Wastewater -	Billing Period Sep27-Oct26	6,017.23	
		10-00-00-12103 - Federal Rebal	HST Tax Code	295.66	
		10-00-00-12104 - Provincial Ret	HST Tax Code	368.98	6,681.87
StreetlghtOct23		10-30-31-43410 - Roads - Hydr	Billing Period Sep27-Oct26	1,823.63	
		10-30-31-43410 - Roads - Hydr	Billing Period Sep27-Oct26	-205.96	
		10-00-00-12103 - Federal Rebal	HST Tax Code	89.60	
		10-00-00-12104 - Provincial Ret	HST Tax Code	111.83	1,819.10
WaterOct23		15-40-41-43410 - Water - Hydro	Billing Period Sep27-Oct26	6,445.59	
		10-00-00-12103 - Federal Rebal	HST Tax Code	316.71	
		10-00-00-12104 - Provincial Ret	HST Tax Code	395.24	7,157.54
			Payment Total:		<u>15,996.01</u>
3537	2023-11-24	Joe Johnson Equipment			
P43616		10-30-31-50526 - 2010 UD Swe	Quick clampx3, air filters	1,346.79	
		10-00-00-12103 - Federal Rebal	HST Tax Code	66.18	
		10-00-00-12104 - Provincial Ret	HST Tax Code	82.58	1,495.55
3538	2023-11-24	Kiley Paving			
23-6818		10-30-31-43206 - Roads Materic	Repairing Road Cuts	2,452.92	
		10-00-00-12103 - Federal Rebal	HST Tax Code	120.53	
		10-00-00-12104 - Provincial Ret	HST Tax Code	150.42	2,723.87
3539	2023-11-24	3635112 Canada Inc			
019317		10-20-21-43600 - Fire - R & M E	Air compressor element, etc	3,571.77	
		10-00-00-12103 - Federal Rebal	HST Tax Code	175.50	
		10-00-00-12104 - Provincial Ret	HST Tax Code	219.02	3,966.29
3540	2023-11-24	Manulife Financial			

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00132 to 2023-00132

COMPUTER CHEQUE

Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
Nov2023		10-10-11-41400 - Admin - Group	Nov benefits	1,001.48	
		10-30-31-41400 - Roads - Group	Nov benefits	1,183.64	
		15-40-41-41400 - W & S - Group	Nov benefits	560.20	2,745.32
Dec2023		10-10-11-41400 - Admin - Group	Dec Benefits	2,289.66	
		10-30-31-41400 - Roads - Group	Dec Benefits	1,428.89	
		15-40-41-41400 - W & S - Group	Dec Benefits	-560.20	3,158.35
			Payment Total:		5,903.67
3541	2023-11-24	Minister of Finance - OPP			
3027092313430		10-20-22-95900 - Police - Misc f	CSPT Grant 2023	-540.00	-540.00
3023102308340		10-20-22-44520 - Police - OPP (OPP Billing Sep 2023	40,662.00	40,662.00
			Payment Total:		40,122.00
3542	2023-11-24	Napanee Home Hardware			
DD7714		10-80-81-43642 - Mill Point Park	Plywood, screws, washers,	267.36	
		10-00-00-12103 - Federal Rebal	HST Tax Code	13.14	
		10-00-00-12104 - Provincial Ret	HST Tax Code	16.40	296.90
DD5916		10-30-31-43202 - Roads Materiz	Cement, fence and post 12:	121.99	
		10-00-00-12103 - Federal Rebal	HST Tax Code	5.99	
		10-00-00-12104 - Provincial Ret	HST Tax Code	7.48	135.46
DD5123		10-30-31-43202 - Roads Materiz	Cement fence and post 12x	121.99	
		10-00-00-12103 - Federal Rebal	HST Tax Code	5.99	
		10-00-00-12104 - Provincial Ret	HST Tax Code	7.48	135.46
			Payment Total:		567.82
3543	2023-11-24	Ontario Clean Water Agency			
00000037188		15-40-41-44115 - Consulting	Labour over and above agre	437.50	437.50
3544	2023-11-24	Parkside Lanscaping & Contracting			
12530		10-80-81-43640 - Parks - Cente	22.5 Yrds Topsoil delivered	1,017.60	
		10-00-00-12103 - Federal Rebal	HST Tax Code	50.00	
		10-00-00-12104 - Provincial Ret	HST Tax Code	62.40	1,130.00
12524		10-30-31-43210 - Roads - Tree	Tree removal and trims Dur	6,767.04	
		10-00-00-12103 - Federal Rebal	HST Tax Code	332.50	
		10-00-00-12104 - Provincial Ret	HST Tax Code	414.96	7,514.50
			Payment Total:		8,644.50
3545	2023-11-24	Pro-Tech Training Services Inc			
2215		10-30-31-43803 - Roads - Educ	Winter maintenance 2 day c	396.86	
		10-00-00-12103 - Federal Rebal	HST Tax Code	19.50	
		10-00-00-12104 - Provincial Ret	HST Tax Code	24.34	440.70
3546	2023-11-24	Swish Maintenance Limited			
K706993		10-80-83-43330 - Arena -Janitor	Paper towel, buffing pads, s	504.45	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	25.22	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	40.36	570.03
			Total Computer Cheque:		84,868.00

OTHER

Payment #	Date	Vendor Name	GL Transaction Description	Detail Amount	Payment Amount
Invoice #		GL Account			
32	2023-11-20	BMO MasterCard			
Oct/2023		10-00-00-12650 - Due From (To	Monthly Charges Oct	159.41	
		10-90-92-43825 - Econ Dev- Su	Audioeye	81.90	241.31
			Total Other:		241.31

Date Printed
2023-12-07 9:56 AM

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00132 to 2023-00132

Page 4

Total GEN: 85,109.31

Certified Correct This December 7, 2023

Mayor

Mona Nicholls

Treasurer

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00133 to 2023-00133

Bank Code - GEN - General

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3547 4th Levy2023	2023-12-07	Algonquin & Lakeshore Catholic 10-10-12-46130 - Schools-Engli	4th Levy Installment	5,484.48	5,484.48
3548 23232603	2023-12-07	Battlefield Equipment Rental 10-30-31-47100 - Roads - Equip 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret	Articulated Boom HST Tax Code HST Tax Code	930.76 45.73 57.08	1,033.57
3549 17	2023-12-07	Betty's Cleaning Service 10-10-12-43180 - Admin - Janitc 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret	Cleaning Services Nov HST Tax Code HST Tax Code	407.04 20.00 24.96	452.00
3550 123-018884 123-018883	2023-12-07	Caduceon Enterprises 15-40-41-44741 - Wastewater - 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret 15-40-41-44745 - Water - Lab A 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret	Testing BODS, CBOD5, Alk HST Tax Code HST Tax Code Testing Microystins, Drinkin HST Tax Code HST Tax Code	1,985.69 97.57 121.77 378.72 18.61 23.22	2,205.03 420.55
				Payment Total:	2,625.58
3551 14929	2023-12-07	Canadian Tire 10-80-82-48250 - Santa Claus F 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret	Christmas decorations for fl HST Tax Code HST Tax Code	894.42 43.95 54.84	993.21
3552 4175989241	2023-12-07	Cintas Canada Limited 10-80-83-43180 - Arena -Outsid 10-00-00-12101 - ITC Receivabl 10-00-00-12101 - ITC Receivabl	Mat Rental x2 Arena HST-ITC Tax Code HST-ITC Tax Code	65.46 3.27 5.24	73.97
3553 110067860726 110067864748 110067872803	2023-12-07	Cogeco Connexion Inc. 10-20-21-43151 - Fire - Internet 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret 10-10-12-43151 - Admin - Intern 10-10-12-43150 - Admin - Telep 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret 10-95-95-43150 - Transit- -Telep 10-00-00-12103 - Federal Rebat 10-00-00-12104 - Provincial Ret	Nov 21-Dec 20 316 Edmon HST Tax Code HST Tax Code Nov 21-Dec 20 Townhall Nov 21-Dec 20 Townhall HST Tax Code HST Tax Code Nov 21-Dec 20 Transit HST Tax Code HST Tax Code	61.00 3.00 3.74 127.15 25.37 7.49 9.37 67.00 3.29 4.11	67.74 169.38 74.40
				Payment Total:	311.52
3554 4th levy	2023-12-07	Conseil Des Ecoles Publiques 10-10-12-46110 - Schools-Frenc	Levy Payment #4	351.51	351.51
3555 4th levy	2023-12-07	Conseil Des'El Coles 10-10-12-46140 - Schools-Frenc	4th Levy installment	136.72	136.72
3556 4th Levy	2023-12-07	County of Hastings 10-10-12-46200 - Hastings Cour	4th Levy installment	104,591.75	104,591.75
3557 4th Levy	2023-12-07	Deseronto Public Library 10-80-84-48200 - Grant to Librai	4th Levy installment	37,133.92	37,133.92

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00133 to 2023-00133

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3558 4th Levy	2023-12-07	Hasting & Prince Edward 10-10-12-46100 - Schools-Engli	4th Levy installment	53,334.58	53,334.58
3559 ArenaOct23	2023-12-07	Hydro One Networks Inc 10-80-83-43410 - Arena -Hydro 10-00-00-12101 - ITC Receivabl 10-00-00-12101 - ITC Receivabl	Billing Period Oct5-Nov6 HST-ITC Tax Code HST-ITC Tax Code	10,353.50 517.68 828.27	11,699.45
3560 IN-75556-01	2023-12-07	ITI Canada Inc. 10-10-12-43500 - Admin - Comp 10-00-00-12103 - Federal Rebal 10-00-00-12104 - Provincial Ret	Oct usage HST Tax Code HST Tax Code	232.46 11.42 14.26	258.14
3561 019442	2023-12-07	3635112 Canada Inc 10-20-21-43730 - Fire - Miscella 10-00-00-12103 - Federal Rebal 10-00-00-12104 - Provincial Ret	2-Way BV Cock housing co HST Tax Code HST Tax Code	19.99 0.98 1.22	22.19
3562 wallets2023	2023-12-07	Mcllvaney, Duncan 10-20-21-43710 - Fire - Uniform 10-00-00-12103 - Federal Rebal 10-00-00-12104 - Provincial Ret	Firefighter wallet badge holc HST Tax Code HST Tax Code	211.09 10.37 12.95	234.41
3563 37,000	2023-12-07	The Mearie Group 15-40-41-41400 - W & S - Group	Billing Period Dec	358.31	358.31
3564 3021112316450	2023-12-07	Minister of Finance - OPP 10-20-22-44520 - Police - OPP (OPP Billing October	40,662.00	40,662.00
3565 PW UD 2010 PW 2010 PTRB PW 2010 FRHT Trans 2012 GMC Trans 2016 FOF Trans 2018 FOF	2023-12-07	Minister of Finance/MTO 10-30-31-43605 - Vehicles Stick 10-30-31-43605 - Vehicles Stick 10-30-31-43605 - Vehicles Stick 10-95-95-43210 - Transit - Licen 10-95-95-43210 - Transit - Licen 10-95-95-43210 - Transit - Licen	Sticker for JNAPC81L8AAF Sticker for 2NPRHN8X9AM Sticker for 1FVAC3BS3AD/ Sticker for 1GD373BG2C11 Sticker for 1FD4FE4FS8GDC Sticker for 1FD4FE4FS3JDC	1,167.00 1,167.00 1,242.25 297.25 297.25 297.25	1,167.00 1,167.00 1,242.25 297.25 297.25 297.25
			Payment Total:		4,468.00
3566 3968	2023-12-07	Minitel Corporation 10-10-12-43150 - Admin - Telep 10-00-00-12103 - Federal Rebal 10-00-00-12104 - Provincial Ret	Monthly billing October HST Tax Code HST Tax Code	161.80 7.95 9.92	179.67
3567 DE2307	2023-12-07	Napanee Home Hardware 10-30-31-43320 - Roads - Buildi 10-00-00-12103 - Federal Rebal 10-00-00-12104 - Provincial Ret	Post level, Cable ties HST Tax Code HST Tax Code	23.89 1.17 1.47	26.53
3568 2023XmasBon	2023-12-07	Petty Cash 10-10-12-44400 - Admin - Christ	2023 Staff Xmas Bonus	3,100.00	3,100.00
3569 283888	2023-12-07	Pro-Stripe Traffic Lines 10-30-31-49600 - Roads - Capit 10-00-00-12103 - Federal Rebal 10-00-00-12104 - Provincial Ret	Roadway line painting, Thor HST Tax Code HST Tax Code	1,017.60 50.00 62.40	1,130.00
3570 Nov23	2023-12-07	Receiver General 10-00-00-21530 - Employee Tax	Nov payroll remittance	21,741.10	21,741.10

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00133 to 2023-00133

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3571	2023-12-07	Ron Allison Electric			
9150		10-30-33-44630 - Street Lighting	100W highbay fixtures, phot	1,936.50	
		10-00-00-12103 - Federal Rebal	HST Tax Code	95.15	
		10-00-00-12104 - Provincial Ret	HST Tax Code	118.75	2,150.40
9156		10-80-82-48250 - Santa Claus F	70W bulbs, Photo control, ti	1,029.93	
		10-00-00-12103 - Federal Rebal	HST Tax Code	50.61	
		10-00-00-12104 - Provincial Ret	HST Tax Code	63.16	1,143.70
			Payment Total:		<u>3,294.10</u>
3572	2023-12-07	Sands			
00720013		10-20-21-43190 - Fire - Medical	Medical supplies	394.58	
		10-00-00-12103 - Federal Rebal	HST Tax Code	19.39	
		10-00-00-12104 - Provincial Ret	HST Tax Code	24.20	438.17
3573	2023-12-07	Swish Maintenance Limited			
K707990		10-80-83-43600 - Arena -R & M	Repairs on floor machine	353.15	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	17.66	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	28.25	399.06
K707736		10-80-83-43330 - Arena -Janitor	Barricade floor sealer	165.40	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	8.27	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	13.23	186.90
			Payment Total:		<u>585.96</u>
3574	2023-12-07	TSSA			
9627821		10-80-83-43806 - Arena- Licenc	Annual Lic Fee 2022	250.00	250.00
3575	2023-12-07	Culligan Water			
75183TM		10-10-12-43300 - Admin - Buildi	3x water exchange	20.00	
		10-10-12-43300 - Admin - Buildi	3x water exchange	5.60	
		10-30-31-43320 - Roads - Buildi	3x water exchange	10.00	
		10-10-12-43300 - Admin - Buildi	3x water exchange	10.00	
		10-00-00-12103 - Federal Rebal	HST Tax Code	0.28	
		10-00-00-12104 - Provincial Ret	HST Tax Code	0.34	46.22
3576	2023-12-07	Tim's Truck & Equipment			
01R61329		10-30-31-50521 - 2010 FRHT FI	wheels,wet service, light ref	2,534.60	
		10-30-31-50520 - 2010 FRHT FI	wheels,wet service, light ref	2,506.19	
		10-00-00-12103 - Federal Rebal	HST Tax Code	247.68	
		10-00-00-12104 - Provincial Ret	HST Tax Code	309.11	5,597.58
60328.		10-20-21-50533 - 1993 Ford MH	Dollar short off original	0.90	
		10-00-00-12103 - Federal Rebal	HST Tax Code	0.04	
		10-00-00-12104 - Provincial Ret	HST Tax Code	0.06	1.00
01R61426		10-30-31-50524 - 2010 PTRB C	Emissions test, axle leak rej	31.85	
		10-30-31-50525 - 2010 PTRB C	Emissions test, axle leak rej	238.62	
		10-00-00-12103 - Federal Rebal	HST Tax Code	13.29	
		10-00-00-12104 - Provincial Ret	HST Tax Code	16.58	300.34
			Payment Total:		<u>5,898.92</u>
3577	2023-12-07	Trickey Et AL Tax Team Inc.			
18682		10-00-00-12592 - A/R - Other	Register tax arrears cert	649.75	649.75
3578	2023-12-07	Trickey Et AL Tax Team Inc.			
19298		10-00-00-12592 - A/R - Other	HSDO23-005 Statutory Dec	56.50	56.50
19299		10-00-00-12592 - A/R - Other	HSDO23-006 Statutory Decl	56.50	56.50
19297		10-00-00-12592 - A/R - Other	HSDO23-001 Statutory Decl	56.50	56.50
			Payment Total:		<u>169.50</u>

Town of Deseronto
List of Accounts for Approval
Batch: 2023-00133 to 2023-00133

COMPUTER CHEQUE

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
3579	2023-12-07	Trickey Et AL Tax Team Inc.			
18390		10-00-00-12592 - A/R - Other	HSD023-001, FD, BR notic	316.40	316.40
18391		10-00-00-12592 - A/R - Other	HSD023-003 FD,BR Notice	316.40	316.40
18392		10-00-00-12592 - A/R - Other	HSD023-004 FD,BR Notice	406.80	406.80
18393		10-00-00-12592 - A/R - Other	HSD023-005 FD,BR Notice	316.40	316.40
18394		10-00-00-12592 - A/R - Other	HSD023-006 FD,BR Notice	406.80	406.80
18395		10-00-00-12592 - A/R - Other	HSD023-007 FD,BR Notice	406.80	406.80
18396		10-00-00-12592 - A/R - Other	HSD023-008 FD,BR Notice	406.80	406.80
18304		10-10-12-43730 - Admin - Misce	HSD023-002 FD,BR Notice	293.80	293.80
			Payment Total:		<u>2,870.20</u>
3580	2023-12-07	Tyendingaga Propane			
32913G-1		10-80-83-43302 - Ice Mainten	Propane x3 Arena	92.46	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	4.62	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	7.40	104.48
32946G-1		10-80-83-43302 - Ice Mainten	Propane x2 Arena	61.64	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	3.08	
		10-00-00-12101 - ITC Receivabl	HST-ITC Tax Code	4.93	69.65
			Payment Total:		<u>174.13</u>
3581	2023-12-07	Ultramar			
167570		10-30-31-43209 - Roads Materiz	313.1L Clear Diesel	513.98	
		10-00-00-12103 - Federal Rebal	HST Tax Code	25.25	
		10-00-00-12104 - Provincial Ret	HST Tax Code	31.52	570.75
189350		10-30-31-43209 - Roads Materiz	154.4L Clear Diesel	254.09	
		10-00-00-12103 - Federal Rebal	HST Tax Code	12.49	
		10-00-00-12104 - Provincial Ret	HST Tax Code	15.58	282.16
			Payment Total:		<u>852.91</u>
3582	2023-12-07	Wilson, Mandi			
2311		10-80-82-41410 - Recreation Pi	Bootcamp, Yoga November	1,200.00	1,200.00
			Total Computer Cheque:		<u>306,832.47</u>

OTHER

Payment # Invoice #	Date	Vendor Name GL Account	GL Transaction Description	Detail Amount	Payment Amount
26	2023-12-07	O.M.E.R.S			
Nov2023		10-00-00-21536 - OMERS Paya	Payroll Remittances Novem	9,183.78	9,183.78
			Total Other:		<u>9,183.78</u>
			Total GEN:		<u>316,016.25</u>

Certified Correct This December 7, 2023

Mayor

Mona Nickels

Treasurer

Dress Code Policy

Reviewed Date	November 22, 2023	Policy Number	Corp. Hr #
Revised Date		Approved Date	

Policy Statement

The Town of Deseronto, as an employer, supports an inclusive employee culture of professionalism, respect in the workplace and a healthy and safe work environment that supports a positive corporate image.

Application

This policy applies to all employees within the Town of Deseronto.

Definitions

Business Casual- refers to clothing employees would wear to report to work in a typical office environment.

Business Formal- refers to clothing employees would wear to attend a meeting with external clients of the corporation in a formal capacity. Examples include suits, suit jacket/blazer/dress(pants)/skirt, dress shoes tie etc.

Office Clothing- refers to business formal or business casual clothing deemed appropriate for the operational requirements of an employee's position, duties and responsibilities (in person or virtual).

Professional Appearance- employer expectations of employees reporting to work in an appropriate, clean, neat and/or Town branded clothing.

Town Branded Clothing- a piece of clothing bearing the logo of the Corporation of the Town of Deseronto that was issued by the Town.

Summer Season – the period of calendar year between Victoria Day and Labour Day

Procedures

Employees are required to take into consideration their daily schedule and duties and shall dress accordingly for their position requirements daily. All clothing worn to work must be clean and maintained and in good condition when reporting to work.

An employee's appearance (clothing, jewelry, tattoos, personal hygiene cleanliness etc.) shall remain respectful, have a positive representation of the corporation and support a healthy and safe work environment.

Town Branded Clothing

The Town may supply employees with Town branded clothing for promotion or as may be required for specialized work in the Municipality. Employees are asked to return all unfit Town branded clothing for disposal by the Town.

Personal protective equipment (PPE) must be worn at all times in areas of need and for duties where required. Employee's clothing or accessories cannot obstruct their PPE at any time.

Exceptions:

Employees who are wearing clothing or shoes that serve a therapeutic requirement to maintain an employee's health or accommodate a medical need or request (temporary or permanent), an exemption can be obtained.

During the summer season, employees may wear summer business casual clothing to work as long as the clothing/attire does not pose a health and safety hazard to the employee performing their duties. Examples include dress shorts, capris and dress sandals. Summer clothing period may extend beyond the prescribed calendar dates with approval from the Department Manager/Supervisor.

Review Cycle

This policy will be reviewed at least once per term of Council or as required due to legislative change.

Jury Duty and Attendance in Court Policy

Reviewed Date	November 22, 2023	Policy Number	Corp. Hr. #
Revised Date		Approved Date	

Policy Statement

The Town of Deseronto recognizes that employees may be required to fulfill Jury Duty and will make accommodations for employees selected to participate or subpoenaed in any court.

Application

This policy applies to all employees within the Town of Deseronto. This policy does not apply to Council or board members.

Definitions

Jury- a group of people who are randomly selected to participate in a trial in the court of law and who are guided through a legal trial by a judge and who are appointed to make a ruling on the outcome of the trial.

Procedures

- An Employee shall notify their direct supervisor as soon as they are aware of their requirement to participate in a Jury selection process.
- An Employee will be granted paid leave of absence which will not be constituted as a break in service.
- Employees shall include a copy of the summons to Jury Duty for any days off and provide a written letter requesting leave of absence (if selected to proceed as a Jury member).
- Upon completion of the Jury Duty, the employee shall provide proof of participation showing the period of such service for the participation in the proceedings.

- The Employee shall provide the Treasurer the full amount of compensation received from the court for participation in such services and provide the official receipt (if applicable). This excludes any reimbursement for food, travel or out-of-pocket expenses.
- When Jury Duty responsibilities last less than ½ a day, employees are expected to return to work to complete their shift.

Review Cycle

This policy will be reviewed at least once per term of Council or as required due to legislative change.

Lieu and Overtime Policy

Reviewed Date	Once per term	Policy Number	Corp-Hr 01-2023
Revised Date		Approved Date	

Purpose

While the Town of Deseronto endeavours to deliver high level programs and services to meet to needs of the community, it is Council directive to minimize the need for overtime hours. Employees are anticipated to carry out their normal duties and responsibilities inside the regular hours of work without incurring overtime or lieu costs. If/when it becomes necessary to stray beyond the regular hours of work, the following considerations shall apply.

Application

This policy applies to all employees within the Town of Deseronto. This policy does not apply to Council, board members or employees who are compensated by an honorarium .

Definitions

Management/Supervisory team- the Management team is defined as full-time staff performing the position of Town Manager, Clerk, Treasurer, Public Works Manager, Fire Chief, Arena Supervisor or any other department formed after the implementation of this policy.

Work Week – the regular work week for Town employees shall be Sunday to Saturday

Regular Hours of Work – regular hours of work are defined as those hours scheduled by the Department Manager/Supervisor not to exceed 40 hours per week.

Emergency- situations caused by the forces of nature, an accident, an intentional act, or otherwise that constitutes a danger of major proportions to life, property or community safety.

Essential Services – those services that are essential to maintaining the health/safety of the community and/or Town employees or services required to meet legislative or Council directive.

Procedures

In lieu

- The Management/Supervisory team of the Town of Deseronto that are required at **all** Council meetings (Clerk, Treasurer and Town Manager) and are regularly required to work extra hours will receive an additional 70 hours' time in lieu of overtime pay. Unused lieu time will be eligible for payment at the end of the calendar year.
- All Lieu time must be utilized by the end of calendar year as the lieu time will be reset to nil at the end calendar year.
 - The only exception is if the lieu time occurred in the last 30 days of the year, then the employee will be granted 90 days in the following calendar year to utilize the lieu time.
- Newly hired Management/Supervisors will have their calendar year in-lieu entitlement pro-rated based on their percentage of year remaining at the time of hire.
- No employee shall be entitled to utilize more than 80 hours in lieu in a calendar year.

Overtime

- The Management/Supervisory team of the Town of Deseronto who are regularly required to work additional hours in excess of 40 hours per week due to emergency and/or essential service (Public Works Manager, Arena Supervisor) responsibilities will be granted allowance to bank up to 2 weeks (not more than 80 hours). This overtime/lieu time is to be taken at a time that is mutually accepted or is eligible for payment at the end of the calendar year.
- Overtime is **only** paid to employees who are required to perform tasks of emergency or essential service after regular hours of work.
- Overtime for all employees of the Town of Deseronto is not permitted during the period of May 1- October 15 unless the situation is an emergency or to perform an essential core service.
- Employees who intend to alter their working hours for purposes of lieu time must have their manager/supervisor's approval prior to doing so. Employees will be granted the equivalent hours in lieu of hours worked outside regular hours. This must be agreeable to both the employee and the Manager/Supervisor.
- Overtime will be compensated to an employee after 44 hours of work in a work week.

POLICY AND PROCEDURE MANUAL

- Managers/Supervisors who are regularly required to work after regular hours of work will be entitled to no more than 80 hours overtime in a calendar year.
- Employees shall be given the option to convert overtime worked to lieu time at a rate of 1.5 hours lieu for every hour overtime worked. This accumulation may not exceed 40 hours in a calendar year.

Review Cycle

This policy will be reviewed at least once per term of Council or as required due to legislative change.

No Smoke/Vaping and E-Smoking Policy

Reviewed Date	Once per term	Policy Number	Corp. H&S #
Revised Date	November 22, 2023	Approved Date	

Policy Statement

The Town of Deseronto supports the Smoke Free Ontario Act which regulates the smoking and vaping of tobacco and electronic cigarettes to protect people of Ontario, especially youth, from the harms of tobacco, the potential harms of vapour products and the harms of second-hand use of tobacco or vaping.

Application

This policy applies to all employees of the Town of Deseronto.

Procedures

Employee Compliance

- Employees shall comply with this policy by adhering to No Smoking/Vaping or E-Smoking in closed spaces or property owned by the Town. This includes, buildings, vehicles, public washrooms, covered shelters, and within 9 meters of any entrance or exit of a Municipal property or within 20 metres of outdoor sporting facilities/fields or public parks.
- Employees who do smoke, vape, or consume e-cigarettes are required to clean up any debris from the product and ensure that it's disposed of in a responsible and safe manner.
- Employees who contravene this policy will be subject to discipline in the form of a verbal, written reprimand with repeated non-compliance being subject to suspension and up to or including termination.

Review Cycle

This policy will be reviewed at least once per term of Council or as required due to legislative change.

Public and Town Designated Holidays

Reviewed Date	November 22, 2023	Policy Number	Corp. HR #
Revised Date		Approved Date	

Purpose

The purpose of this policy is to outline the parameters for all Town employees as it pertains to recognized and paid statutory holidays. This policy will provide for the approved days off as paid holidays, entitlement of paid holidays as well as provisions for employee alternatives when those days are on non-working days.

Application

This policy applies to all Town Staff, both who receive days off on designated holidays and those who are required to work and receive compensation for hours worked on designated holidays.

Definitions

Employment Standards Act(ESA), 2000 – the minimum standards for most employees within the Province of Ontario. It sets out the rights and responsibilities of the employees and employers in most Ontario workplaces.

Permanent Full Time Employee- An employee who is hired to work at least 35 hours per week without a predetermined end date of employment.

Permanent Part Time Employee- An employee who is hired to work on a part-time basis (less than 28 hours per week) with no pre-determined end date.

Public or Designated Holiday- Federal, provincial, or municipal identified days where employees receive a day off with pay, a day off in-lieu, or compensation in lieu of time off.

Seasonal Employee – An employee hired for a specific season i.e. grass cutting, Community Recreation Centre season, construction project etc. Upon the predetermined

POLICY AND PROCEDURE MANUAL

end date of the season, the employee's employment is terminated. Seasonal Employees are eligible to be rehired in future seasons without a competitive process on the condition that the rehire date is no more than 12 months after their last date worked.

Temporary Full Time Employee – An employee who is hired to work more than 35 hours per week and is intended to be terminated at a predetermined end date or project completion.

Designated Paid Holidays

The Town of Deseronto observes the following fourteen (14) days (some ½ days apply) as paid (public and Town designated) holidays for employees; plus, any other day proclaimed hereafter by the provincial government as a recognized additional paid holiday:

- New Year's Day (January 1)
- Family Day (3rd Monday of February)
- Good Friday (varies)
- Easter Monday (varies)
- Victoria Day (third Monday in May)
- Canada Day (July 1)
- Civic Day (first Monday in August)
- Labour Day (first Monday in September)
- Thanksgiving Day (second Monday in October)
- Remembrance Day (November 11, or the business day before or after that)
- Christmas Eve ½ day (Dec 24,)
- Christmas Day (December 25)
- Boxing Day (December 26)
- New Years Eve ½ day (Dec 31)

When a public holiday falls upon a working day for an employee, an employer may, with the agreement of the employee, substitute another working day for the holiday, which day shall not be later than the next annual vacation of the employee, and the day so substituted shall be deemed to be the public holiday.

If the holiday falls on a non-working day, a substitute day off in-lieu for the employee will be provided. This will be taken either the regular working day before or after the holiday or at a mutually agreeable time within the next three months.

If an employee works on a designated holiday, the employee will be paid in accordance with the Employment Standards Act a rate of time-and-one-half the regular rate for those hours worked, in addition to the employees pay (hours worked in last 20 working days /20) for that designated holiday.

Emergency/Essential Services

For employees who are required to provide Emergency or Essential services, the holiday is recognized on the date of the actual holiday, not the Town designated paid holiday.

Administrative Office Shutdown

Annually, the Deseronto Town Hall will be closed between Christmas Eve and New Year's Day. This closure is supported by a motion of Council each calendar year with the notice of closure being advertised on the Town's website, social media pages and on the door of Deseronto Town Hall.

Reimbursement of Job Specific Needs

Reviewed Date	November 22, 2023	Policy Number	Corp. Hr #
Revised Date		Approved Date	

Policy Statement

The Town of Deseronto, as an employer, is committed to ensuring that employees who are exposed to job-specific working conditions or position requirements are provided with the necessary attire, personal protective equipment, certifications and clothing to perform their duties while protecting health and safety and minimizing out-of-pocket expenses to the employee.

Application

This policy has been designed on a department by department basis to ensure job/department specific requirements are met. This policy applies to the positions/employees within the Town of Deseronto departments as identified throughout this policy.

Definitions

Public Works Staff- Employees who are employed with their primary function as an employee of the Public Works Department of the Town of Deseronto

Community Centre/Parks Staff- Employees who are employed with their primary function as an employee of the Community Centre/Parks of the Town of Deseronto.

Deseronto Transit Staff- Employees who are employed with their primary function as an employee of the Deseronto Transit with the Town of Deseronto.

Deseronto Volunteer Firefighters – Employees who are identified as a Volunteer Firefighter as their primary function as an employee to the Town of Deseronto.

Deseronto Crossing Guards- Employees who are employed with the Town of Deseronto as crossing guards as their primary function as an employee of the Town of Deseronto.

Procedures By Department

Public Works Staff

Protective Footwear - All Public Works Full time and/or Full time seasonal/contract employees are required to wear protective footwear to perform their position responsibilities and will be entitled to an annual Protective Boot Allowance in the following amounts:

- Full-time employees will be provided \$250.00 per year for reimbursement for protective footwear upon providing proof of purchase.
- Contract/Seasonal employees will be provided \$150.00 per year for reimbursement for protective footwear upon providing proof of purchase.

Uniform/Safety Clothing- All Public Works employees are required to wear protective high visibility clothing during traffic control or while working in close proximity to high traffic areas. Employees will be provided the following attire at the identified intervals:

- Five (5) - High visibility t-shirts – Annually
- Two (2)- Hooded High Visibility Sweatshirts - Annually
- One (1)- High Visibility Insulated jacket – As required.

Pants/Coveralls – In-lieu of the Town providing pants/coveralls, the Public Works employees will be permitted to receive reimbursement for up to 5 pairs of pants/coveralls to a maximum of \$200 per calendar year. This reimbursement will be provided upon providing proof of purchase.

Community Centre/Parks Staff

Protective Footwear - All Community Centre/Parks part time employees are required to wear protective footwear to perform their position responsibilities and will be entitled to an annual Protective Boot Allowance in the following amounts:

- Part time/Contract/Seasonal employees will be provided \$150.00 per year for reimbursement for protective footwear upon providing proof of purchase

Deseronto Transit Staff

Protective Footwear - All Deseronto Transit part time employees are required to wear protective footwear to perform their position responsibilities and will be entitled to an annual Protective Boot Allowance in the following amounts:

POLICY AND PROCEDURE MANUAL

- Transit Part-time employees will be provided \$150.00 per year for reimbursement for protective footwear upon providing proof of purchase

Deseronto Fire Department

Medical Examination Reimbursement – All Deseronto Volunteer Firefighters are required to complete a medical examination to obtain/renew their Class DZ Licence and will be reimbursed by the Town of Deseronto upon providing proof of payment with the following upset limit:

- Deseronto Volunteer firefighters will be provided up to \$150 every 5 years for reimbursement of medical examinations.

DZ Licence Fee- All Deseronto Volunteer Firefighters who are required to obtain a DZ Class licence by the Deseronto Fire Department will be reimbursed upon successfully obtaining their Class DZ Licence. The costs associated with the technical/written testing by the Ministry of Transportation will be reimbursed by the Town of Deseronto upon providing proof of payment with the following upset limit:

- Deseronto Volunteer Firefighters will be provided up to \$225.00 as a one-time reimbursement of expenses for obtaining their Class DZ Licence. This is the equivalent of the Ministry of Transportation testing fee of \$125.00 (2023) and one (1) re-write fee of \$100.00.

Crossing Guards

Uniform/Safety Clothing- Crossing Guards are required to wear protective high visibility clothing during traffic control due to working in high traffic areas. Employees will be provided the following attire at the identified intervals:

- One (1)- High Visibility Insulated jacket – As required.

Review Cycle

This policy will be reviewed at least once per term of Council or as required due to legislative change.

Vacation Policy

Reviewed Date	November 22, 2023	Policy Number	Corp. Hr #
Revised Date		Approved Date	

Purpose

The Town of Deseronto recognizes the value of time away from the position to maintain work/life balance. The Town of Deseronto complies with and on occasion exceeds the Employment Standards Act as it pertains to employee vacation entitlement.

Application

This policy applies to all staff of the Town of Deseronto who are entitled to time off in lieu of accumulated vacation based on years of service.

Definitions

Permanent Full Time Employee- An employee who is hired to work at least 35 hours per week without a predetermined end date.

Permanent Part Time Employee- An employee who is hired to work on a part-time basis (less than 28 hours per week) with no pre-determined end date.

Contract/Seasonal Employee – An employee hired for a specific season/term i.e. grass cutting, Community Recreation Centre season, construction project etc. Upon the predetermined end date of the season, the employee’s employment is terminated.

Temporary Full Time Employee – An Employee who is hired to work at least 35 hours per week and is intended to be terminated at a predetermined end date or project completion.

Procedures

Employees with the Town of Deseronto are entitled to vacation based on their terms of employment status and employment contract details.

Full Time Permanent – Annual entitlement of Paid days off based on their years of service

POLICY AND PROCEDURE MANUAL

Temporary or Seasonal Full Time and Part Time– Vacation entitlement in accordance with the ESA or the employee’s employment contract is to be paid out in each bi-weekly time period*.

*Employees may request this amount to be banked and paid out upon written request with their submitted timesheet. Any outstanding vacation pay owed to an employee will be paid out in the last payroll run of the calendar year.

Policy Entitlement

The following are the entitlements and how that compensation/time off is approved.

For full time employees, vacation is granted to the employee at the greater rate of benefit between the employee contract and this policy based on the following chart:

Less than one (1) year of service	Per Employment Standards or employee contract.
One (1) year of service but less than three (3) years by qualifying date	Ten (10) Working Days
Three (3) years of service but less than five (5) years by qualifying date	Fifteen (15) Working Days
Five (5) years of service but less than Fifteen (15) year by qualifying date	Twenty (20) Working Days
Fifteen (15) years of service but less than Twenty (20) by qualifying date	Twenty-five (25) Working Days
Twenty(20) years or greater of service by qualifying date	Thirty (30) Working Days

- a) The Town of Deseronto Vacation Calendar year is January 1 – December 31 each year.
- b) When an employee commences their employment, vacation is prorated according to the employees start date and the portion of the calendar year which remains.

POLICY AND PROCEDURE MANUAL

- c) Vacation entitlement for employees who transition from Part time, Contract/Seasonal/Project/Temporary to full time permanent, for the purposes of vacation entitlement, will be calculated from the Employee's original date of hire to a full-time position.
- d) Vacation is accrued by the employee on a bi-weekly basis. Employees who leave their employment with the Town and have a surplus or deficit in their vacation accrual will have the balance reconciled as of the last date worked.
- e) For employees hired into supervisory or manager roles, additional vacation entitlement may be contracted other than what is included in this policy. If an employee is granted more than the minimum, the employee will be granted an exemption for the corresponding number of years of service. i.e. if an employee starts with 4 weeks' vacation, their years of service will begin at 5 years requiring 10 more years worked before graduating to an additional year's vacation.
- f) No employee is permitted to take more than 2 consecutive weeks of vacation off at one time without their Department head and/or the Town Manager's written authorization.
- g) Employees should refrain from confirming vacation plans until authorization is received in writing from their respective supervisor.
- h) No more than 2 weeks' vacation may be carried over in a calendar year.
(Conditional upon terms and approval under subsection I)
- I) Requests for carry over vacation must be submitted in writing to the department head by November 1 of the calendar year. This request requires both the department head and Town Managers' approval.
- j) The Town reserves the right to mandate an employee to utilize their vacation prior to the end of the year. This may be done by scheduling vacation days on the part of the employee if these dates are not booked by November 1 each calendar year.
- h) Employees must submit their request for vacation to their Department head for written approval. Approval will be granted based on departmental needs and ability to accommodate the request.
- i) A request for vacation with at least 30 days' notice is to be approved by the Department Manager unless there are operational reasons why the request cannot be accommodated.
- j) If the death of a family member occurs during an employee's vacation, the employee will be granted bereavement leave with pay and the Vacation will be restored.

POLICY AND PROCEDURE MANUAL

Vacation for Part time, Seasonal, Contract, Temporary/Casual and Student Employees

1. Employees will receive four percent (4%) vacation pay, increasing to six percent (6%) vacation pay after working five consecutive (5) years for the Town (without a break in employment i.e issuance of a Record of Employment), as a part of his or her regular direct deposit every two weeks.

Review Cycle

This policy will be reviewed at minimum once per term of Council and as required for legislative changes.



TOWN OF DESERONTO STAFF REPORT

Report Date: ***December 13, 2023***
Entitled: ***Snow Removal Signage***
Recipient: ***Council***
Submitted by: ***G. Maracle, Clerk***

STAFF RECOMMENDATION

THAT Council receive the Snow Removal Signage report

BACKGROUND

The Streets Department sometimes experience difficulty removing snow banks, as vehicles are parked along the side of the road. At the November 8, 2023 Council meeting, Council requested that staff look into the signage that the City of Ottawa uses to inform residents that a particular street will have its' snow banks removed.

OVERVIEW/ANALYSIS

Staff contacted the Ottawa Roads Department and inquired as to the type of snow removal notification signage that they use. The Roads Department replied that they do not use snow removal signage with words. The only ones that they put out when doing removal were designed by their internal print shop, and then quotes were obtained. Pictures have been attached.

FINANCIAL IMPACT

The cost of the signs would be minimal. The cost of the lumber to construct portable signs would be the greater cost.

IN CONSULTATION WITH

ATTACHMENTS

3 signage pictures

19:00-07:00



07:00-19:00



24:00-07:00





TOWN OF DESERONTO STAFF REPORT

Report Date: ***December 13, 2023***
Entitled: ***Fireproof Safe Approval***
Recipient: ***Council***
Submitted by: ***Mora Nicholls***

STAFF RECOMMENDATION

THAT Council authorize staff to purchase the fireproof safe from Anchor Safe & Lock Ltd in the amount of \$2,890.39 (taxes included).

BACKGROUND

Around the last week of September staff had an issue opening the vault as, the tumbler in the dial had slipped. Staff eventually were able to get into the vault but were nervous to lock it again until we had a safe company come look at it. We called in Anchor Safe and Lock Ltd from Kingston to look at it. They took a couple of days to come do this job and were able to repair it for us. Last week the same issue happened again, and we were not successful in opening the vault. As this was an emergency, because we could not conduct regular business, the safe company came the same day. Again, they were able to get the dial working, but did have to change part of the combination. They suggested that since the dial was so old, it probably should be replaced. It was recommended that since the cost to replace the dial would be quite expensive; that we might want to consider a fireproof safe that we could put inside the vault and have anchored to the floor or wall. Anchor would then disable the dial, so it doesn't get locked by accident.

OVERVIEW/ANALYSIS

As this matter is a time sensitive issue, staff would recommend that Council consider approving the purchase of the fireproof safe in the 2023 budget. Staff have found room for this expense in the Administration Equipment Additions line.

Staff did get three quotes for a fireproof safe as per our procurement policy, and Anchor Safe & Lock Ltd was the best price and they are local.

FINANCIAL IMPACT

The total expense is \$2,890.39.

IN CONSULTATION WITH

Town Manager- Bryan Brooks

Clerk- Gail Maracle

ATTACHMENTS

BY-Law Enforcement Services Board Report 2023

November 2023 CALL REPORT	DES	MADOC	S/R	TWEED	TYN	TOTAL
Property Standards	3	0	2	5	1	11
Zoning	1	0	3	4	1	9
Noise	0	0	0	0	0	0
Parking Complaints	1	0	3	1	0	5
Parking Patrol (In Vehicle)	19	0	11	11	0	41
Parking Patrol (On Foot)	2	0	2	3	0	7
Animal	1	0	5	1	1	8
Miscellaneous	2	4	1	4	1	12
Frivolous	1	0	1	0	0	2
Inter-Departmental Assistance	0	0	0	0	0	0
Cannabis	0	0	0	0	0	0
Court	0	0	0	0	0	0
Totals	30	4	28	29	4	95

YEAR-TO-DATE CALL TOTALS	DES	MADOC	S/R	TW	TYN	TOTAL
Property Standards	28	10	37	43	12	130
Zoning	7	7	23	31	9	77
Noise	1	3	9	4	5	22
Parking Complaints	4	1	11	3	0	19
Parking Patrol (In Vehicle)	67	0	58	52	3	180
Parking Patrol (On Foot)	10	0	11	7	0	28
Animal	6	3	10	12	14	45
Miscellaneous	10	10	12	18	14	64
Frivolous	4	1	3	7	0	15
Inter-Departmental Assistance	1	1	3	1	0	6
Cannabis	0	0	0	0	0	0
Court	0	0	0	0	0	0
Totals	138	36	177	178	57	586

YEAR-TO-DATE HOUR TOTALS	DES	MADOC	S/R	TW	TYN	TOTAL
JANUARY	19	12	41	41.5	32	145.50
FEBRUARY	18	12	52	50	31	163.00
MARCH	20	33	52	53	32	190.00
APRIL	12	8	38	28	16	102.00
MAY	20	20	60	64	37	201.00
JUNE	28	32	60	64	44	228.00
JULY	34.75	38.75	88	92	34.5	288.00
AUGUST	50	52.75	96.5	122	45.25	366.50
SEPTEMBER	43.75	44.75	76.5	117	39.75	321.75
OCTOBER	47.25	49.75	108.25	96.25	42.25	343.75
NOVEMBER	48	46.5	101.75	111	47.25	354.50
DECEMBER	0	0	0	0	0	0.00
	340.75	349.5	774	838.75	401	2704.00

YEAR-TO-DATE ACTUAL	DES	MADOC	S/R	TW	TYN
\$179,197.69	\$22,581.96	\$23,161.83	\$51,294.01	\$55,585.08	\$26,574.81

**Building Inspection Services Board Meeting Minutes
Council Chambers
Thursday, September 28, 2023 @ 1:30 PM**

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

Members Absent:

Staff Present: Tonia Bennett, CAO-Clerk
Tracey Krolicki, Municipal Management Assistant
Roxanne Hearn, CAO/Treasurer
Carla Preston, CAO
Gloria Raybone, CAO/Treasurer
Richard Cook, CBO

Staff Absent: Amanda Cox Clerk-Administrator
Gail Maracle Clerk
Skylor Genereaux DCBO

1. Call to Order

The Chairman called the meeting to order at 1:30pm.

2. Adoption of Agenda

2.1. Building Inspection Services Board Agenda - September 28, 2023

Resolution #1

Moved by Member Claire Kennelly
Seconded by Member Larry Rollins

That the agenda for the Building Inspection Services Board meeting held on September 28, 2023 be adopted as presented.

Carried

3. Disclosure of Interest

4. Delegations / Presentations

- 4.1. Request for Review of Building Permit Fee Cost (Jeff, Carla, Mallory and Andrew Haigh)

Resolution #2

Moved by Member Larry Rollins
Seconded by Member Peter Valiquette

That the deputation from Jeff, Carla, Mallory and Andrew Haigh regarding a request for review of their building permit fee cost be received.

Carried

- 4.2. Cost of Permit for Hop House (Randy Li and Ben Buxton)

Resolution #3

Moved by Member Claire Kennelly
Seconded by Member Peter Valiquette

That the deputation from Randy Li and Ben Buxton regarding the cost of the permit for a Hop House be received.

Carried

Resolution #4

Moved by Member Peter Valiquette
Seconded by Member Claire Kennelly

That the Board directs Staff to review permit costs for Haigh and Li and report back at a future meeting.

Carried

5. Minutes of Previous Meeting

- 5.1. Building Inspection Services Board Minutes - April 27, 2023

Resolution #5

Moved by Member Norm Clark
Seconded by Member Larry Rollins

That the minutes of the Building Inspection Services Board meeting held on April 27, 2023 be adopted as presented.

Carried

6. Staff Reports

6.1. Chief Building Official's Report September 28, 2023

Resolution #6

Moved by Member Claire Kennelly
Seconded by Member Peter Valiquette

That the Chief Building Official's Report of September 28, 2023 be received.

Carried

6.2. Building Inspection Services Board Report to August 2023

Resolution #7

Moved by Member Larry Rollins
Seconded by Member Claire Kennelly

That the Building Inspection Services Board Report to August 2023 be received.

Carried

6.3. Statement of Revenue and Expenditures

Resolution #8

Moved by Member Larry Rollins
Seconded by Member Ron Derry

That the Statement of Revenue and Expenditures ending August 31, 2023 be received.

Carried

6.4. Report - Request for Additional Vehicle

Resolution #9

Moved by Member Peter Valiquette
Seconded by Member Norm Clark

That the report from the Chief Building Official requesting another vehicle be received; and further

That the Board does accept to purchase a FORD SUV

Carried

7. Correspondence / Information

7.1. For Discussion - Request from Wollaston Township to join the Building Inspection Services Board

7.2. For Discussion - Request from Faraday Township to join the Building Inspection Services Board

Resolution #10

Moved by Member Claire Kennelly
Seconded by Member Peter Valiquette

That the Board directs Staff to prepare a financial report to reflect cost increase to add additional Municipalities and bring back to a future meeting.

Carried

8. Adjournment

The meeting was adjourned at 2:18 pm.

**By-law Enforcement Services Board Meeting Minutes
Council Chambers
Thursday, September 28, 2023 @ 1:30 PM**

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

Members Absent:

Staff Present: Tracey Krolicki, Municipal Management Assistant
Kevin Gauthier, By-law Enforcement Officer
Roxanne Hearn, CAO/Treasurer
Carla Preston, CAO
Gloria Raybone, CAO/Treasurer

Staff Absent: Amanda Cox Clerk-Administrator
Gail Maracle Clerk

1. Call to Order

The Chairman called the meeting to order at 2:23 pm.

2. Adoption of Agenda

2.1. September 28, 2023 By-law Enforcement Services Board Agenda

Resolution #1

Moved by Member Claire Kennelly
Seconded by Member Norm Clark

That the agenda for the By-law Enforcement Services Board meeting held on September 28, 2023 be adopted as presented.

Carried

3. Disclosure of Interest

none

4. Approval of Minutes

4.1. By-law Enforcement Services Board Minutes - April 27, 2023

Resolution #2

Moved by Member Norm Clark
Seconded by Mayor Bob Mullin

That the minutes of the By-law Enforcement Services Board meeting held on April 27, 2023 be adopted as presented.

Carried

5. Correspondence / Information

5.1. By-law Officer's Report - April to August 2023

Resolution #3

Moved by Member Norm Clark
Seconded by Member Peter Valiquette

That the By-Law Officer's Report for April to August 2023 be received.

Carried

5.2. Statement of Revenue and Expenditures - Ending August 31, 2023

Resolution #4

Moved by Mayor Bob Mullin
Seconded by Member Norm Clark

That the Statement of Revenue and Expenditures ending August 31, 2023 be received.

Carried

5.3. For Discussion - Request from the Township of Wollaston to join the By-law Enforcement Services Board

5.4. For Discussion - Request from the Township of Faraday to join the By-law Enforcement Services Board

Resolution #5

Moved by Member Claire Kennelly
Seconded by Member Norm Clark

That the Board directs Staff to prepare a financial report that would reflect the additional costs to add additional Municipalities and bring back to a future meeting.

Carried

6. Adjournment

The meeting was adjourned at 2:55 pm.



COWLE LAW

BARRISTERS AND SOLICITORS

L. Bruce Cowle, B. Comm. (Hons.) LL.B
W. Alexander K. Cowle, B.Sc. (Hons.) J.D.
Natasha C. Cowle, B.A. (Hons.) J.D.

December 1, 2023

Town of Deseronto
331 Main Street,
Deseronto, ON
K0K 1X0
Attn: Bryan Brooks, CAO

Dear Sir:

Re: Morgan, Gerald and Jean – Lot Addition Severance File B115/23

As discussed, our clients have a boundary adjustment severance which was approved yesterday by the County with a condition for ensuring the public road in front of the severed and retained parcels was at least 33 ft from the centre of the road – in this case Mill Street.

The lot from which the lot addition is being severed pre-dated the Town Plan 243 dated 1882, a copy of which is attached. It is known as the Maricle Lot and projects into Mill Street as shown on the draft survey. The road width request from the Town would result in the loss of approximately one-fifth of the Morgan's land area and thus, we request that the Town withdraw this request since it would result in such a loss of private lands which the Town has not require all these many years. The boundary adjustment is necessary due to a long existing structure and driveway straddling the property line and a sale from the estate of the present owner is required and no new development is taking place.

Kindly convey this request to Council and feel free to contact me should there be any questions or concerns.

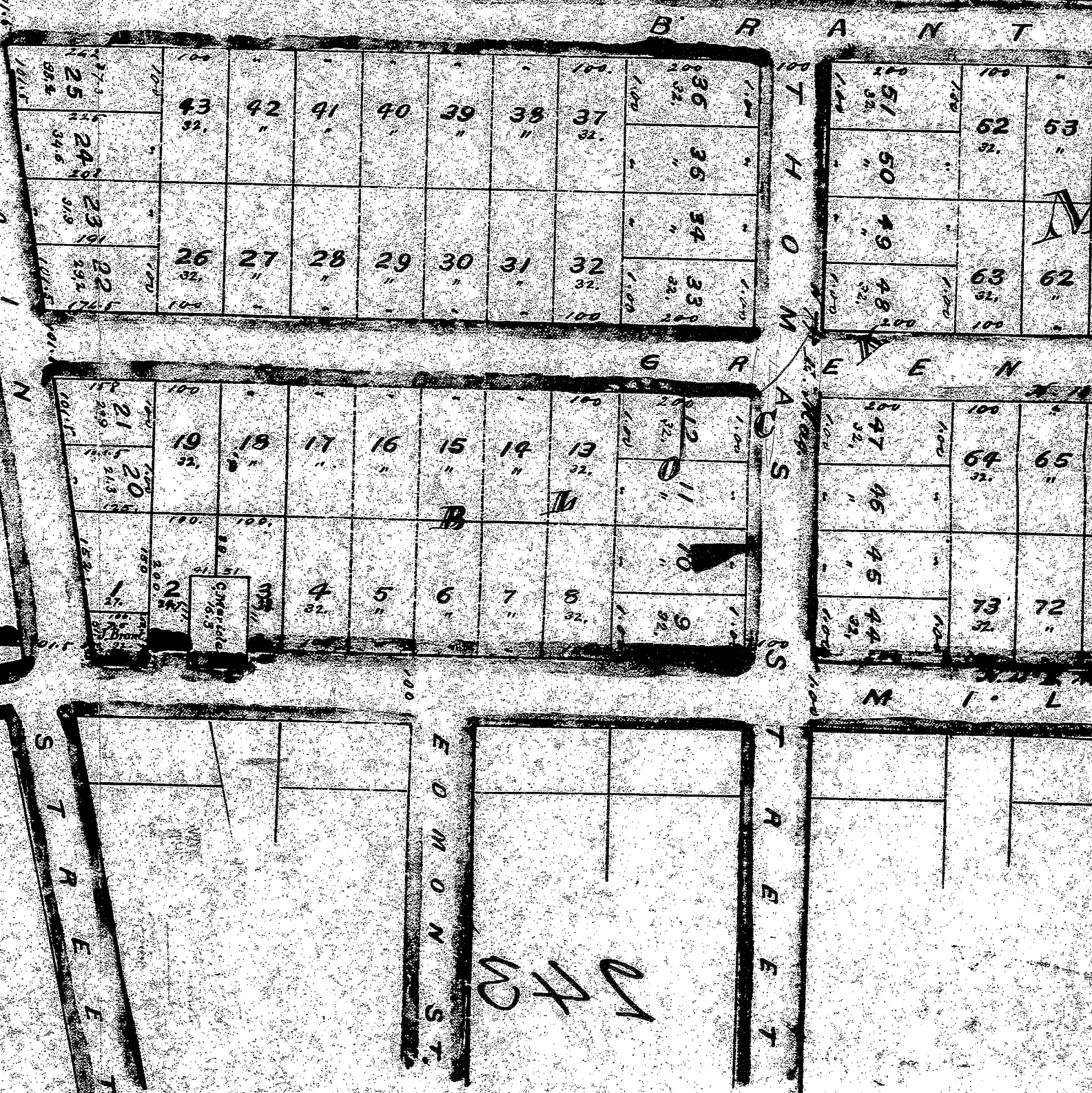
Yours very truly,

COWLE LAW

L. Bruce Cowle
bruce@napaneelawyer.com

County of Washington
 D.C. hereby certify that
 this plan was lodged
 with me and deposited in the office
 on the 18th day of March 1886
 at number 243
 J. M. Gordon
 Notary Public

Line between Lots 37 & 38 Eleven links





PRESS RELEASE

The Corporation of the County of Hastings

Contacts:
Bob Mullin, Warden
Connor Dorey, CAO

FOR IMMEDIATE RELEASE

November 30, 2023

Media Release

Hastings County's 2024-2026 Strategic Plan

In today's Council meeting, Hastings County Council approved a new Strategic Plan for the organization which will serve as a comprehensive roadmap for the future of Hastings County. To build a strategic plan that was collaborative with the community, Hastings County engaged residents, businesses, members of Council, and staff to hear their vision, knowledge, priorities, and goals for the County and the critical services we provide to our residents.

Hastings County's process identified four pillars that are the foundation of the 2024-2026 Strategic Plan. Over the next three years, Hastings County's priority is fostering healthy, vibrant, connected, and sustainable communities. The four pillars align with strategic goals, objectives, and actions that will support Hastings County in fulfilling its mission and vision.

"Now, more than ever we are committed to *Supporting People and Our Communities* and reaching our vision. Hastings County is confident in the strong and innovative plan we have produced. Together, we look forward to working and collaborating on a shared vision for our future to ensure Hastings County is a great place to work and live," said Bob Mullin, Warden.

"I am honored to present the Strategic Plan on behalf of Hastings County administration. I would like to express my appreciation to everyone who provided valuable feedback that was instrumental in establishing the pillars and objectives that form the foundation of the plan. Our team is dedicated to fulfilling our mission and vision, and this Strategic Plan will ensure that we are well-positioned to support our people and communities for the next three years and beyond." - Connor Dorey, CAO

Moving forward, the plan will serve as a guiding document to align operational objectives and actions. Hastings County Council will be kept updated on the progress through reporting and on the implementation of the strategic pillars, goals, objectives, and actions.

[Hastings County's 2024-2026 Strategic Plan](#)

For more information contact:

Bob Mullin, Warden
613-966-1311 ext. 3203
warden@hastingscounty.com

Connor Dorey, CAO
613-966-1311 ext. 3204
doreyc@hastingscounty.com

**THE CORPORATION OF THE TOWN OF DESERONTO
BY LAW # XX-2023**

BEING A BY LAW TO APPROVE AND AUTHORIZE THE EXECUTION OF THE AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF DESERONTO AND HASTINGS COUNTY EMERGENCY SERVICES TO PERMIT THE DESERONTO FIRE DEPARTMENT TO RESPOND TO MEDICAL EMERGENCIES.

NOW THEREFORE the Council of the Corporation of the Town of Deseronto **ENACTS AS FOLLOWS:**

1. **THAT** the Agreement between the Town of Deseronto and Hastings County attached thereto as Schedule "A" is hereby approved.
2. **THAT** the Clerk shall and is hereby authorized, directed and empowered to execute the said agreement on behalf of the Town of Deseronto and affix the corporate seal.
3. **THAT** the Agreement, attached as Schedule "A", hereto becomes part of this bylaw.
4. **THAT** this by-law shall be deemed to have come into force and take affect this 13th day of December 2023.

Read a first and second time this 13th day of December, 2023.

Read a third time and passed this 13th day of December, 2023.

MAYOR

CLERK

TIERED RESPONSE
MEMORANDUM OF UNDERSTANDING

Introduction:

The County of Hastings and the member municipalities within including Prince Edward County, the Cities of Belleville and Quinte West support the implementation of formal response agreements between emergency services. Such written agreements provide a framework for cooperation and coordination of emergency services on a local level. The coordination of public safety is a teamwork approach that helps improve upon the response to specified emergency situations and overall level of public safety. This agreement will be called the Tiered Response Agreement (TRA) herein and includes criteria where shared services could improve health outcomes through the timeliness of the response.

Purpose:

The purpose of this agreement is to ensure that emergency services respond to emergencies where either a coordinated response is needed and/or the nature of the emergency requires the quickest available response as identified by the Tiered Response Criteria.

This agreement is used in the context of routine emergency calls. Larger scale incidents are dealt with in the context of Emergency & Disaster Planning.

Background:

Response agreements are recognized internationally as an effective method coordinating public safety agencies to provide rapid first response assistance to the public in a timely and efficient manner. The emergency response agreement endeavors to send the most appropriate emergency response agency with consideration of time, training and equipment, to render assistance at the scene of an emergency incident with the understanding that the primary response agency may not arrive first.

Such agreements represent a formal, written accord negotiated between two or more public safety agencies.

When the agencies agree on the terms of this Agreement, it is up to their respective dispatch centres to implement the agreement. In the case of Hastings-Quinte Paramedic Services (HQPS), the Ministry of Health, Emergency Health Services Branch (EHSB) contracts these services to Kingston Health Sciences Centre, Central Ambulance Communication Centre (CACC). This agreement will be forwarded to both the MOH EHSB and CACC with instructions to include it as part of the HQPS Deployment plan. This will be done with the understanding that it can be integrated into the CACC operating policies. This approach is identified as the method to be used by EHSB.

Guiding Principles:

In an effort to safely and efficiently mitigate life threatening/public safety incidents, effective coordination of emergency services is needed to ensure the timely notification of trained and equipped personnel and resources.

This agreement outlines the agreed upon notification criteria of respective agencies relative to incident/emergency type. Agencies make their own decisions on whether or not to respond based on circumstances at the time of the notification.

Recognizing that all response agencies do not have similar expertise in each other's primary fields, it is incumbent upon the participants of such agreement to ensure that service delivery is relative to public safety and included in this agreement.

Administration:

This agreement will be reviewed annually at minimum or when any agency indicates their desire to make changes.

Direction to enter into this agreement originates from the respective councils of the participants. Each noted agency has the responsibility to inform their Council of changes or updates to the TRA.

Emergency Response General

Time Synchronization:

All agencies are to make efforts to keep their time referencing devices synchronized. Updates should occur once per week via the National Research Council in Ottawa at (613) 745-1576 or via NRC web site or via Kingston CACC.

Updates:

First arriving agencies and/or dispatch centres should update other responding agencies as soon as possible with any hazards or other details pertinent to the emergency.

For the criteria below first response agencies will not stand down the ambulance prior to the ambulance arrival. Note: first arriving agencies may request other responding agencies to continue with response.

Medical Aid Emergency Response

Despite the agreement of the parties herein, the implementation of emergency response notifications outlined in this agreement may be modified as a result of Ministry of Health, or Hastings-Quinte Paramedic Services during events such as SARS, pandemic, or other circumstances. Such modifications will not expand the types of calls responded to by the agencies and may result in temporary suspension of the agreement until the event is over.

Hastings-Quinte Paramedic Services agrees to provide such decisions in writing to the Fire Chiefs of each partner agency.

Responding Agency Responsibilities:

Agencies indicating their preference to enter into this Agreement do so with the understanding:

- That there is no financial reimbursement by one responding agency to the other responding agencies and
- They are responsible to ensure staff have valid certifications as outlined within the Terms and Conditions.

Infection Prevention and Control for First Responders:

It is extremely important that responding agencies and individual responders exercise diligence in the area of infection control. This protects the patients as well as the responders from carrying transmitting or contracting communicable disease. Many patients requiring medical responses are vulnerable due to weakened immune systems and can be at higher risk for increased illness and death as a result of communicable diseases such as influenza. It is therefore indicated that an infection control practice standard be established and adhered to. This will increase public and responder safety and raise the standard of patient care for all patients who call for emergency response in Hastings County.

This standard is consistent with that mandated by the Ministry of Health. It is used by paramedic Services across Ontario

Patient Confidentiality:

All information pertaining to patient identity and condition is to only be shared with personnel within the circle of care for the purpose of provision/transference of care or for the purposes of required reporting for quality assurance activities. No such information is to be shared for any other purposes unless required to by overriding mechanism such as subpoena. This practice is consistent with PHIPA and MFIPPA requirements that are followed by paramedic and other health care personnel with a view to respecting and safeguarding patients' private health information.

Medical Supplies:

On Scene exchange of disposable medical supplies may take place if the item is deemed compatible with Hastings-Quinte Paramedic Services' requirements and time permits.

Items that must be procured by individual response agencies and will not be exchanged include:

- PPE supplies
- Medications

Responder Assistance En-Route to Medical Facility:

Paramedics may at their discretion request responders to assist with the patient care en-route to the medical facility. Response agencies are free to set their own policies with respect to the provision of such assistance. Should the responder accompany paramedics to the medical facility, HQPS is not responsible for return transportation.

Hastings County

Tiered Response Agreement



1. County Emergency Response Program

This Plan sets out the Notification, Activation and Response Criteria for local agencies participating in the Emergency Response Program for Hastings County.

2. County Criteria for Notification of Allied Agencies

This letter of agreement between The Corporation of the County of Hastings operating as Hastings-Quinte Paramedic Services and partnering authorizes the activation of the "Tiered Response Criteria" as outlined below.

LIFE THREATENING EMERGENCY:

Responding agencies shall be notified following CACC committal or information update to a call for the following condition:

Absence of Breathing
Unconscious Patient
Airway Obstruction
Vital Signs Absent
All Motor Vehicle Accidents Prioritized as code 4

Exclusion criteria is where the instructions are at a Long-term Care Facility or correctional institution.

3. System Notification/Activation

The effectiveness of the medical response programs is dependent upon prompt notification of participating agencies and the activation of the appropriate emergency response unit, regardless of agency affiliation. Fire Dispatch Centres shall be notified within **(1) one minute** of call committal 90% of the time or greater.

This agreement recognizes that the participating agency may not be able to respond when occupied with another emergency or for any other reason as determined by their senior on-duty officer.

Participants adjusting their defined response areas must notify in writing to the Director of Emergency Services for Hastings County.

Agencies participating in this agreement will be notified by means of the most efficient and effective method available, in accordance with the Emergency Response Criteria and other such applicable governing Policies and Legislation.

4. Terms and Conditions

Participating agencies shall

1. Ensure that all personnel have been trained and certified, by a credible agency in Standard First Aid, CPR and Automatic External Defibrillation.
2. All defibrillators maintained in accordance to manufactures recommendations.
3. The following PPE must be available and utilized when required:
 - (a) Routine hand hygiene,
 - (b) Wearing of disposable gloves,
 - (c) At a minimum the use of fluid resistant particulate respirator masks designed to filter airborne particles. (ie disposable N95)

All Parties agree that upon request they will provide documentation detailing all emergency responses for a given period.

The Hastings Quinte Paramedic Services will not financially reimburse local agencies for participating in the agreement; however, will exchange disposable medical supplies as outlined in the conditions.

5. Dispute/Issue Arbitration

Concerns/Issues arising between the parties to this agreement shall be ~~in~~ in writing addressed to the Director of Emergency Services for Hastings County,

- Incidents and/or issues shall be documented stating the time, date, location and all parties involved.
- The problem and/or issue shall be clearly stated.

6. Termination

Written notification must be sent to either agency regarding termination giving 90 days' notice. There may be a temporary suspension of the agreement by Hastings-Quinte Paramedic Services in regard to health emergencies such as SARS, pandemic, or other circumstances.

This agreement may be renewed every four years.

7. Terms and Conditions

Fire Emergencies and Rescues shall take precedent over request for medical tiered response notifications. No liability shall be incurred by any Participant or Fire Chief for failing to respond to a tiered response request.

8. Authorization

By authorized signature each partner agency agrees to adhere the criteria as set out within this agreement.

Municipality

Hastings County

THE CORPORATION OF THE TOWN OF DESERONTO

BY-LAW XX-2023

BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF HASTINGS UNDER THE COMMUNITY HOMELESSNESS PREVENTION INITIATIVE (CHPI) FUNDED BY THE MINISTRY OF HOUSING FOR AN ANNUAL GRANT OF \$25,200

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 The County of Hastings for the purpose of assisting with funding for the Deseronto Transit;

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

1. That the Council authorizes the Mayor and Treasurer to sign an agreement with The County of Hastings for the purpose of assisting with funding for the Deseronto Transit;
2. That the Town of Deseronto agrees to utilize the funding as set out in the Service contract as outlined in the agreement;
3. 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, a second and third time and finally passed on this 13th day of December 2023.

MAYOR

CLERK

**TOWN OF DESERONTO
SERVICE AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") made in duplicates as of the 7th Day of December 2023.

BETWEEN:

THE CORPORATION OF THE COUNTY OF HASTINGS

(Referred to as "THE COUNTY")

AND:

TOWN OF DESERONTO

(Referred to as "TOWN OF DESERONTO")

WHEREAS the THE MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING announced that Hastings County has received \$6,142,600 million dollars through the provincial Homelessness Prevention Program;

WHEREAS THE COUNTY allocates a portion of funding to community organizations that deliver tailored programs and services that support vulnerable individuals and families who are at-risk of becoming homeless and/or experiencing homelessness, and improve access to suitable and flexible program support services based on people's individual needs;

WHEREAS THE COUNTY and TOWN OF DESERONTO wish to enter into an Agreement in writing under the Homelessness Prevention Program (HPP) funded by the Ministry of Municipal Affairs and Housing (MMAH);

WHEREAS TOWN OF DESERONTO will carry out the project as described in Annex B.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITIONS

In this Agreement,

- 1.1 AUTHORIZED REPRESENTATIVES** means an individual who has the legal authorization to act on behalf of the party.
- 1.2 BUSINESS DAY** shall mean a day on which THE COUNTY and TOWN OF DESERONTO offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada.
- 1.3 CALENDAR DAYS** shall mean all days in a month, including weekends and holidays.
- 1.4 HOMELESSNESS PREVENTION PROGRAM (HPP)** is a 100 per cent provincially funded outcomes-based program that aims to prevent and end homelessness by improving access to adequate, suitable, and affordable housing and homelessness services for people experiencing homelessness and for people at-risk of homelessness.
- 1.5 ELIGIBLE PROJECT COSTS** means those costs allowable under the HPP program guidelines which TOWN OF DESERONTO has outlined in the revised project budget attached as Annex A to this Agreement.
- 1.6 GEOGRAPHIC AREA** means the geographic area covered by the incorporated entity of Hastings County.

1.7 "PARTNERS", "PARTNER" OR "PARTNERSHIP" wherever used in this Agreement are intended to emphasize the cooperative nature of a relationship. The parties to the referenced agreements have agreed that they are not partners in the strict legal sense. The acts of one party will not in any way bind the second party, the parties share no expectation of profit and no joint or several liability is created as a result of any agreement signed between the parties.

1.8 PERSONNEL includes volunteers, permanent employees and contract employees of TOWN OF DESERONTO.

1.9 SERVICES wherever used in this Agreement are referred to as the programs and services provided under HPP.

2.0 PURPOSE

2.1 The purpose of this Agreement is to establish the terms of agreement between TOWN OF DESERONTO and THE COUNTY for HPP programs and services (referred to as the **Services**), as detailed within this Agreement. These Services will be provided to THE COUNTY in accordance with the following:

2.1.1 this Agreement;

2.1.2 the following Annexes which form a part of this Agreement;

Annex A: Budget Schedule

Annex B: Service Description Schedule

Annex C: Data Reporting Requirements

Annex D: Homeless Individuals and Families Information System (HIFIS)

3.0 Term and Termination

3.1 Term - This Agreement shall come into force on January 1, 2024 and terminate on December 31, 2024 (the "Term").

3.2 Either party may terminate the Agreement for any reason and at any time upon providing sixty (60) days written notice.

3.3 Notwithstanding any other provision in the Agreement, THE COUNTY reserves the right to terminate the Agreement immediately upon written notice to TOWN OF DESERONTO if:

3.3.1 TOWN OF DESERONTO is adjudged bankrupt or makes a general assignment for the benefit of its creditors;

3.3.2 A receiver is appointed on account of TOWN OF DESERONTO insolvency.

3.4 Effect of Termination - Rights of THE COUNTY- THE COUNTY will not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the Agreement or otherwise at law. THE COUNTY shall only be responsible for the payment for Services which are funded by THE COUNTY and which have been completed up to and including the effective date of any such termination with the exception of annual Administration and Program Costs up to and including the year of Termination. Any disbursed expenses program benefits will be reimbursed on a pro rata basis up to and including the month of termination. Termination shall not relieve TOWN OF DESERONTO from TOWN OF DESERONTO warranties and other responsibilities relating to the Provision of the Service or money paid, or both, up to and including the date of termination.

3.5 Termination - Duties of TOWN OF DESERONTO - Upon termination, TOWN OF DESERONTO shall, at a minimum, in addition to other provisions in this Agreement disclose to THE COUNTY the current state of the Service at the date of termination and provide to THE COUNTY a report of, and all information requested by THE COUNTY pertaining to the Service.

4.0 OBLIGATIONS OF THE PARTIES

4.1 TOWN OF DESERONTO shall:

4.1.1 Provide information to THE COUNTY concerning its points of contact so that THE COUNTY is able to call on TOWN OF DESERONTO when necessary related to this Agreement.

4.1.2 When delivering services under this Agreement, TOWN OF DESERONTO will work with THE COUNTY to ensure alignment of public messaging.

4.1.3 Make reasonable efforts to work in collaboration with community organizations, to avoid duplication of services under the HPP.

4.1.4 Take all appropriate security measures to ensure the confidentiality of the personal information of individuals and families and not disclose such information in accordance with Section 8 (Confidentiality) below.

4.1.5 Shall act in accordance with the Canada Human Rights Act R.S.C., 1985 C. H-6.

4.1.6 Inform THE COUNTY of any change that might affect the delivery of services under the HPP.

4.1.7 Work with THE COUNTY to implement HIFIS data sharing and Help Seeker software for coordination of client services.

4.2 THE COUNTY shall:

4.2.1 Provide TOWN OF DESERONTO with a point of contact so TOWN OF DESERONTO is able to communicate with THE COUNTY in the event of an incident.

4.2.2 Inform the appropriate personnel of THE COUNTY about the purpose of the Agreement and the terms and conditions for carrying it out.

4.2.3 Inform TOWN OF DESERONTO of any development that might affect the delivery of Services.

4.2.4 Appoint a representative to work with TOWN OF DESERONTO on behalf of THE COUNTY to ensure alignment of public messaging.

4.2.5 Provide funding as outlined in section 10 below.

4.2.6 Provide support and assistance in implementing HIFIS and Help Seeker software.

5.0 RECORDS

5.1 Records- TOWN OF DESERONTO shall maintain for seven (7) years following the expiry or termination of this Agreement proper records and books of account respecting the Service provided pursuant to this Agreement. The TOWN OF DESERONTO agrees that these records and books of account may be inspected by THE COUNTY both during and following the term of this Agreement, upon receipt of fifteen (15) days' notice to TOWN OF DESERONTO and THE COUNTY provides a reason for the request.

5.2 Delivery of Records- Upon receipt of a written request from THE COUNTY, TOWN OF DESERONTO agrees to deliver forthwith to THE COUNTY all material and information specified in the request which is the property of THE COUNTY and in the possession or under the control of TOWN OF DESERONTO. TOWN OF DESERONTO further agrees not to destroy any material or information which is the property of THE COUNTY without THE COUNTY's prior written approval. This covenant shall survive the expiration or termination of this Agreement.

5.3 Intellectual Property – TOWN OF DESERONTO warrants that it will not infringe upon or violate any intellectual property rights, including, but not limited to, any patent, copyright, trade secret or any other right of any third party, and will not be libelous or slanderous or otherwise unlawful.

5.4 Copyright- TOWN OF DESERONTO agrees that copyright in all information and material of any kind whatsoever acquired or prepared by THE COUNTY for TOWN OF DESERONTO pursuant to this Agreement, shall, both during and following the term of the Agreement, be the sole property of THE COUNTY. TOWN OF DESERONTO will own exclusively all property or materials which the TOWN OF DESERONTO produces in performance of the Services, and all copyright and other industrial and intellectual property rights in such property and materials. For greater clarity, TOWN OF DESERONTO retains the copyright and exclusive right of use for its own service provision methods, document templates, management training techniques, and all materials related to these functions.

6.0 OVERSIGHT OF THE IMPLEMENTATION OF THE AGREEMENT

To facilitate the work of preparing for and planning the delivery of the Services identified in this Agreement:

6.1 TOWN OF DESERONTO appoints the Executive Director or designated alternate to oversee the implementation of this Agreement.

6.2 THE COUNTY appoints the Manager of Homelessness Initiatives and Prevention, of the Community and Human Services Department, The Corporation of THE COUNTY of Hastings, to oversee the implementation of this Agreement.

6.3 THE COUNTY appoints the Manager of Homelessness Initiatives and Prevention, of the Community and Human Services Department, The Corporation of THE COUNTY OF HASTINGS, to oversee the day-to-day operations and correspondence associated with this Agreement.

6.4 Any concerns in connection with expenditures related to the Services provided under this Agreement or other issue related to the implementation of this Agreement shall be immediately brought to the attention of the persons appointed by both Parties pursuant to this section.

7.0 NOTICE

7.1 Any notice, instrument or document to be given, served or delivered must be in writing and sent to the other Party at the address indicated below, or to such other address as may be designated by notice provided by either Party to the other as indicated below;

For TOWN OF DESERONTO:

Mora Nicholls, Treasurer
Town of Deseronto
331 Main Street
PO Box 310
Deseronto, ON, K0K1X0

mnicholls@deseronto.ca

613-396-2440 ext. 203

For THE COUNTY:

Jamie Lynne Osmond, Manager of Homelessness Initiatives and Prevention
Community Human Services Department
The Corporation of The County of Hastings
228 Church Street, P.O. Bag 6300
Belleville, ON, K8N 5E2
osmondj@hastingscounty.com
613-966-1311 ext. 2334

Any notice, instrument or document to be given by either Party to the other shall, in the absence of proof to the contrary, be deemed conclusively to have been received by the addressee (i) if delivered personally on a Business day, then on the "day" of delivery; (ii) if sent by prepaid registered post, then on the second day following the registration thereof; (iii) if sent by ordinary mail, then on the third Business day following the date on which it was mailed; or (iv) if sent by facsimile, upon confirmation of successful transmission of the notice.

8.0 CONFIDENTIALITY

8.1 Confidentiality and Security of Material and Information - TOWN OF DESERONTO agrees to ensure that TOWN OF DESERONTO , its partners, directors, officers, employees, agents, sub-contractors and volunteers shall, both during or following the term of this Agreement, maintain the confidentiality and security of all material and information which is the property of THE COUNTY; and TOWN OF DESERONTO agrees that TOWN OF DESERONTO , its partners, directors, employees, agents, sub-contractors and volunteers shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to THE COUNTY pursuant to this Agreement, without first obtaining the written consent of THE COUNTY for such disclosure or use.

8.2 Confidential Information. "Confidential Information" means any information or material that relates to each party's business and affairs including TOWN OF DESERONTO donor lists and any information relating to the suspension or termination of this Agreement, and that: (i) is clearly marked "confidential" or "proprietary" if provided in written or visual form, (ii) is preceded by a statement that such information is confidential or proprietary, if provided in oral form, or (iii) given the circumstances surrounding disclosure, should in good faith be treated as confidential or proprietary exclusions.

8.3 Confidential Information shall not include any information that: (i) is in the public domain at the time of its communication; (ii) is independently developed by each party (iii) entered the public domain through no fault of the receiving party subsequent to communication with the other party; (iv) is in possession of the receiving party free of any obligation of confidence at the time it was communicated to the receiving party; or (v) is communicated to the receiving party by a third party under no legal obligation to maintain the confidentiality of the information. Additionally, each party may disclose such Confidential Information to the extent required by legal process; provided that, prior to making any such disclosure, each party shall notify the other party of same and that each party shall have the right to participate with the other party in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with any such legal process.

9.0 INFORMATION ABOUT AN IDENTIFIABLE INDIVIDUAL

9.1 TOWN OF DESERONTO and THE COUNTY shall act in accordance with all applicable privacy laws and professional obligations. To the extent the Parties have differing

obligations under applicable privacy legislation; the Parties shall take reasonable steps to facilitate the other Party's compliance with applicable law.

9.2 TOWN OF DESERONTO will treat as confidential and will not, without the prior permission of THE COUNTY, publish release or disclose, or permit to be published, released or disclosed, either before or after the expiration, information supplied to, obtained by, or which comes to the knowledge of TOWN OF DESERONTO as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable TOWN OF DESERONTO to fulfill its obligation under the Agreement.

9.3 TOWN OF DESERONTO will treat as confidential and will not, without the prior permission of THE COUNTY, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or Termination of this Agreement, information supplied to, obtained by, or which comes to the knowledge of TOWN OF DESERONTO as a result of the Agreement except insofar as such publication, release or disclosure is necessary to enable TOWN OF DESERONTO to fulfill its obligation under the Agreement.

10.0 FUNDING

10.1 THE COUNTY shall provide funding received from THE MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING (MMAH) for HPP to TOWN OF DESERONTO to fund the Services, up to a maximum of \$25,200 for 2024.

11.0 REPORTING REQUIREMENTS

11.1.1 TOWN OF DESERONTO shall be required to submit quarterly data reports to THE COUNTY within 15 days after the quarter ending. THE COUNTY reserves the right to request additional data or amend the form of such quarterly reports from time to time. The quarterly reporting requirements are detailed in Annex C:

11.2 Either during Term or upon the expiry or termination of the Agreement, TOWN OF DESERONTO shall repay THE COUNTY, upon written notice to this effect, any amount by which the contribution paid to the TOWN OF DESERONTO exceeds the amount to which TOWN OF DESERONTO is entitled. Without limiting the generality of the foregoing, amounts to which TOWN OF DESERONTO is not entitled include:

11.2.1 The amount of any unspent advances of the contribution remaining in the hands of TOWN OF DESERONTO;

11.2.2 Amounts paid in error or in excess of the amount of the cost actually incurred;

11.2.3 Amounts paid in respect of costs which are subsequently determined by THE COUNTY to be ineligible. Refer to Annex B, Budget for list of eligible costs.

11.3 During the term of this Agreement, TOWN OF DESERONTO will provide reports to, and direct correspondence to the persons appointed to oversee the implementation of this Agreement in Section 6.2 above.

11.4 During the term of this Agreement TOWN OF DESERONTO will direct all invoices and copies of reports, to the persons appointed to oversee the implementation of this Agreement in Section 6.3 above.

11.5 THE COUNTY has the right to set-off any overpayment received by TOWN OF DESERONTO against any amounts payable to TOWN OF DESERONTO pursuant to this Agreement, upon providing written notice of the set-off to TOWN OF DESERONTO.

12.0 DISPUTE RESOLUTION

- 12.1** The Parties shall make every reasonable effort to settle any dispute that arises as a result of any claim or controversy evolving from this agreement by negotiation. Any dispute, disagreement or issue of any kind arising out of this Agreement, that cannot be resolved through negotiations within thirty (30) Calendar Days of a written request for negotiations delivered by either Party to the other (the "Notice"), shall be resolved through mediation.
- 12.2** Such mediation shall be facilitated by a neutral third party that is to be determined by both Parties. In the case the Parties cannot determine a neutral third party, if the mediation is unsuccessful, or if the mediation is not concluded within sixty (60) Calendar Days of the date of notification, then the dispute shall proceed to arbitration.
- 12.3** The arbitration shall be referred to single arbitrator, if the parties agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the parties and their respective heirs, legal representatives and assigns and from which there shall be no appeal.
- 12.4** The arbitration shall be conducted in English and the place of arbitration shall be Belleville, Ontario. The arbitration shall be conducted in accordance with the Arbitration Act, 1991, S.O. 1991 as may be amended from time to time.
- 12.5** Arbitration costs shall be borne by both Parties equally unless the arbitration award directs otherwise.

13.0 FORCE MAJEURE

- 13.1** If at any time during the course of this Agreement it becomes impossible for TOWN OF DESERONTO to perform any or all of their obligations for reasons of Force Majeure, TOWN OF DESERONTO shall provide written notice to THE COUNTY.
- 13.2** The Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of Force Majeure situation or termination of this Agreement entirely. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least every three (3) months.

14.0 MODIFICATION

- 14.1** No addition or modification of this Agreement shall be effective or binding on either Party unless agreed in advance in writing and executed by the respective duly authorized representatives of each Party. No such amendment may extinguish any pre-existing obligation or liability incurred prior to its effective date.
- 14.2** Where either Party requests or proposes in writing such an addition or modification, the other Party shall respond without undue delay, but not later than thirty (30) days after the request or proposal has been received, to indicate the receiving Party's interest in the addition or modification.

15.0 INDEMNIFICATION & LIABILITY

- 15.1** TOWN OF DESERONTO hereby agrees to indemnify and hold harmless THE COUNTY, its officers, employees, agents, invitees, successors and assigns from and against any and all manner of claims, demands, losses, costs (including legal costs on a solicitor-client basis), charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed upon THE COUNTY including but not limited to any loss, damage or injury (including fatal injury) to any person or property (including without restriction employees or agents of TOWN OF DESERONTO) directly or indirectly arising out of, resulting from, or sustained as a result of, the TOWN OF DESERONTO performance of or failure to perform this Agreement, excepting only

those claims, demands, losses, costs, charges and actions that are caused by the negligence of THE COUNTY.

16.0 COUNTY, TOWN OF DESERONTO RELATIONSHIP AND THIRD PARTIES

16.1 TOWN OF DESERONTO Not a Partner, Agent or Employee - TOWN OF DESERONTO shall have no power or authority to bind THE COUNTY or to assume or create any obligation or responsibility, expressed or implied, on THE COUNTY's behalf. TOWN OF DESERONTO shall not hold itself out as an agent, partner or employee of THE COUNTY. Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between THE COUNTY and TOWN OF DESERONTO. For the purposes of this paragraph, TOWN OF DESERONTO includes any of its officers, directors, shareholders, partners, employees, affiliates or agents.

16.2 No Contractual Relationship between THE COUNTY and Subcontractors - Nothing contained in the Agreement shall create any contractual relationship between any subcontractor or its employees and THE COUNTY.

16.3 Terms of Subcontract - Every subcontract entered into by TOWN OF DESERONTO shall adopt all of the terms and conditions of this Agreement as far as applicable to the subcontractor's services.

17.0 INSURANCE

17.1 TOWN OF DESERONTO shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement public liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third Parties with a limit of a least Five Million Dollars (\$5,000,000.00) per incident. The policy will include THE COUNTY as an Additional Insured and will contain a Cross Liability and Severability of interest clause. Certificates of insurance will be delivered promptly to THE COUNTY, on request, throughout the Term of this Agreement pursuant to Section 17.2 of this Agreement.

17.2 TOWN OF DESERONTO Proof of Insurance- TOWN OF DESERONTO shall submit proof of such insurance in the form of a valid certificate of the insurance to THE COUNTY, as requested by THE COUNTY and/or prior to the Commencement Date of this Agreement (and a renewal replacement on or before any subsequent policy renewal), referencing this Agreement. Such certificate of insurance shall confirm the coverage set out in this Article. A copy of the policy, if required by THE COUNTY, shall be made available to THE COUNTY.

17.3 Proof of WSIB Coverage- TOWN OF DESERONTO shall ensure that all employees, contractors, or volunteers who are providing services funded by this Agreement have WSIB coverage or have coverage under an insurance policy endorsement for Employer's Liability and Voluntary Compensation.

18.0 COMMUNICATIONS

18.1 County Insignia- TOWN OF DESERONTO shall not use any County insignia and/or logo, except where required to perform the Service, unless it has received the prior written authority of THE COUNTY to do so.

18.2 Press Releases - Any publicity or press releases with respect to this Agreement or the Service shall be within the sole discretion and control of THE COUNTY.

18.3 Communications with Media - Both Parties shall seek the advice of the other Party in external communications with the media regarding this Agreement.

19.0 USE OF THE TOWN OF DESERONTO LOGO

19.1 THE COUNTY may not use TOWN OF DESERONTO Logo or name without the review and written approval of the TOWN OF DESERONTO prior to publication or use.

19.2 Use of the TOWN OF DESERONTO Logo and name after written approval may only be used in relation to the Services. THE COUNTY is not permitted to use the TOWN OF DESERONTO Logo as a means of endorsement by TOWN OF DESERONTO of THE COUNTY or as a co-branding initiative.

20.0 NON-WAIVER

20.1 No waiver by any party of any breach by the other party of any of its covenants, obligations and agreements hereunder shall be a waiver of any subsequent breach of the same or any other covenant, obligation or agreement, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

20.2 Waiver - No condoning, excusing or overlooking by THE COUNTY or TOWN OF DESERONTO of any default, breach or non-observance by TOWN OF DESERONTO or THE COUNTY at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of THE COUNTY's or TOWN OF DESERONTO rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of THE COUNTY or TOWN OF DESERONTO herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by THE COUNTY or TOWN OF DESERONTO save only an express waiver in writing.

21.0 CONTRACTUAL COMMITMENTS WITH THIRD PARTIES

21.1 The parties shall not be held liable for any contractual commitments entered into by the other party with any third party for the performance of the obligations, duties or responsibilities under this Agreement.

21.2 TOWN OF DESERONTO retains sole responsibility for the actions of any and all subcontractors it uses in the fulfillment of the terms of this Agreement.

22.0 ENUREMENT AND ASSIGNMENT

22.1 This Agreement shall be binding upon and endure to the benefit of the parties, their respective successors and permitted assigns. Neither party may assign, subcontract nor in any way transfer or delegate do any of its rights or obligations hereunder except with the prior written consent of the other party hereto. Any assignment carried out without such consent is null and void.

23.0 HEADINGS

23.1 All headings in this Agreement are inserted for convenience of reference only and are not to be considered in the construction or interpretation of any provisions of this Agreement.

24.0 SEVERABILITY

24.1 If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

- (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or
- (b) the legality, validity or enforceability of that provision in any other jurisdiction.

25.0 GENERAL

- 25.1 Governing Law** - This Agreement shall be governed by and construed in accordance with laws of the Province of Ontario. TOWN OF DESERONTO shall be knowledgeable of and comply with all applicable laws, ordinances, statutes, rules, regulations and orders in performance of your obligations, including without limitation, your obligations under the *Occupational Health and Safety Act*_(Ontario) and the *Workplace Safety and Insurance Act* (Ontario).
- 25.2 Warranty** - TOWN OF DESERONTO represents and warrants the Services will be provided in compliance with this Agreement and shall, at THREE OAKS's own expense, rectify or cause to be rectified any errors, omissions, defects or deficiencies in respect of the Services.
- 25.3 Survival**- Except as otherwise provided in this Agreement, Articles 5.1, 8, 9, 11 , 15, 20, 24, and 25 shall survive the Termination of this Agreement.
- 25.4 Inconsistencies in Agreement** - In the event of a conflict or inconsistency between the provisions of this Agreement and any Annex, the provisions of this Agreement shall prevail.
- 25.5 Quality of Performance** - TOWN OF DESERONTO represents and warrants that the Services will be performed faithfully and diligently in a good and worker like manner and to a high standard of professional competence and will be suitable for the purpose.

IN WITNESS WHEREOF this Agreement has been executed by the Parties.

THE CORPORATION OF THE COUNTY OF HASTINGS

Name: Bob Mullin

Title: Warden

Date:

Name: Cathy Bradley

Title: Clerk

Date:

We have authority to bind the Corporation

TOWN OF DESERONTO

Name:

Title:

Date:

Name:

Title:

Date:

We have the authority to bind the Corporation

ANNEX "A"

**BUDGET SCHEDULE TOWN OF DESERONTO
Homelessness Prevention Program (HPP)**

**Corporation of THE COUNTY of Hastings
Service Contract
Budget Schedule
Budget Year: 2024**

Organization name: TOWN OF DESERONTO

2024 HPP Funding	
Total	\$25,200

Agency authorized signatures: x _____ x _____
Title: x _____ x _____
County signatures: x _____ x _____
Title: x Warden x Clerk _____
Date: _____

ANNEX "C" DATA REPORTING REQUIREMENTS

HPP Performance Indicators, 2022-2023.

Performance indicators will monitor the 3 key goals & expected outcomes of HPP-Prevent, Address and Reduce chronic homelessness

Agency Name: Bancroft Community Transit

Q1: April, May, June
Due July 15, 2022

Total HPP Contribution: 5
Total XXXX Budget: [Redacted]

Outcome #1: Participants at-risk of homelessness "At-risk"

Individual Data Elements (Performance Indicators)		Overall: Total # of individuals or households	Priority Population				Example
			Chronically homeless	Youth (aged 16-25)	Indigenous	Transitioned from provincial institution	
1.1	# of households at-risk of homelessness that are ongoing in HPP						number of ongoing clients formally under CHPI
1.2	# of households at-risk of homelessness that are new to HPP						New HPP clients not serviced by CHPI

Housing Retention

Individual Data Elements (Performance Indicators)		Overall: Total # of individual or households	Priority Population				Example
			Chronically Homeless	Youth (aged 16-25)	Indigenous	Transitioned from provincial institution	
1.6	# of at-risk participant households who became homeless in the year						Homeless at program entry or became unsheltered in the year. To be counted once.

Services and Supports

Individual Data Elements (Performance Indicator)		Overall: Total # of individual or household	Priority Populations				Example
			Chronically Homeless	Youth (aged 16-25)	Indigenous	Transitioned from provincial institution	
1.7	# of at-risk participant households who have received community outreach and supportive services funded by HPP						unique households are counted only once (even if they have multiple services under outreach) ie mental health and addiction support, life skills and employment education and training, street outreach, culturally relevant services, community outreach activities

2. Participant households Experiencing Homelessness

Program Participants Experiencing Homelessness

Individual Data Elements (Performance Indicators)		Overall: Total # of individual or households	Priority Population				Example
			Chronically Homeless	Youth (aged 16-25)	Indigenous	Transitioned from provincial institution	
2.1	# of households experiencing homelessness that are ongoing in HPP						number of ongoing clients formally under CHPI
2.2	# of households experiencing homelessness that are new to HPP						New HPP clients not serviced by CHPI

Obtaining Housing

Services and Supports

Individual Data Elements (Performance Indicators)		Overall: Total # of individuals or households.	Priority Population				Example
			Chronically Homeless	Youth (aged 16-25)	Indigenous	Transitioned from provincial institutions	
2.6	# of participant households experiencing homelessness who have received community outreach and support services funded by HPP						unique households are counted only once (even if they have multiple services under outreach) ie mental health and addiction support, food support, life skills and employment education and training, street outreach, culturally relevant services, community outreach activities

ANNEX “D”

HIFIS DATA SHARING

Hastings County is required to implement a Homeless Individuals and Families Information System (HIFIS) as a local Homelessness Management System (HMIS). There are important reasons for implementing a HMIS system across services for people experiencing homelessness. It enables service providers to share data to support efforts such as developing coordinated entry, facilitating community planning, and providing better coordination of client services.

Data sharing is the ability to transfer data from one service provider to another electronically through HIFIS. Data sharing is a comprehensive term used differently in each community where implemented. The amount and type of information shared can also vary from provider-to-provider within one community depending on the funding requirements, needs of the agencies involved, and the wishes of the clients they serve. Some aspects of data sharing include:

- *Coordinated Client care*: understand client needs, link client to appropriate services, document chronic homelessness, reduce duplication of services, ensure client protections
- *Increase Effectiveness of Referrals*: inform best-fit intervention, link clients to mainstream benefits and services, enable comprehensive system-level performance measurement
- *Implement Coordinated Entry*: share assessment results, identify available beds (shelter and transitional), manage by-name and priority list
- *Improve Data Quality*: determine prioritization, reduce data entry burden, track client progress

HIFIS information is designed to ensure safe and confidential method for sharing data. Throughout the design of HIFIS, careful consideration and attention will be given to ensure that there is a clear purpose for data sharing and use limitations. There will also be accountability and quality assurance standards and processes, to ensure that data is only entered once and those accessing the data have a legitimate reason to do so.

TOWN OF DESERONTO agrees to participate in the implementation of HIFIS and to comply with the following standards:

- To comply with any and all applicable laws and regulations concerning the confidentiality of client records, files, or communication in addition to the terms of this agreement
- To secure privacy, confidentiality and integrity to the consumer, employee and administrative data on automated systems and install antivirus protection and a firewall
- Treat all consumers with respect and kindness
- Collaborate to address process issues for the purpose of evaluating service efficiency and effectiveness
- Provide all program eligibility criteria to THE COUNTY of Hastings
- Participate in meetings and provide consumer information to HIFIS program developers, as required
- Abide by policies and procedures of HIFIS

If completing referrals, TOWN OF DESERONTO agrees to:

- Attend required training on HIFIS, referral process and administration of the referral system
- Administer eligibility tools to consumers attempting to access HIFIS
- Be knowledgeable of data confidentiality and consumer confidentiality rights and be able to explain these rights to each person assessed
- Obtain a signed consent form for each consumer whose information is being added to the HIFIS database
- Refer people who are ineligible for homeless assistance services to other, more appropriate community resources

If receiving referrals, TOWN OF DESERONTO agrees to:

- Accept and promptly act on referrals received through community agencies
- Participate in meetings requested to resolve issues or concerns regarding referrals

- Abide by eligibility requirements as defined under HIFIS

Agency authorized signatures: x _____ x _____

Title: x _____ x _____

County signatures: x _____ x _____

Title: x Warden x Clerk

Date: _____

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 13TH DAY OF DECEMBER 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 13th day of December, 2023.

MAYOR

CLERK