



**Agenda**  
**The Township of Cavan Monaghan**  
**Regular Council Meeting**

Monday, May 6, 2024

12:30 p.m.

Council Chambers

Members in attendance are asked to please turn off all electronic devices during the Council Meeting. Any special needs requirements pertaining to accessibility may be directed to the Clerk's Office prior to the meeting. A link to the livestreaming is available at [www.cavanmonaghan.net](http://www.cavanmonaghan.net). Council Members may be participating remotely.

**Pages**

**1. Call to Order**

**2. Land Acknowledgement**

We respectfully acknowledge that the Township of Cavan Monaghan is located on the Treaty 20 Michi Saagiig territory, in the traditional territory of the Michi Saagiig Anishnaabeg. We offer our gratitude to First Nations for their care for and teachings about these lands. May we honour these teachings.

**3. Approval of the Agenda**

**4. Disclosure of Pecuniary Interest and the General Nature Thereof**

**5. Closed Session**

**5.1 Resolution to move into Closed Session**

**5.2 Minutes of the Closed Session held March 4, 2024**

**5.3 Report - CAO 2024-02 1861 Moncrief Line Acquisition**

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

**5.4 Report - Corporate Services 2024-04 Sustainability Advisory Committee Appointment**

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

**6. Minutes**

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17.	Upcoming Events/Meetings	
17.1	Regular Council Meeting Tuesday, May 21, 2024 at 1:00 p.m.	
17.2	Millbrook Valley Trails Advisory Committee Meeting Monday, May 27, 2024 at 4:00 p.m.	
17.3	Regular Council Meeting Monday June 3, 2024 at 1:00 p.m.	
17.4	Municipal Revitalization and Heritage Advisory Committee Meeting Thursday, June 20, 2024 at 9:00 a.m.	
17.5	Regular Council Meeting Monday June 24 , 2024 at 1:00 p.m.	



**Minutes  
The Township of Cavan Monaghan  
Regular Council Meeting**

**Tuesday, April 15, 2024  
1:00 p.m.  
Council Chambers**

**Those members in attendance were:**

Council	Matthew Graham	Mayor
	Ryan Huntley	Deputy Mayor
	Nelson Edgerton	Councillor
	Gerry Byrne	Councillor
	Lance Nachoff	Councillor
Staff	Yvette Hurley	CAO
	Cindy Page	Clerk
	Karlie Hartman	Corporate and Legislative Services Coordinator
	Brigid Ayotte	Economic Development and Communications Officer
	Kyle Phillips	Chief Building Official/By-law Enforcement Officer

**1. Call to Order**

Mayor Graham called the meeting to order at 1:00 p.m.

**2. Land Acknowledgement**

Mayor Graham recited the land acknowledgement.

**3. Approval of the Agenda**

R-2024-105

Moved by: Byrne

Seconded by: Nachoff

That the agenda for the Regular Council Meeting be approved as presented.

**Carried**

**4. Disclosure of Pecuniary Interest and the General Nature Thereof**

There were no pecuniary interests noted.



**5. Closed Session**

There was no Closed Session.

**6. Presentation**

**6.1 Angela Lloyd, Kawartha Pine Ridge District School Board Trustee, Accommodation and Boundary Planning for City and County of Peterborough Schools**

R-2024-106

Moved by: Nachoff

Seconded by: Huntley

That Council receive the presentation from Angela Lloyd, Kawartha Pine Ridge District School Board Trustee on Accommodation and Boundary Planning for City and County of Peterborough Schools for information; and That Council direct staff to send a letter outlining Council concerns and fundamental opposition to concepts A and D as outlined in the Background Study to the Kawartha Pine Ridge District School Board, to Doug Ford Premier of Ontario, Laure Scott MPP and Stephen Lecce, Minister of Education.

**Carried**

**7. Delegation**

**7.1 Chief Patricia Bromfield and Chief Randy Mellow: Peterborough County/City Paramedic Services and Community Program Updates**

Chief Patricia Bromfield was not in attendance.

R-2024-107

Moved by: Byrne

Seconded by: Huntley

That Council receive the presentation from Chief Randy Mellow regarding the Peterborough County/City Paramedic Services and Community Program Updates for information.

**Carried**

**8. Minutes**

**8.1 Minutes of the Regular Meeting held April 2, 2024**

R-2024-108

Moved by: Byrne

Seconded by: Edgerton

That the minutes of the Regular Meeting held April 2, 2024 be approved as presented.

**Carried**

**9. Minutes from Committees and Boards**

**9.1 Municipal Revitalization and Heritage Advisory Committee Meeting Minutes of January 18, 2024**

R-2024-109

Moved by: Huntley

Seconded by: Nachoff

That the minutes of the Municipal Revitalization and Heritage Advisory Committee Meeting Minutes of January 18, 2024 be approved as presented.

**Carried**

**10. Reports**

**10.1 Report - PEB 2024-20 First Quarter Activity Report 2024 - Planning, Economic Development and Building**

R-2024-110

Moved by: Edgerton

Seconded by: Nachoff

That Council receive Report PEB 2024-20 First Quarter Activity Report 2024-20 Planning, Economic Development & Building (PEB) for information.

**Carried**

**10.2 Report - PEB 2024-21 Additional Event for 2024 - Fishing Derby**

R-2024-111

Moved by: Edgerton

Seconded by: Byrne

That Council authorize staff to issue Road Occupancy Permits to the Millbrook and District Lions Club for their annual Children's Fishing Derby April 27, 2024; and

That the Township of Cavan Monaghan provide a Certificate of Insurance to the County of Peterborough for the Children's Fishing Derby, April 27, 2024.

**Carried**

**10.3 Report - CAO Report and Capital Status**

R-2024-112

Moved by: Byrne

Seconded by: Edgerton

That Council direct staff to provide a report annually on the Peterborough Humane Society; and

That Council direct staff to request that the developer for the Mount Pleasant Subdivision grade and seed the designation parkland.

**Carried**

R-2024-113  
Moved by: Edgerton  
Seconded by: Nachoff  
That Council receive report CAO Report and Capital Status for information.

**Carried**

#### **10.4 Council/Committee Verbal Reports**

Mayor Graham attended the Sustainability Advisory Committee Meeting and noted the Committee reviewed the list of initiatives completed to date and new initiative. Mayor Graham noted that the next Library Board meeting is on April 17 and that he had attended a Trent Severn Waterway meeting and to use caution about the water ways as the level of water are high and at risk of flooding.

R-2024-114  
Moved by: Nachoff  
Seconded by: Byrne  
That Council receive the Council/Committee verbal reports for information.

**Carried**

#### **11. General Business**

There was no General Business.

#### **12. Correspondence for Information**

There was no Correspondence for Information.

#### **13. Correspondence for Action**

There was no Correspondence for Action.

#### **14. By-laws**

There were no By-laws for review.

#### **15. Unfinished Business**

There was no Unfinished Business.

#### **16. Notice of Motion**

There were no Notices of Motion.

#### **17. Confirming By-law**

##### **17.1 By-law No. 2024-21 being a by-law to confirm the proceedings of the meeting held April 15, 2024**

R-2024-115  
Moved by: Nachoff  
Seconded by: Byrne

That By-law No. 2024-21 being a by-law to confirm the proceedings of the meeting held April 15, 2024 be read a first, second and third time and passed this 15<sup>th</sup> day of April signed by the Mayor and Clerk and the Corporate Seal attached.

**Carried**

**18. Adjournment**

R-2024-116

Moved by: Nachoff

Seconded by: Edgerton

That the Regular Council Meeting of the Township of Cavan Monaghan adjourn at 2:25 p.m.

**Carried**

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**Matthew Graham**  
**Mayor**

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**Cindy Page**  
**Clerk**



**Minutes**  
**The Township of Cavan Monaghan**  
**Millbrook Downtown BIA Board of Management**

**January 11, 2024**  
**8:00 a.m. – 10:00 a.m.**  
**Council Chambers Meeting Room**

**Those members in attendance were:**

Committee:	Kathie Lycett:	Chair
	Sarah Cooling:	Vice Chair
	Timmi Brady	
Council:	Ryan Huntley:	Council Representative
Staff:	Brigid Ayotte:	Economic Development & Comm. Officer

- 1. Open Session**
- 2. Call to Order & Land Acknowledgement**

The Chair called the meeting to order at 8:06 a.m.

- 3. Approval of the Agenda:**

Motion to approve the Agenda

Moved by: Ryan Huntley  
Seconded by: Timmi Brady

**Carried**

**4. Disclosure of Pecuniary Interest and the General Nature Thereof:**

There were no pecuniary interests noted.

**5. Closed Session:**

There was no closed session.

**6. Delegations/Presentations**

**6.1. Millbrook & Cavan Historical Society- “Blocks & Blooms” Event**

**Saturday June 15, 2024**

Celia Hunter from the MCHS provided an exciting presentation on the “Blocks & Blooms” event being held on June 15, 2024. The BIA will promote the event among the businesses and public as much as possible. If any business has questions they can contact either Celia Hunter or Kate DeKlerk for further information.

A motion was made to receive the presentation from the Millbrook & Cavan Historical Society

Moved by: Ryan Huntley

Seconded by: Timmi Brady

**Carried**

**7. Minutes**

**7.1. Minutes of the Meeting held Thursday December 14, 2023**

Moved by: Ryan Huntley

Seconded by: Sarah Cooling

**Carried**

**8. Business arising from the Minutes**

Deputy Mayor Ryan Huntley has agreed to reach out to the Fire Department to enquire as to whether or not they can present at our February meeting.

**9. Reports**

**9.1 Treasury Report (Kathie)**

**9.1.1. Balance in the Account as of December 31, 2023 (Kathie)**

Opening Balance as of December 1, 2023 = \$50, 374.41

December Deposits = \$1,474.95

Cheques Cleared = \$1604.95

Closing Balance = \$50, 244.41

### **9.1.2 Cheque Requisitions**

- \$120.00 Millbrook Masonic Temple – Contracted Services for Christmas in the Village- for rental of 3 booth spaces

GL #: 4752-4100

- \$1840.00 Township of Cavan Monaghan – Contracted Services BIA Administration- Audit Fees

GL #: 4750-4100

- \$1250.00 Township of Cavan Monaghan- Contracted Services, BIA Administration- Business directory/website

GL #: 4750-4100

- \$90.00 Royal Canadian Legion- AGM, BIA Administration- Food Expense at January 9, 2024 AGM - Marketing

GL#: 4750-3735

A motion was made to approve 9.1.1 (Treasury Report) and to make payments as set out above.

Moved by: Ryan Huntley

Seconded by: Sarah Cooling

**Carried**

### **3. Budget Review**

The Finance Department has not yet reconciled November's Deposits yet and as such it we cannot complete the Budget Review at this time. As such this matter is deferred to the February Meeting.

Moved by: Kathie Lycett

Seconded by: Timmi Brady

## **10. General Business**

### **10.1 Decorating Committee Update**

Nothing to Report at this time.

### **10.2 Marketing Committee Update**

There is a Marketing Committee meeting scheduled for Thursday January 18, 2024 at 8:00 a.m. at the 4th Line Office.

### **10.3 BIA Bucks Update**

There is no financial update at this time. Since the last report there have not been any BIA bucks redeemed. Kathie has been maintaining the BIA Buck transaction log. The BIA Bucks need greater promotion and the Marketing Committee will work on this.

### **10.4 OBIAA Conference 2024**

The OBIAA Conference takes place April 28-May 1, 2024. Kathie is willing to attend, and money has already been allocated in the Budget for this purpose.

A motion was made to have Kathie attend the OBIAA as our BIA representative as money has already been allocated in the Budget for the attendance at the OBIAA Conference.

Moved by: Ryan Huntley

Seconded by: Timmi Brady

### **10.5 2024 Events Schedule**

The Tentative Events Schedule of both community events and BIA events for the year is as follows:

Fishing Derby = April 27, 2024

Millbrook Fair = June 8

Blocks and Blooms = June 15



Car Show = July 6

Ladies Night = July 25

Harvest Table Dinner = September 14 (TBD)

Zucchini Festival = September 15 (TBD)

Fall Festival = October 5

Get Your Spook On = October 26

Christmas in the Village = December 5

Santa Claus Parade = December 7

A Motion was made to approve the dates and Request Staff submit road closures to Council, Fire Department, and Insurance.

Moved by: Timmi Brady

Seconded by: Kathie Lycett

### **10.6 BIA Associate Membership Program Update**

No new Applications. Associate Members can reach out to Brigid Directly to get added onto the Directory or they can add themselves online.

### **10.7 Website Updates**

Brigid has agreed to put the event schedule on the website.

### **10.8 Social Media Accounts Update**

Stacey Knight of Blank Canvas has been working on the social media and doing a fantastic job at it. Social Media will be discussed in more detail at the Marketing meeting.

### **10.9 Recruitment of New Board Members, Treasurer, Event Co-ordinator**

The BIA Members are all working on recruiting new members.

### **10.10 Membership Breakfast Meeting Schedule & Membership Newsletter**

The BIA Breakfast Meeting will be held on February 29, 2024 at the Legion. The Public is welcome to attend.

The first quarterly 2024 Newsletter is anticipated at the end of January, to be distributed to members and associate members electronically.

Motion to receive Reports under General Business

Moved by: Ryan Huntley

Seconded by: Sarah Cooling

## 11. Correspondence

None

### 12.2 Email from Millbrook Farmer's Market

- **Adjournment**

Motion to adjourn at 10:01 a.m. by Sarah Cooling

Seconded by: Timmi Brady

**Carried**

**Next Meeting Date – February 8, 2024 at 8:00 a.m.**



*Kathie Lycett*  
yS0aT8mGXgcVKKyE2UqADw==

Feb 08, 2024, 01:18 PM EST

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Kathie Lycett  
Chair



*Sarah Cooling*  
aoYr/UkDZxvKqKd6GcylQ==

Feb 08, 2024, 01:36 PM EST

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Sarah Cooling  
Co-Chair



**Minutes**  
**The Township of Cavan Monaghan**  
**Millbrook Downtown BIA Board of Management**

**March 7, 2024**  
**8:00 a.m. – 10:00 a.m.**  
**Council Chambers Meeting Room**

**Those members in attendance were:**

Committee:	Kathie Lycett:	Chair
	Sarah Cooling:	Vice Chair
	Timmi Brady	
	Stacey Knight	
Council:	Ryan Huntley:	Council Representative

- 1. Open Session**
- 2. Call to Order & Land Acknowledgement**

The Chair called the meeting to order at 8:07 a.m.

- 3. Approval of the Agenda:**

Motion to Approve the amended the Agenda

Moved by: Ryan Huntley  
Seconded by: Stacey Knight

**Carried**

#### **4. Disclosure of Pecuniary Interest and the General Nature Thereof:**

There were no pecuniary interests noted.

#### **5. Closed Session:**

There was no closed session.

#### **6. Delegations/Presentations**

**6.1.** Fire Chief Bill Balfour attended the meeting to present on Fire Regulations pertaining to downtown Millbrook events and Vendors. The Fire Chief is preparing a letter to be provided to all vendors when they register for events. This will allow us to better educate our Event Vendors on the Fire Regulations and requirements when they fill out the Vendor Application form in future.

We will invite the Fire Department to all future Events.

We will further look at the BIA tents to ensure that they comply with the requirements.

This was an informative and extremely helpful presentation.

#### **7. Minutes**

##### **7.1. Minutes of the Meeting held Thursday February 8, 2024**

Moved by: Ryan Huntley

Seconded by: Stacey Knight

**Carried**

#### **8. Business arising from the Minutes**

None

#### **9. Reports**

##### **9.1 Treasury Report (Kathie)**

###### **9.1.1. Bank Account Activity as of February 29, 2024 (Kathie)**

Opening Balance as of February 1, 2024 = \$46, 367.21

Cheques Cleared = \$0

Deposits = \$50 (Leap Day Breakfast ticket sales by e-transfer)

Closing Balance as of February 29, 2024 = \$46, 417.21

### **9.1.2 Cheque Requisitions**

- Royal Canadian Legion Br 402 - \$300 – BIA Breakfast
  - GL 01-25-299-00000-6271
- Kathie Lycett- \$1278.80 – Reimburse Expenses:
  - OBIAA Membership \$281.01 GL 01-25-299-00000-6240
  - OBIAA Conference \$997.79 GL 01-25-299-00000-6052

Motion to accept the Treasury Report and Cheque Requisitions.

Moved by: Sarah Cooling

Seconded by: Ryan Huntley

**Carried**

## **10. General Business**

### **10.1 Decorating Committee Update (Ryan)**

The Decorating Committee is gearing up for Spring. They are planning the co-ordinate the hanging baskets with the Street Baskets. We eagerly await the results.

### **10.2 Marketing Committee Update (Timmi)**

The Marketing Committee has decided not to buy bags with logos at the moment. They are looking at door <sup>hangers</sup> knockers and are working on ideas for the upcoming year.

#### **10.2.1 BIA Bucks Update (Kathie)**

There is nothing to report at this time. The marketing Committee will be speaking with the local businesses about the utility of the BIA program to determine whether or not the program should be abandoned or kept and infused with a marketing plan.

### **10.3 Events Schedule**

The events schedule is not yet on the website. That will be done in the near future. A committee for event planning needs to be established for each event. A FB invitation to business on the Millbrook BIA will be sent out.

#### **10.10.1.Contract Services**

Need to be booked as soon as possible. The Event Committees for each event should look into which Contracted Services are required and book them well in advance.

#### **10.4 BIA Associate Membership Program (Kathie)**

There have been no new applications submitted. This program needs better promotion. We need to get together a package for Associate Members to give out at events. We are actively looking for Associate Members. Sarah will investigate the Associate Membership list on the BIA portion of the website and work with Brigid to keep it current.

#### **10.5 Upcoming Education Workshops (Brigid)**

The upcoming workshops taking place in our Township include, [Small Business Websites 101](#) – April 9, 2024 – 9 a.m to 12 p.m. – Township of Cavan Monaghan CMCC and [Social Media Essentials](#) – May 15, 2024 9 a.m. to 12pm. - CMCC

#### **10.6 Social Media Accounts Update (Timmi/Stacey)**

Stacey Knight and Timmi have been doing a great job with the Social Media and there has been many more postings and the activity has increased.

#### **10.7 Recruitment of New Board Members**

We need new Board members. Stacey will speak with Revibe to see if they are interested in becoming Board Members and Sarah will speak with The Mill.

#### **10.8 Leap Year Breakfast (Kathie)**

The Leap year Breakfast was quite successful with a turnout of 31 attendees. The event made \$207.01 and the Breakfast itself cost \$300.00. It was a success.

#### **10.9 1<sup>st</sup> Quarter Newsletter (Kathie)**

Kathie is working on the Newsletter.

Motion to Receive the Reports.

Moved by: Ryan Huntley

Seconded by: Stacey Knight

**Carried**

## 11. Correspondence

None.

- **Adjournment**

Motion to adjourn at 9:42 a.m. by Stacey Knight

Seconded by: Ryan Huntley

**Carried**

X

*Kathie Lycett*

Kathie Lycett  
Chair

Apr 11, 2024, 01:11 PM EDT

**Next Meeting Date – April 11, 2024 at 8:00 a.m.**

X

*Ryan Huntley*  
Sarah Cooling  
Co-Chair

Apr 11, 2024, 01:15 PM EDT

Ryan Huntley signing in the absence of Sarah Cooling

**Minutes  
The Township of Cavan Monaghan  
Millbrook Valley Trails Advisory Committee  
Monday, February 26, 2024  
4:00 p.m.**

**Those members in attendance:**

Robert Jackson	Chair
Maureen McDonald	Vice Chair
John Fallis	
David D'Agostino	
Kirk Hillsley	
Griffen Brown	
Lance Nachoff	
Meredith Carter, ORCA	

**Those members absent:**

Gary Wall (with regrets)

**Those members in attendance:**

Karlie Cornish-Tkalec	Deputy Clerk/Corporate Services Administrator
Chris Allison	Manager of Parks and Facilities

**1. Call to Order**

Mr. Robert Jackson, Chair called the meeting to order at 4:05 p.m.

**2. Approval of the Agenda**

Moved by: Fallis

Seconded by: McDonald

That the agenda for the Millbrook Valley Trails Advisory Committee meeting held February 26, 2024 be approved as presented

**Carried**

**3. Disclosure of Pecuniary Interest and the General Nature Thereof**

There were no pecuniary interests noted.

**4. Closed Session**

There was no closed session.



**6. Minutes**

**6.1 Minutes of the meeting held January 22, 2024**

Moved by: D'Agostino

Seconded by: Hillsley

That the minutes for the Millbrook Valley Trails Advisory Committee meeting held January 22, 2024 be approved as presented.

**Carried**

**7. Reports**

**7.1 Financial Report – Chris Allison**

Chris Allison advised the Committee of the approved 2024 budget, noting approval of two capital projects under the Parks and Facilities Department.

Moved by: Fallis

Seconded by: Nachoff

That the Millbrook Valley Trails Advisory Committee receive the Financial Report for information.

**Carried**

**7.2 ORCA Update - Meredith Carter**

Meredith Carther advised that ORCAs tree seedling sales is now open.

Moved by: Nachoff

Seconded by: Brown

That the Millbrook Valley Trails Advisory Committee approve an upset limit of \$220.00 for the purchase of tree seedlings from ORCA.

**Carried**

Moved by: Nachoff

Seconded by: Fallis

That the Millbrook Valley Trails Advisory Committee receive the ORCA Update for information.

**Carried**

**7.3 Trail Report – Brown/Fallis**

Moved by: Hillsley

Seconded by: Nachoff

That the Millbrook Valley Trails Advisory Committee received the Trail Report for information.

**Carried**

**8. General Business**

**8.1 2024 Work Plan**

The Committee reviewed each of the items on the workplan and provided updates to be incorporated into next months meeting.

**8.2 Items for next meeting**

- Ironwood Spraying
- CWF Update

**9. Adjournment**

Moved by: Fallis

Seconded by: D'Agostino

That the Millbrook Valley Trails Advisory Committee adjourn at 5:07 p.m.

**Carried**



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**Robert Jackson**  
Chair



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**Karlie Cornish-Tkalec**  
Deputy Clerk

**Minutes  
The Township of Cavan Monaghan  
Millbrook Valley Trails Advisory Committee  
Monday, March 25, 2024  
4:00 p.m.**

**Those members in attendance:**

Robert Jackson	Chair
Maureen McDonald	Vice Chair
John Fallis	
David D'Agostino	
Kirk Hillsley	
Griffen Brown	
Lance Nachoff, Councillor	
Meredith Carter, ORCA	

**Those members absent:**

Gary Wall (with regrets)

**Those members in attendance:**

Karlie Hartman	Deputy Clerk
Chris Allison	Manager of Parks and Facilities

**1. Call to Order**

Mr. Robert Jackson, Chair called the meeting to order at 4:04 p.m.

**2. Approval of the Agenda**

Moved by: Nachoff

Seconded by: Brown

That the agenda for the Millbrook Valley Trails Advisory Committee meeting held March 25, 2024 be approved as amended.

**Carried**

**3. Disclosure of Pecuniary Interest and the General Nature Thereof**

There were no pecuniary interests noted.

**4. Closed Session**

There was no closed session.

**6. Minutes**

**6.1 Minutes of the meeting held February 26, 2024**

Moved by: Fallis

Seconded by: D'Agostino

That the minutes for the Millbrook Valley Trails Advisory Committee meeting held February 26, 2024 be approved as presented.

**Carried**

**7. Reports**

**7.1 Financial Report – Chris Allison**

Chris Allison provided the financial report update.

Moved by: McDonald

Seconded by: Fallis

That the Millbrook Valley Trails Advisory Committee receive the Financial Report for information.

**Carried**

**7.2 ORCA Update - Meredith Carter**

Meredith Carther advised that ORCAs tree seedling pick up is being scheduled for April.

Moved by: Fallis

Seconded by: Nachoff

That the Millbrook Valley Trails Advisory Committee receive the ORCA Update for information.

**Carried**

**7.3 Trail Report – McDonald/Nachoff**

Moved by: D'Agostino

Seconded by: Fallis

That the Millbrook Valley Trails Advisory Committee received the Trail Report for information.

**Carried**

**8. General Business**

**8.1 CWF Workday Volunteer Update**

Maureen McDonald advised that due to weather conditions the event was cancelled and that they will look for another opportunity in the Fall.

**8.2 Ironwood Spraying**

Maureen McDonald advised of possible locations for spraying.

**8.3 Lower Medds Bridge and Boardwalk Replacement Update**

Robert Jackson requested an update from Staff regarding the bridge and boardwalk replacement. Chris Allison advised that staff are in the process of obtaining quotes for the projects.

**8.4 2024 Workday Planning**

Robert Jackson asked the Committee to identify items to be added to workday and that there would be further discussion at the April meeting.

**8.5 2024 Work Plan**

The Committee reviewed the Work Plan and provided updates to be incorporated into the plan for the next meeting.

**8.6 Grand Trunk Reroute**

David D'Agostino advised the Committee of a reroute along Grand Trunk Trail. Chris Allison advised he will contact the Ministry regarding the request and will provide the Committee with an update at a future meeting.

**8.7 Group Procedures**

Staff advised that regular use on the trails is permitted however those wishing to host an event on the trails will continue to follow the same procedures as in the past.

**8.8 Baxter Creek Trail Development**

Moved by: Nachoff

Seconded by: McDonald

That the Millbrook Valley Trails Advisory Committee request Councils support to make the temporary reroute a permanent trail.

**Carried**

**8.9 Items for next meeting**

- Hope Mill
- Grand Trunk Reroute

**9. Adjournment**

Moved by: Fallis

Seconded by: D'Agostino

That the Millbrook Valley Trails Advisory Committee adjourn at 5:45 p.m.

**Carried**



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**Robert Jackson**  
**Chair**



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**Karlie Hartman**  
**Deputy Clerk**



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Kimberley Pope, Finance Department
<b>Report Number:</b>	Finance 2024-04
<b>Subject:</b>	Actual to Budget, January to March 2024

### Recommendation:

That Council receives the Actual to Budget Report, for the period of January 1 to March 31, 2024.

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### Overview:

The purpose of this report is to provide Council with an Actual to Budget Report as per the authorization for procurement and payment in the Purchasing Policy By-law and the adoption of estimates in the 2024 Operating Budget as approved by Council on February 20, 2024, Finance Report 2024-02.

Each Department Head/Manager is responsible for procurement, purchasing and acquisitions within the approved budget or any amendment to as approved by Council and the Treasurer is authorized to pay the accounts. All procurement reports recommending such matters requires endorsement by the Treasurer and the Chief Administrative Officer or designates.

The Purchasing Policy By-law No. 2020-22, being a by-law respecting the procurement of Goods and Services for the Township of Cavan Monaghan, provides guidance for an open and honest procurement program, with transparency as a cornerstone of the decision-making process. This policy promotes and maintains the integrity of the purchasing process and protects Council, vendors and staff involved in the process by providing clear direction and accountabilities.

### Financial Impact:

The overall expenditures for each department are within the approved budget. The Year to Date (YTD) Actuals are provided in the Operating Budget summary chart below with the Q1 Actual to Budget Summary Reports, by department, as attached.

In the first quarter it's important to clarify that the expense and revenue streams are not all equally distributed within a fiscal year. For example, there are annual fees paid in advance such as; corporate insurance, memberships, library levies, etc. and these expenses are not disbursed monthly throughout the year. Also, the offset of revenues

may not appear until later date in the fiscal year of when recognized, such as park rentals, user fees & charges, permits, etc.

At the time of this report, the solar revenues and monthly banking/transaction fees for Q1 2024 have not been posted to the GL. These will be updated in the Q2 Actual to Budget reporting to Council.

	2024 YTD Actual	2024 Budget	2024 Budget Funds Remaining		2023 Q1 Comparison
<b>Operating Budget</b>					
<i>Building (funded through Building Reserve)</i>	\$124,131	\$582,244	\$458,113	78.7%	83.0%
By-law Enforcement	\$2,045	\$36,700	\$34,655	94.4%	97.3%
CAO	-\$9,670	\$262,150	\$271,820	103.7%	34.3%
Clerks Department	\$267,845	\$490,483	\$222,638	45.4%	82.8%
Finance & Information Technology	\$68,326	\$330,133	\$261,807	79.3%	92.9%
Parks & Facilities	\$147,675	\$1,146,382	\$998,707	87.1%	95.0%
Planning & ECD	\$146,000	\$639,500	\$493,500	77.2%	86.0%
Protective Services	\$199,670	\$1,106,743	\$907,073	82.0%	79.9%
Public Works	\$461,138	\$2,318,324	\$1,857,186	80.1%	81.4%
<b>Consolidated Department Net Changes</b>	<b>\$1,407,160</b>	<b>\$6,912,659</b>	<b>\$5,505,499</b>	<b>79.6%</b>	<b>83.0%</b>
Library Board Operating Levy & Allocated Exp's	\$333,765	\$337,723	\$3,958	1.2%	2.9%
Library Board Capital Levy	\$22,000	\$22,000	\$0	0.0%	0.0%
Ganaraska, Kawartha & Otonabee Conservation	\$28,706	\$116,901	\$88,195	75.4%	77.5%
Committees of Council	\$530	\$49,500	\$48,970	98.9%	31.3%
Council	\$57,219	\$215,500	\$158,281	73.4%	76.3%
Police Contract & Services	\$392,508	\$1,510,657	\$1,118,149	74.0%	74.0%
<b>Consolidated Other Services/Levy Changes</b>	<b>\$834,727</b>	<b>\$2,252,281</b>	<b>\$1,417,554</b>	<b>62.9%</b>	<b>62.4%</b>
<b>Total Department &amp; Other Services/Levy</b>	<b>\$2,241,887</b>	<b>\$9,164,940</b>	<b>\$6,923,053</b>	<b>75.5%</b>	<b>78.2%</b>
<i>Water &amp; Wastewater (funded through User Fees)</i>	<i>\$359,442</i>	<i>\$1,680,348</i>	<i>\$1,320,906</i>	<i>78.6%</i>	<i>85.1%</i>
<b>Consolidated Other Services/Levy Changes</b>	<b>\$2,601,329</b>	<b>\$10,845,288</b>	<b>\$8,243,959</b>	<b>76.0%</b>	<b>79.2%</b>

## Financial Impact:

None.

## Attachment:

Merged Q1 Actual to Budget Summary Reports, by Department

Respectfully Submitted by,

Reviewed by,

Kimberley Pope  
Director of Finance/Treasurer

Yvette Hurley  
Chief Administrative Officer



4/26/2024  
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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Building and Bylaw</b> Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY BUILDING</b>					
Building Services Administration	18,067.08	45,021.56	(54,650.00)	(99,671.56)	182.4%
Ford Ranger, B1-11	0.00	0.00	6,500.00	6,500.00	100.0%
Colorado, B2-20	147.90	486.16	3,150.00	2,663.84	84.6%
ON Building Code Act, Enforcement	<u>0.00</u>	<u>0.00</u>	<u>45,000.00</u>	<u>45,000.00</u>	<u>100.0%</u>
<b>Total Revenues:</b>	<b>(20,376.16)</b>	<b>(78,623.16)</b>	<b>(582,244.00)</b>	<b>(503,620.84)</b>	<b>86.5%</b>
<b>Total Expenses:</b>	<b><u>38,591.14</u></b>	<b><u>124,130.88</u></b>	<b><u>582,244.00</u></b>	<b><u>458,113.12</u></b>	<b><u>78.7%</u></b>
<b>Report Net</b>	<b><u>18,214.98</u></b>	<b><u>45,507.72</u></b>	<b><u>0.00</u></b>	<b><u>(45,507.72)</u></b>	<b><u>-</u></b>

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**Township of Cavan Monaghan**  
**Budget Comparison - Revenue and Expense**  
**For the period ending Sunday, March 31, 2024**

	<b>Building and Bylaw</b>				
	Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY BYLAW</b>					
By-law Enforcement	729.45	2,045.42	0.00	(2,045.42)	-
<b>Total Revenues:</b>	<b>0.00</b>	<b>0.00</b>	<b>(36,700.00)</b>	<b>(36,700.00)</b>	<b>100.0%</b>
<b>Total Expenses:</b>	<b>729.45</b>	<b>2,045.42</b>	<b>36,700.00</b>	<b>34,654.58</b>	<b>94.4%</b>
<b>Report Net</b>	<b>729.45</b>	<b>2,045.42</b>	<b>0.00</b>	<b>(2,045.42)</b>	<b>-</b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Building and Bylaw</b>				
	Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY BUILDING &amp; BYLAW</b>					
Total Building	18,214.98	45,507.72	0.00	(45,507.72)	-
Total Bylaw	<u>729.45</u>	<u>2,045.42</u>	<u>0.00</u>	<u>(2,045.42)</u>	<u>-</u>
<b>Total Revenues:</b>	<b>(20,376.16)</b>	<b>(78,623.16)</b>	<b>(618,944.00)</b>	<b>(540,320.84)</b>	<b>87.3%</b>
<b>Total Expenses:</b>	<b><u>39,320.59</u></b>	<b><u>126,176.30</u></b>	<b><u>618,944.00</u></b>	<b><u>492,767.70</u></b>	<b><u>79.6%</u></b>
<b>Report Net</b>	<b><u>18,944.43</u></b>	<b><u>47,553.14</u></b>	<b><u>0.00</u></b>	<b><u>(47,553.14)</u></b>	<b><u>-</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Chief Administrative Officer</b>				
	Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY CAO</b>					
Human Resources	1,720.05	5,117.76	25,800.00	20,682.24	80.2%
Investment & Capital Gains	0.00	(71,001.45)	(205,000.00)	(133,998.55)	65.4%
CAO Administration	19,874.50	56,213.96	436,350.00	380,136.04	87.1%
Millbrook & District Food Share	0.00	0.00	2,500.00	2,500.00	100.0%
Millbrook Fair	<u>0.00</u>	<u>0.00</u>	<u>2,500.00</u>	<u>2,500.00</u>	<u>100.0%</u>
<b>Total Revenues:</b>	<b>0.00</b>	<b>(71,001.45)</b>	<b>(250,000.00)</b>	<b>(178,998.55)</b>	<b>71.6%</b>
<b>Total Expenses:</b>	<b><u>21,594.55</u></b>	<b><u>61,331.72</u></b>	<b><u>512,150.00</u></b>	<b><u>450,818.28</u></b>	<b><u>88.0%</u></b>
<b>Report Net</b>	<b><u>21,594.55</u></b>	<b><u>(9,669.73)</u></b>	<b><u>262,150.00</u></b>	<b><u>271,819.73</u></b>	<b><u>103.7%</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Clerks</b> Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY CLERKS</b>					
Corporate Insurance	0.00	200,599.27	201,853.00	1,253.73	0.6%
User Group Insurance	(274.71)	(750.56)	80.00	830.56	1038.2%
Clerk Administration	20,140.12	55,280.90	259,110.00	203,829.10	78.7%
Freedom of Information (FOI)	(1.80)	6,302.11	6,000.00	(302.11)	(5.0%)
Marriage/Civil Licencing	512.26	(303.31)	(2,000.00)	(1,696.69)	84.8%
Elections	0.00	0.00	(5,000.00)	(5,000.00)	100.0%
Cemeteries	9,000.00	14,701.60	15,000.00	298.40	2.0%
Dog Control	(455.22)	(7,935.14)	12,840.00	20,775.14	161.8%
Livestock Loss	(50.00)	(50.00)	1,600.00	1,650.00	103.1%
Accessibility Plan	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>100.0%</u>
<b>Total Revenues:</b>	<b>(2,081.51)</b>	<b>(11,931.86)</b>	<b>(51,740.00)</b>	<b>(39,808.14)</b>	<b>76.9%</b>
<b>Total Expenses:</b>	<b><u>30,952.16</u></b>	<b><u>279,776.73</u></b>	<b><u>542,223.00</u></b>	<b><u>262,446.27</u></b>	<b><u>48.4%</u></b>
<b>Report Net</b>	<b><u>28,870.65</u></b>	<b><u>267,844.87</u></b>	<b><u>490,483.00</u></b>	<b><u>222,638.13</u></b>	<b><u>45.4%</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	Finance and IT Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY FINANCE &amp; IT</b>					
Information Technology/Telecommunication	59,558.29	123,947.40	210,163.00	86,215.60	41.0%
Low Income Disabled Refund	0.00	0.00	1,800.00	1,800.00	100.0%
Millbrook Business Improvement Area	0.00	12,910.00	0.00	(12,910.00)	-
Working Capital Interest	(24,570.16)	(47,476.34)	(55,210.00)	(7,733.66)	14.0%
Retirement - Corporate Administered Benefits	1,021.04	3,063.12	400.00	(2,663.12)	(665.8%)
Administrative Expense Corporate Memberships	0.00	3,654.81	3,800.00	145.19	3.8%
Finance	21,064.25	76,942.89	552,980.00	476,037.11	86.1%
Tax Collections, Arrears & Doubtful Accounts	0.00	0.00	200.00	200.00	100.0%
Cavan Monaghan Own Taxation	<u>(38,253.31)</u>	<u>(104,716.20)</u>	<u>(384,000.00)</u>	<u>(279,283.80)</u>	<u>72.7%</u>
<b>Total Revenue</b>	<b>(81,288.93)</b>	<b>(173,041.74)</b>	<b>(563,987.00)</b>	<b>(390,945.26)</b>	<b>69.3%</b>
<b>Total Expenses</b>	<b><u>100,109.04</u></b>	<b><u>241,367.42</u></b>	<b><u>894,120.00</u></b>	<b><u>652,752.58</u></b>	<b><u>73.0%</u></b>
<b>Report Net</b>	<b><u>18,820.11</u></b>	<b><u>68,325.68</u></b>	<b><u>330,133.00</u></b>	<b><u>261,807.32</u></b>	<b><u>79.3%</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Planning and ECD</b> Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY PLANNING &amp; ECD</b>					
Economic Development Administration	15,116.20	39,481.38	183,850.00	144,368.62	78.5%
Planning Administration	59,788.04	103,808.67	443,150.00	339,341.33	76.6%
Plan of Subdivision Applications	0.00	2,230.23	0.00	(2,230.23)	-
Site Plan Approval Applications	0.00	480.00	0.00	(480.00)	-
Source Water Protection	<u>0.00</u>	<u>0.00</u>	<u>12,500.00</u>	<u>12,500.00</u>	<u>100.0%</u>
<b>Total Revenues:</b>	<b>(1,700.00)</b>	<b>(14,075.00)</b>	<b>(43,950.00)</b>	<b>(29,875.00)</b>	<b>68.0%</b>
<b>Total Expenses:</b>	<u><b>76,604.24</b></u>	<u><b>160,075.28</b></u>	<u><b>683,450.00</b></u>	<u><b>523,374.72</b></u>	<u><b>76.6%</b></u>
<b>Report Net</b>	<u><u><b>74,904.24</b></u></u>	<u><u><b>146,000.28</b></u></u>	<u><u><b>639,500.00</b></u></u>	<u><u><b>493,499.72</b></u></u>	<u><u><b>77.2%</b></u></u>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Protective Services</b> Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY PROTECTIVE SERVICES</b>					
Fire Services Administration	29,894.31	80,850.14	499,710.00	418,859.86	83.8%
Fire Services Communication	1,572.55	14,369.48	37,384.00	23,014.52	61.6%
Fire Suppression	15,546.95	51,376.38	224,700.00	173,323.62	77.1%
Fire Services Training	5,939.25	28,900.85	89,965.00	61,064.15	67.9%
Fire Services Work Hours	6,182.98	14,147.98	121,200.00	107,052.02	88.3%
Fire Prevention/Public Education	0.00	0.00	4,850.00	4,850.00	100.0%
Fire Hall #1 (New Fire Station No.1)	1,838.90	8,492.10	110,250.00	101,757.90	92.3%
Fire Hall #2 Maintenance	1,081.73	4,682.85	16,050.00	11,367.15	70.8%
Equipment Reserves	(1,348.47)	(19,185.16)	(60,716.00)	(41,530.84)	68.4%
Emergency Preparedness	196.75	816.40	5,350.00	4,533.60	84.7%
<b>Total Revenues:</b>	<b>(1,350.97)</b>	<b>(19,204.19)</b>	<b>(240,350.00)</b>	<b>(221,145.81)</b>	<b>92.0%</b>
<b>Total Expenses:</b>	<b>62,255.92</b>	<b>203,655.21</b>	<b>1,289,093.00</b>	<b>1,085,437.79</b>	<b>84.2%</b>
<b>Report Net</b>	<b>60,904.95</b>	<b>184,451.02</b>	<b>1,048,743.00</b>	<b>864,291.98</b>	<b>82.4%</b>
<b>Variance</b>	<b>0.00</b>	<b>1,756.03</b>	<b>0.00</b>	<b>(1,756.03)</b>	<b>-</b>



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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Protective Services</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
	<b>Actual</b>	<b>YTD</b>	<b>Approved</b>	<b>Remaining</b>	<b>Available</b>
	<b>Period</b>		<b>2024</b>	<b>2024</b>	<b>%</b>
	<b>to date</b>				
<b>SUMMARY PROTECTIVE SERVICES VEHICLES</b>					
Pumper 1 - 2017 (P1-17)	1,981.38	2,445.42	9,500.00	7,054.58	74.3%
Pumper 2 - 2009 Class A (P2-09)	276.39	635.78	8,300.00	7,664.22	92.3%
Tanker 4 - 2015 Tandem (T4-15)	391.06	646.82	5,600.00	4,953.18	88.4%
Tanker 1 - 2000 (T1-00)	1,244.22	1,389.36	4,300.00	2,910.64	67.7%
Rescue 1 - 2003 Van (R1-03)	2,258.66	2,827.32	7,000.00	4,172.68	59.6%
Unit 5 - 1988 Half Ton Truck (U5-89)	301.39	368.51	2,000.00	1,631.49	81.6%
Rescue 2 - 2000 Rapid Response (R2-00)	1,386.34	1,738.78	8,000.00	6,261.22	78.3%
Car 1 - 2017 Ford Support Unit (C1-17)	1,921.92	2,438.82	4,900.00	2,461.18	50.2%
Tanker 2 - 2013 (T2-13)	139.58	225.16	2,500.00	2,274.84	91.0%
2016 UTV & Trailer	200.98	200.98	500.00	299.02	59.8%
Car 3 - GMC Support Unit (C3-21)	<u>1,831.98</u>	<u>2,302.03</u>	<u>5,400.00</u>	<u>3,097.97</u>	<u>57.4%</u>
<b>Total Revenues:</b>	<b>0.00</b>	<b>0.00</b>	<b>(50,000.00)</b>	<b>(50,000.00)</b>	<b>100.0%</b>
<b>Total Expenses:</b>	<u><b>11,933.90</b></u>	<u><b>15,218.98</b></u>	<u><b>108,000.00</b></u>	<u><b>92,781.02</b></u>	<u><b>85.9%</b></u>
<b>Report Net</b>	<u><b>11,933.90</b></u>	<u><b>15,218.98</b></u>	<u><b>58,000.00</b></u>	<u><b>42,781.02</b></u>	<u><b>73.8%</b></u>

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Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024

	Protective Services Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
SUMMARY PROTECTIVE SERVICES					
Protective Services Net	60,904.95	184,451.02	1,048,743.00	864,291.98	82.4%
Protective Services Fleet Net	11,933.90	15,218.98	58,000.00	42,781.02	73.8%
Report Net	72,838.85	199,670.00	1,106,743.00	907,073.00	82.0%

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Public Works</b>				
	<b>Actual</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
	<b>Period</b>	<b>YTD</b>	<b>Approved</b>	<b>Remaining</b>	<b>Available</b>
	<b>to date</b>		<b>2024</b>	<b>2024</b>	<b>%</b>
<b>SUMMARY PW SOLAR</b>					
Solar - 920 Larmer Line	6.11	849.33	(2,305.87)	(3,155.20)	136.8%
Solar - 1256 Syer Line	6.84	695.39	(2,105.87)	(2,801.26)	133.0%
Solar - 1470 County Rd. 10	6.11	694.66	(855.87)	(1,550.53)	181.2%
Solar - 25 Centennial Lane	6.11	694.66	(1,455.87)	(2,150.53)	147.7%
Solar - 988 County Rd. 10	6.11	694.66	(1,855.87)	(2,550.53)	137.4%
Solar - 415 County Rd. 21	6.11	694.65	(1,955.87)	(2,650.52)	135.5%
Solar - Tapley 1/4 Line	6.11	694.65	(1,355.87)	(2,050.52)	151.2%
Solar - 1047 Mounty Pleasant Rd.	<u>362.27</u>	<u>1,190.22</u>	<u>(1,655.87)</u>	<u>(2,846.09)</u>	<u>171.9%</u>
<b>Total Revenues:</b>	<b>0.00</b>	<b>0.00</b>	<b>(44,700.00)</b>	<b>(44,700.00)</b>	<b>100.0%</b>
<b>Total Expenses:</b>	<b><u>405.77</u></b>	<b><u>6,208.22</u></b>	<b><u>31,153.04</u></b>	<b><u>24,944.82</u></b>	<b><u>80.1%</u></b>
<b>Report Net</b>	<b><u>405.77</u></b>	<b><u>6,208.22</u></b>	<b><u>(13,546.96)</u></b>	<b><u>(19,755.18)</u></b>	<b><u>145.8%</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Public Works Actual Period to date</b>	<b>Actual YTD</b>	<b>Budget Approved 2024</b>	<b>Budget Remaining 2024</b>	<b>Budget Available %</b>
<b>SUMMARY PW OPERATING</b>					
Non-Residential Well Protective Inspection/Control	0.00	0.00	1,300.00	1,300.00	100.0%
Roads and Environmental Services Administration	52,074.55	99,043.91	1,245,277.00	1,146,233.09	92.0%
PW Operations Center & Storage (est. 2023)	3,167.15	16,697.08	116,924.00	100,226.92	85.7%
Bridges and Culverts	(455.00)	(646.81)	15,000.00	15,646.81	104.3%
Road-side Maintenance	16,433.28	51,608.48	52,000.00	391.52	0.8%
Road Hard Top Maintenance	6,220.60	18,782.48	156,000.00	137,217.52	88.0%
Road Loose Top Maintenance	1,011.68	1,011.68	95,000.00	93,988.32	98.9%
Road Safety Devices and Signs	2,000.73	10,099.11	46,500.00	36,400.89	78.3%
Winter Control	5,858.21	117,523.02	223,150.00	105,626.98	47.3%
Public Works (& Parks) Millbrook Depot	0.00	0.00	12,320.00	12,320.00	100.0%
Street Lighting	1,775.22	5,473.87	24,000.00	18,526.13	77.2%
Storm Water Management Ponds (5)	0.00	0.00	15,000.00	15,000.00	100.0%
Township Pit #1 (Larmer Line)	0.00	0.00	3,000.00	3,000.00	100.0%
Wilson's Pit	0.00	0.00	3,500.00	3,500.00	100.0%
Township Pit #2 (Millbrook)	0.00	0.00	500.00	500.00	100.0%
Crossing Guards	<u>1,781.73</u>	<u>5,238.34</u>	<u>27,000.00</u>	<u>21,761.66</u>	<u>80.6%</u>
<b>Total Revenues:</b>	<b>(455.00)</b>	<b>(730.62)</b>	<b>(167,980.00)</b>	<b>(167,249.38)</b>	<b>99.6%</b>
<b>Total Expenses:</b>	<b><u>90,323.15</u></b>	<b><u>325,561.78</u></b>	<b><u>2,204,451.00</u></b>	<b><u>1,878,889.22</u></b>	<b><u>85.2%</u></b>
<b>Report Net</b>	<b><u>89,868.15</u></b>	<b><u>324,831.16</u></b>	<b><u>2,036,471.00</u></b>	<b><u>1,711,639.84</u></b>	<b><u>84.0%</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Public Works Actual Period to date</b>	<b>Actual YTD</b>	<b>Budget Approved 2024</b>	<b>Budget Remaining 2024</b>	<b>Budget Available %</b>
<b>SUMMARY PW VEHICLES</b>					
General Public Works Fleet	13,091.34	56,255.17	170,000.00	113,744.83	66.9%
JD Backhoe 37-15	0.00	0.00	5,580.00	5,580.00	100.0%
2012 Dodge Truck 4-12 @ Cavan Yard	0.00	239.45	2,350.00	2,110.55	89.8%
International Dump (WATER TRUCK) 11-05	0.00	0.00	4,950.00	4,950.00	100.0%
International Dump Plow & Wing 14-18	45.67	4,036.55	15,990.00	11,953.45	74.8%
Plow 18-20	41.61	526.88	8,465.00	7,938.12	93.8%
Culver Steamer	0.00	0.00	650.00	650.00	100.0%
Float	0.00	0.00	2,920.00	2,920.00	100.0%
Plow 15-20	41.61	2,210.55	5,900.00	3,689.45	62.5%
Dodge One-half Ton 2-16	1,261.66	1,279.42	2,190.00	910.58	41.6%
Grader John Deere 31-10	41.61	124.84	0.00	(124.84)	-
JCB Loader 36-20	0.00	887.56	5,900.00	5,012.44	85.0%
MT7 Trackless Plow 35-18	41.61	733.19	7,180.00	6,446.81	89.8%
2012 Brush Chipper	0.00	783.10	4,870.00	4,086.90	83.9%
International Tandem Truck 17-22	45.67	718.41	2,850.00	2,131.59	74.8%
International Tandem Plow 19-07	389.11	480.45	3,895.00	3,414.55	87.7%
Single Axle International Truck 10-17	45.67	879.41	6,690.00	5,810.59	86.9%
2021 Chev Silverado 1-21	259.32	817.68	1,590.00	772.32	48.6%
International Dump Plow & Wing 16-13	45.67	560.89	10,400.00	9,839.11	94.6%
Rubber Tire Excavator 34-21	2,478.07	5,672.17	13,270.00	7,597.83	57.3%
Tandem Truck 20-17	45.68	876.54	6,940.00	6,063.46	87.4%
Ford Pick Up 3-19	115.28	198.51	6,740.00	6,541.49	97.1%
2022 Chev Silverado 5-22 @ Cavan Yard	0.00	0.00	1,090.00	1,090.00	100.0%
Grader 31-23	0.00	206.52	3,170.00	2,963.48	93.5%
Trackless 38-23	0.00	216.69	1,820.00	1,603.31	88.1%
<b>Total Revenues:</b>	<u>0.00</u>	<u>216.69</u>	<u>1,820.00</u>	<u>1,603.31</u>	<u>88.1%</u>
<b>Total Expenses:</b>	<u>17,989.58</u>	<u>77,703.98</u>	<u>295,400.00</u>	<u>217,696.02</u>	<u>73.7%</u>
<b>Report Net</b>	<u>17,989.58</u>	<u>77,703.98</u>	<u>295,400.00</u>	<u>217,696.02</u>	<u>73.7%</u>

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**Township of Cavan Monaghan**  
**Budget Comparison - Revenue and Expense**  
**For the period ending Sunday, March 31, 2024**

	<b>Public Works</b> Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY PW ENVIRONMENTAL</b>					
Backhoe Case 33-91	0.00	0.00	1,800.00	1,800.00	100.0%
Environmental Services	21,554.86	42,449.00	(111,600.00)	(154,049.00)	138.0%
Organic Kitchen Waste Program	<u>6,046.89</u>	<u>9,945.55</u>	<u>109,800.00</u>	<u>99,854.45</u>	<u>90.9%</u>
<b>Total Revenues:</b>	<b>(7,793.34)</b>	<b>(20,820.14)</b>	<b>(528,745.00)</b>	<b>(507,924.86)</b>	<b>96.1%</b>
<b>Total Expenses:</b>	<u><b>35,395.09</b></u>	<u><b>73,214.69</b></u>	<u><b>528,745.00</b></u>	<u><b>455,530.31</b></u>	<u><b>86.2%</b></u>
<b>Report Net</b>	<u><b>27,601.75</b></u>	<u><b>52,394.55</b></u>	<u><b>0.00</b></u>	<u><b>(52,394.55)</b></u>	<u><b>-</b></u>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Public Works</b> Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY PUBLIC WORKS DEPARTMENT</b>					
Public Works Solar	405.77	6,208.22	(13,546.96)	(19,755.18)	145.8%
Public Works Operations	89,868.15	324,831.16	2,036,471.00	1,711,639.84	84.0%
Public Works Vehicles	17,989.58	77,703.98	295,400.00	217,696.02	73.7%
Public Works Environmental	<u>27,601.75</u>	<u>52,394.55</u>	<u>0.00</u>	<u>(52,394.55)</u>	<u>-</u>
<b>Total Revenues:</b>	<b>(8,248.34)</b>	<b>(21,550.76)</b>	<b>(741,425.00)</b>	<b>(719,874.24)</b>	<b>97.1%</b>
<b>Total Expenses:</b>	<b><u>144,113.59</u></b>	<b><u>482,688.67</u></b>	<b><u>3,059,749.04</u></b>	<b><u>2,577,060.37</u></b>	<b><u>84.2%</u></b>
<b>Report Net</b>	<b><u>135,865.25</u></b>	<b><u>461,137.91</u></b>	<b><u>2,318,324.04</u></b>	<b><u>1,857,186.13</u></b>	<b><u>80.1%</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Committee, Boards and Authorities</b>				
	<u>Actual Period to date</u>	<u>Actual YTD</u>	<u>Budget Approved 2024</u>	<u>Budget Remaining 2024</u>	<u>Budget Available %</u>
<b>SUMMARY COMMITTEE, BOARDS AND AUTHORITIES</b>					
Library Board Requisition	(1,452.00)	355,764.58	359,723.00	3,958.42	1.1%
Ganaraska Conservation Authority Requisition	2,432.78	2,432.78	4,865.56	2,432.78	50.0%
Kawartha Conservation Authority Requisition	0.00	0.00	6,943.00	6,943.00	100.0%
Otonabee Region Conservation Authority Requisition	0.00	26,273.00	105,092.00	78,819.00	75.0%
Millbrook Valley Trails	428.28	529.55	6,500.00	5,970.45	91.9%
Committee of Adjustment	0.00	0.00	2,000.00	2,000.00	100.0%
MRHAC Revitalization & Heritage Advisory	0.00	0.00	6,000.00	6,000.00	100.0%
Sustainability Advisory Committee	<u>0.00</u>	<u>0.00</u>	<u>35,000.00</u>	<u>35,000.00</u>	<u>100.0%</u>
<b>Total Revenue:</b>	<b>(6,500.00)</b>	<b>(6,500.00)</b>	<b>(43,400.00)</b>	<b>(36,900.00)</b>	<b>85.0%</b>
<b>Total Expenses:</b>	<b><u>7,909.06</u></b>	<b><u>391,499.91</u></b>	<b><u>569,523.56</u></b>	<b><u>178,023.65</u></b>	<b><u>31.3%</u></b>
<b>Report Net</b>	<b><u>1,409.06</u></b>	<b><u>384,999.91</u></b>	<b><u>526,123.56</u></b>	<b><u>141,123.65</u></b>	<b><u>26.8%</u></b>



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Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024

	Council Actual Period to date	Actual YTD	Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY COUNCIL</b>					
Council Governance	0.00	50.83	5,000.00	4,949.17	99.0%
Council - Mayor	5,368.27	16,409.65	64,600.00	48,190.35	74.6%
Council - Deputy Mayor	4,850.75	12,491.91	43,800.00	31,308.09	71.5%
Council - Ward 1	2,055.23	6,842.09	30,000.00	23,157.91	77.2%
Council - Ward 2	3,854.21	10,179.46	34,700.00	24,520.54	70.7%
Council - Ward 3	<u>4,133.97</u>	<u>11,245.17</u>	<u>37,400.00</u>	<u>26,154.83</u>	<u>69.9%</u>
<b>Total Expenses:</b>	<u><b>20,262.43</b></u>	<u><b>57,219.11</b></u>	<u><b>215,500.00</b></u>	<u><b>158,280.89</b></u>	<u><b>73.4%</b></u>
<b>Report Net</b>	<u><b>20,262.43</b></u>	<u><b>57,219.11</b></u>	<u><b>215,500.00</b></u>	<u><b>158,280.89</b></u>	<u><b>73.4%</b></u>

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**Township of Cavan Monaghan**  
**Budget Comparison - Revenue and Expense**  
**For the period ending Sunday, March 31, 2024**

	<b>Parks and Facilities</b>				
	Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY PARKS AND FACILITIES</b>					
Health and Safety	0.00	3,506.85	18,000.00	14,493.15	80.5%
Municipal Office Building	19,875.13	52,047.94	230,715.00	178,667.06	77.4%
Maple Leaf Park	647.42	2,017.98	16,250.00	14,232.02	87.6%
Parks and Property	10,167.78	23,429.12	252,640.00	229,210.88	90.7%
Whitfield Landing	0.00	0.00	1,000.00	1,000.00	100.0%
1256 Syer Line	40.93	127.02	2,100.00	1,972.98	94.0%
Parks (& Public Works) Millbrook Depot	945.35	2,454.72	25,019.00	22,564.28	90.2%
Bruce Johnston Library	1,452.58	2,917.41	17,450.00	14,532.59	83.3%
Old Millbrook School	2,625.19	8,009.54	38,670.00	30,660.46	79.3%
Lions Den	501.20	501.20	9,000.00	8,498.80	94.4%
Millbrook Arena	(4,468.58)	(21,060.81)	18,440.00	39,500.81	214.2%
New Community Center (est. 2019)	49,034.05	67,488.23	483,758.00	416,269.77	86.0%
<b>Total Revenues:</b>	<b>(66,427.50)</b>	<b>(200,193.36)</b>	<b>(541,580.00)</b>	<b>(341,386.64)</b>	<b>63.0%</b>
<b>Total Expenses:</b>	<b>147,248.55</b>	<b>341,632.56</b>	<b>1,654,622.00</b>	<b>1,312,989.44</b>	<b>79.4%</b>
<b>Report Net</b>	<b>80,821.05</b>	<b>141,439.20</b>	<b>1,113,042.00</b>	<b>971,602.80</b>	<b>87.3%</b>
<b>Variance</b>	<b>(23.27)</b>	<b>(257.32)</b>	<b>0.00</b>	<b>257.32</b>	<b>-</b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Parks and Facilities</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
	<b>Actual</b>	<b>YTD</b>	<b>Approved</b>	<b>Remaining</b>	<b>Available</b>
	<b>Period</b>		<b>2024</b>	<b>2024</b>	<b>%</b>
	<b>to date</b>				
<b>SUMMARY PARKS AND FACILITIES VEHICLES</b>					
Bobcat (prev. PW 40-01)	0.00	0.00	1,000.00	1,000.00	100.0%
2021 GMC Sierra (3-02)	479.44	1,354.25	6,660.00	5,305.75	79.7%
2021 Ford F150 (3-03)	208.22	314.28	6,660.00	6,345.72	95.3%
Massey 23GL Tractor	548.87	548.87	1,000.00	451.13	45.1%
2014 Dodge Ram (3-04)	216.41	1,649.55	6,360.00	4,710.45	74.1%
2022 Chev Silverado (3-05)	133.87	512.89	6,660.00	6,147.11	92.3%
Olympia Resurfacers	457.91	1,855.62	5,000.00	3,144.38	62.9%
<b>Total Revenues:</b>					
<b>Total Expenses:</b>	<b>2,044.72</b>	<b>6,235.46</b>	<b>33,340.00</b>	<b>27,104.54</b>	<b>81.3%</b>
<b>Report Net</b>	<b>2,044.72</b>	<b>6,235.46</b>	<b>33,340.00</b>	<b>27,104.54</b>	<b>81.3%</b>
<b>Variance</b>	<b>(41.61)</b>	<b>(41.61)</b>	<b>0.00</b>	<b>41.61</b>	<b>-</b>

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**Township of Cavan Monaghan**  
**Budget Comparison - Revenue and Expense**  
**For the period ending Sunday, March 31, 2024**

	<b>Parks and Facilities</b>				
	Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY PARKS AND FACILITIES</b>					
Parks and Facilities Operating	80,821.05	141,439.20	1,113,042.00	971,602.80	87.3%
Parks and Facilities Vehicles	<u>2,044.72</u>	<u>6,235.46</u>	<u>33,340.00</u>	<u>27,104.54</u>	<u>81.3%</u>
<b>Total Revenues:</b>	<b>(66,427.50)</b>	<b>(200,193.36)</b>	<b>(541,580.00)</b>	<b>(341,386.64)</b>	<b>63.0%</b>
<b>Total Expenses:</b>	<b><u>149,293.27</u></b>	<b><u>347,868.02</u></b>	<b><u>1,687,962.00</u></b>	<b><u>1,340,093.98</u></b>	<b><u>79.4%</u></b>
<b>Report Net</b>	<b><u>82,865.77</u></b>	<b><u>147,674.66</u></b>	<b><u>1,146,382.00</u></b>	<b><u>998,707.34</u></b>	<b><u>87.1%</u></b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Police Services Contract</b>				
	Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY POLICE SERVICES</b>					
Police Services Contract	124,706.19	392,507.73	1,508,657.00	1,116,149.27	74.0%
Community Policing	0.00	0.00	2,000.00	2,000.00	100.0%
<b>Total Revenue:</b>	<b>0.00</b>	<b>0.00</b>	<b>(6,243.00)</b>	<b>(6,243.00)</b>	<b>100.0%</b>
<b>Total Expenses:</b>	<b>124,706.19</b>	<b>392,507.73</b>	<b>1,516,900.00</b>	<b>1,124,392.27</b>	<b>74.1%</b>
<b>Report Net</b>	<b>124,706.19</b>	<b>392,507.73</b>	<b>1,510,657.00</b>	<b>1,118,149.27</b>	<b>74.0%</b>

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**Township of Cavan Monaghan  
Budget Comparison - Revenue and Expense  
For the period ending Sunday, March 31, 2024**

	<b>Water and Wastewater</b>				
	Actual Period to date	Actual YTD	Budget Approved 2024	Budget Remaining 2024	Budget Available %
<b>SUMMARY WATER/WASTEWATER</b>					
Water Wastewater Administration	4,680.28	89,878.54	264,726.00	174,847.46	66.0%
Water & Wastewater Debentures	0.00	84,350.38	180,000.00	95,649.62	53.1%
Pumping Station	1,037.25	12,626.76	8,600.00	(4,026.76)	(46.8%)
Millbrook Wastewater Plant	49,181.52	108,387.09	517,855.00	409,467.91	79.1%
Wastewater Collection System	0.00	0.00	10,000.00	10,000.00	100.0%
Contribution to/from Wastewater Revenue	0.00	0.00	598,472.00	598,472.00	100.0%
Wastewater Revenue	0.00	(198,161.89)	(1,133,656.00)	(935,494.11)	82.5%
Water Revenue	(1,450.35)	(125,028.40)	(701,664.00)	(576,635.60)	82.2%
Water & Wastewater Other Income	(60.00)	(420.00)	0.00	420.00	-
Millbrook Water - Distribution System	0.00	150.00	35,000.00	34,850.00	99.6%
Millbrook Water - Treatment & Supply	10,530.72	22,589.38	143,567.00	120,977.62	84.3%
Millbrook Water - Standpipe Tower	1,104.73	1,734.98	8,675.00	6,940.02	80.0%
Sysco Oper. Wastewater Agreement	(5,949.25)	596.76	0.00	(596.76)	-
Booster Pumping Station	3,457.44	10,263.59	20,125.00	9,861.41	49.0%
Kawartha Downs Wastewater Agreement	(2,720.35)	1,940.34	0.00	(1,940.34)	-
Water and Wastewater Capacity Monitoring	2,035.20	2,035.20	60,000.00	57,964.80	96.6%
New 1/2 Ton Truck	0.00	0.00	3,700.00	3,700.00	100.0%
Bulk Water Sale	<u>2,409.62</u>	<u>2,182.22</u>	<u>(15,400.00)</u>	<u>(17,582.22)</u>	<u>114.2%</u>
<b>Total Revenues:</b>	<b>(19,623.53)</b>	<b>(346,317.35)</b>	<b>(1,680,348.00)</b>	<b>(1,334,030.65)</b>	<b>79.4%</b>
<b>Total Expenses:</b>	<b><u>83,880.34</u></b>	<b><u>359,442.30</u></b>	<b><u>1,680,348.00</u></b>	<b><u>1,320,905.70</u></b>	<b><u>78.6%</u></b>
<b>Report Net</b>	<b><u>64,256.81</u></b>	<b><u>13,124.95</u></b>	<b><u>0.00</u></b>	<b><u>(13,124.95)</u></b>	<b><u>-</u></b>



<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Chris Allison, Parks and Facilities Manager
<b>Report Number:</b>	Parks and Facilities 2024-01
<b>Subject:</b>	Cavan Monaghan Community Centre Splash Pad Design and Installation Request for Proposal RFP-PF-24-01

### **Recommendation:**

That Council award the Cavan Monaghan Community Centre Splash Pad Design and Installation Request for Proposal RFP-PF-24-01 to ABC Recreation at the proposal amount of \$224,826.95 with H.S.T. in the amount of \$29,227.50 for a total amount of \$254,054.45. The total proposal amount with net municipal H.S.T. is \$228,783.90.

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### **Overview:**

The Township of Cavan Monaghan called, Request for Proposal RFP-PF-24-01 Cavan Monaghan Community Centre Splash Pad Design and Installation for proposals from qualified contractors with the capabilities of meeting the design, installation and timelines specified within the RFP. The proposed Splash Pad which is identified in the Vision – 2035 Parks and Recreation Strategic Plan will be constructed at The Cavan Monaghan Community Centre (CMCC). The CMCC is currently the hub of the community which includes, an ice surface, walking track, community hall, studio, meeting rooms, outdoor playground, and outside fitness equipment.

The area designated for the splash pad is approximately 24.0m x 14.0m. The selected area was pre-engineered with the construction of the CMCC. The outer oval area currently designated as a sand play area will comprise the Community Splash Pad. The inner oval currently a garden will remain and measures approximately 4.5m x 7.5m. The location offers municipal sanitary, storm, water service and electrical supply.

Township staff have applied for a grant for this project to build out the existing CMCC grounds to include the Splash Pad Facility through the Ontario Trillium Foundation. The funding request of \$195,500.00 would cover the cost of Installation, Playsafe Drain, Water Distribution System, Nozzles and Fixtures, Manifold Cabinet, Foundation with Floor and Recessing Lifting Devices. Should the grant funding be received construction may not commence prior to July 9<sup>th</sup>, 2024 which was outlined in the RFP.

Request for Proposal Cavan Monaghan Community Centre Splash Pad Design and Installation RFP-PF-24-01 was called and posted to the Township Website on March 18, 2024. The closing date was April 11, 2024 at 11:00 a.m. The Request for Proposal was opened publically on YouTube at 11:00 a.m. the same day by senior staff, Kimberley Pope, Chris Allison and Karlie Hartman, representing the Township, Mayor Matthew Graham representing Council.

Five bids were received and are outlined below:

<b>Bidder</b>	<b>Tender amount excluding HST</b>
ABC Recreation Ltd.	\$ 224,826.95
Park N Play Design Company Ltd.	\$ 228,978.18
Diamond Head Sprinklers Inc.	\$ 229,500.00
Park N Water Ltd.	\$ 229,755.76
New World Park Solutions	\$ 229,910.00

After staff review of documentation, the Request for Proposal approval is recommended to ABC Recreation Ltd. as per this report to Council. ABC Recreation's proposal was the lowest bid received and came in slightly under the approved 2024 Capital budget for this project.

ABC Recreation's proposal aligns closely with the outlined specifications and objectives set forth in the RFP. The design (Attachment No.1) caters to everyone, ensuring inclusion and sensory satisfaction. Equipped with specialized features, it accommodates toddlers with a gentle and safe play area in the Toddler Bay. Teens can engage in more dynamic activities in the Teen Bay, designed to keep them entertained and active. Meanwhile families can enjoy quality time together in the Family Bay, where interactive elements promote bonding and shared experiences. With careful consideration of diverse needs, this splash pad provides an inclusive and enjoyable aquatic environment for all ages.

ABC Recreation Demonstrates a comprehensive understanding of our communities' needs and desires. We are confident they will deliver a high quality, innovated splash pad that will serve as a valuable recreational asset for our community members of all ages.

The project timeline proposed will commence with a design review meeting in May with order processing at that time. Manufacturing lead time on materials is estimated at 8 weeks. Construction start-up meeting in July with construction beginning in early August or possibly sooner. Construction timeline duration is estimated at 2 weeks for completion of the Splash Pad.

### **Financial Impact:**

ABC Recreation Ltd. Request for Proposal in the amount of \$224,826.95 with H.S.T. in the amount of \$29,227.50 for a total amount of \$254,054.45. The total proposal amount with net municipal H.S.T. is \$228,783.90.



Therefore, the total budget of \$228,783.90 is to be funded using the 2024 Capital Budget of \$230,000.00 as approved in the 2024 Capital Budget for Splash Pad / Water Features.

Project contingency has not been included in the project. Should there be any unforeseen overages a report will be provided to Council for direction.

**Attachment:**

Attachment No 1. - ABC Recreation Ltd. Design Drawings and Features.

Respectfully Submitted by,

Reviewed by,

Chris Allison  
Parks and Facilities Manager

Yvette Hurley  
Chief Administrative Officer



All 3D images shown are for illustration purposes only. Actual colors, textures and finishes may differ from images.



Cavan Monaghan Community Centre\_ON  
Version 18\_38577

Splashpad  
View 2







All 3D renderings shown are for illustrative purposes only. Actual colors, materials and finishes may differ from renderings.



**VORTEX**

Cavan Monaghan Community Centre\_ON  
Version B-3607



**Splashpad**  
Version 3



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Drew Hutchison, Public Works Engineering Technician
<b>Report Number:</b>	Public Works 2024-07
<b>Subject:</b>	County of Peterborough Cooperative Tender T-02-2024 Surface Treatment

### Recommendations:

1. That Council award the Cavan Monaghan portion of Peterborough County cooperative Tender T-02-2024 to Miller Paving Limited at the lowest tender amount of \$365,657.60 with H.S.T. of \$47,535.49. The total tender amount with the net municipal H.S.T. is \$372,093.17; and
2. That Council approve the addition of Buckland Drive to the Surface Treatment program for an amount of \$8,072.96. The total amount for the addition of Buckland Drive with the net municipal H.S.T. is \$8,215.03; and
3. That Council approves a 10% Contingency in the amount of \$38,030.82 for this project. The total amount for approval including contingencies is \$418,339.03. The Surface Treatment program of \$418,510.00 was approved in the 2024 Capital Budget.

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### Overview:

The County of Peterborough called a cooperative Tender T-02-2024 for Surface Treatment for the County of Peterborough and the Townships of Douro Dummer, Trent Lakes, Selwyn, Havelock-Belmont-Methuen, Asphodel-Norwood and Cavan Monaghan.

Three bids were received as outlined below:

	<b>Miller Paving</b>	<b>Greenwood Paving</b>	<b>Dufferin Construction</b>
County of Peterborough	\$3,593,550.00	\$3,481,595.00	\$3,626,894.40
Township of Douro-Dummer	\$605,785.00	\$580,414.00	\$569,257.00
Municipality of Trent Lakes	\$140,370.00	\$151,001.00	\$166,135.00
<b>Township of Cavan Monaghan</b>	<b>\$365,657.60</b>	<b>\$406,560.00</b>	<b>\$408,704.00</b>

Township of Selwyn	\$313,324.60	\$412,260.50	\$335,755.00
Township of Havelock-Belmont-Methuen	\$122,265.00	\$117,760.50	\$132,561.00
Township of Asphodel-Norwood	\$255,312.50	\$253,021.00	\$159,905.00

Miller Paving Limited submitted the lowest compliant bid for the Township of Cavan Monaghan. County staff provided wording within the tender allowing each Township Council to award the lowest bid for their work.

The sections outlined in this Tender to be treated were: Zion Line from County Road 10 westerly 1.6km, Larmer Line from 1116 Larmer Line to County Road 10, Larmer Line from 619 Larmer Line to Tapley ¼ Line, Hutchison Drive from County Road 21 to 0.8km southerly, Stewart Line from Winslow ¼ Line to 1.0km westerly, and Syer Line from Vista Crescent to 1.5km westerly.

Staff are recommending the addition of Buckland Drive to be treated from County Road 10 to the easterly limits, approximately 175m. Staff have been receiving concerns from residents regarding the conditions of Buckland Drive. The road surface is nearing the end of its useful life. In the 2020 Road Needs Study, Buckland Drives condition rating would qualify, as a 1-5 year needs.

The sections of road proposed for the 2024 Surface Treatment Program are identified in the Site Location Map, Attachment No. 1.

The total estimated cost for these sections will be as follows:

Surface Treatment	Tender Price (HST Not Included)
1. Zion Line	\$ 75,980.80
2. Larmer Line (East)	\$ 75,980.80
3. Larmer Line (West)	\$ 56,985.60
4. Hutchison Drive	\$ 37,990.40
5. Stewart Line	\$ 47,488.00
6. Syer Line	\$ 71,232.00
7. Buckland Drive	\$ 8,072.96
Subtotal	\$ 373,730.56
Total (with net municipal H.S.T. Rebate)	\$ 380,308.22
10% Contingency	\$ 38,030.82
<b>Total for Approval</b>	<b>\$ 418,339.04</b>

**Financial Impact:**

The Surface Treatment Capital Budget of \$418,510.00 was approved in the 2024 Capital Budget.

The tender came in at a price of \$365,657.60 plus H.S.T. in the amount of \$37,209.32 for a total of \$372,093.17. After the municipal H.S.T. rebate and the addition of contingency amount, the total tender price will be \$409,302.49. The additional cost associated with adding Buckland Drive to the 2024 Surface Treatment Tender including net municipal H.S.T. and 10% contingency is a total amount of \$9,036.54.

The total tender amount for approval including the addition of Buckland Drive and a 10% contingency is \$418,339.03.

**Attachment:**

Attachment No. 1 – Surface Treatment Site Location Maps

Respectfully Submitted by,

Reviewed by,

Drew Hutchison  
Public Works Engineering Technician

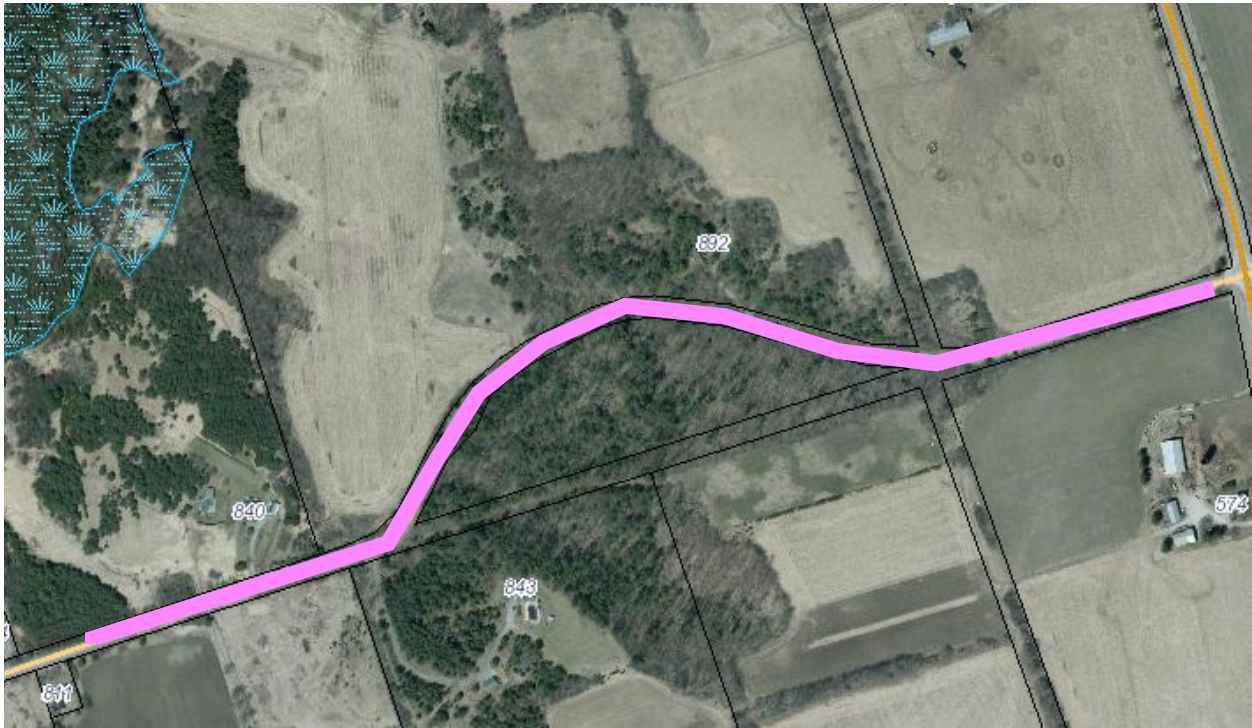
Yvette Hurley  
Chief Administrative Officer

Wayne Hancock  
Director of Public Works



## ATTACHMENT NO. 1 – SURFACE TREATMENT LOCATION MAPS

- 1) Zion Line:  
Double Surface Treatment – 1.6km



- 2) Larmer Line (East):  
Double Surface Treatment – 1.6km





- 3) Larmer Line West:  
Double Surface Treatment – 1.2km



- 4) Hutchison Drive  
Double Surface Treatment – 0.8km

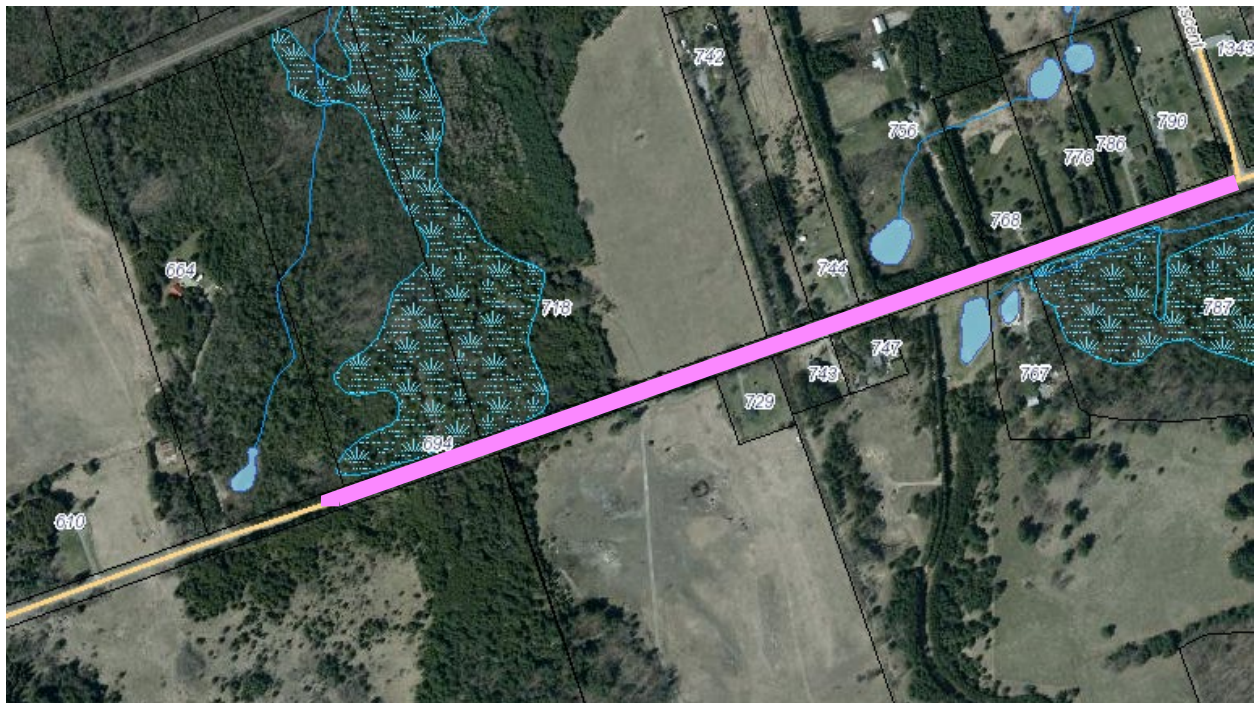




- 5) Stewart Line  
Double Surface Treatment – 1.0km



- 6) Syer Line  
Double Surface Treatment – 1.5km



- 7) Buckland Drive  
Double Surface Treatment – 175m







## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Brigid Ayotte, Economic Development & Communications Officer
<b>Report Number:</b>	PEB 2024-24
<b>Subject:</b>	Harvest Table Dinner

### Recommendations:

1. That Council authorizes staff to organize a Harvest Table Dinner on September 13, 2024 on Needler's Lane next to Needler's Mill, and
2. That Council appoint a Council member to work with the internal Harvest Table Committee.

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### Overview:

In September 2018, the Township hosted its first Harvest Table Dinner, an event that celebrates our rural heritage and our local agricultural producers. The dinner was also a fundraiser for the Cavan Monaghan Community Centre.

The Harvest Table Dinner is a long table, family style dinner, employing local chefs and using local food, craft brewers and local wines. The event was very successful and feedback from the community was very positive. During this year's budget process, we identified planning for this event in the fall of 2024. This year, Staff are proposing the event take place on Friday, September 13, 2024 on Needler's Lane by the Millpond. The proposed location will not only eliminate the negative impact a King Street road closure has on local business owners but it will also provide an opportunity to showcase a very picturesque natural historical feature in our community.

The event may target both local residents and potential visitors from surrounding regions, Greater Toronto Area, Greater Peterborough Area, Durham Region, City of Kawartha Lakes and Northumberland County. Staff will work with Peterborough and the Kawarthas Tourism to help promote the event both inside and outside the region.

In preparation of the event, staff reached out to Ontario Lottery and Gaming (OLG) as a potential sponsor for the Harvest Table Dinner. They are excited to take part and have committed \$5,000. Staff/committee will reach out for further sponsors for the event and report back to Council at a later time.

Staff recommend that any proceeds from the event be directed to local not-for-profit community agencies such as; Millbrook and District Food Share, Community Care etc. A post-event report with recommendations will be provided to Council for consideration.

Staff have formed an internal committee to help organize the Harvest Table Dinner and are seeking a Council member to work with committee.

**Financial Impact:**

In the 2024 operating budget, approximately \$22,500 was identified for the Harvest Table Dinner.

**Attachment:**

Map of Needler's Lane and Mill

Respectfully Submitted by:

Reviewed by:

Brigid Ayotte  
Economic & Community Development Coordinator

Yvette Hurley  
Chief Administrative Officer

## Attachment 1: Map of Needler's Lane and Mill

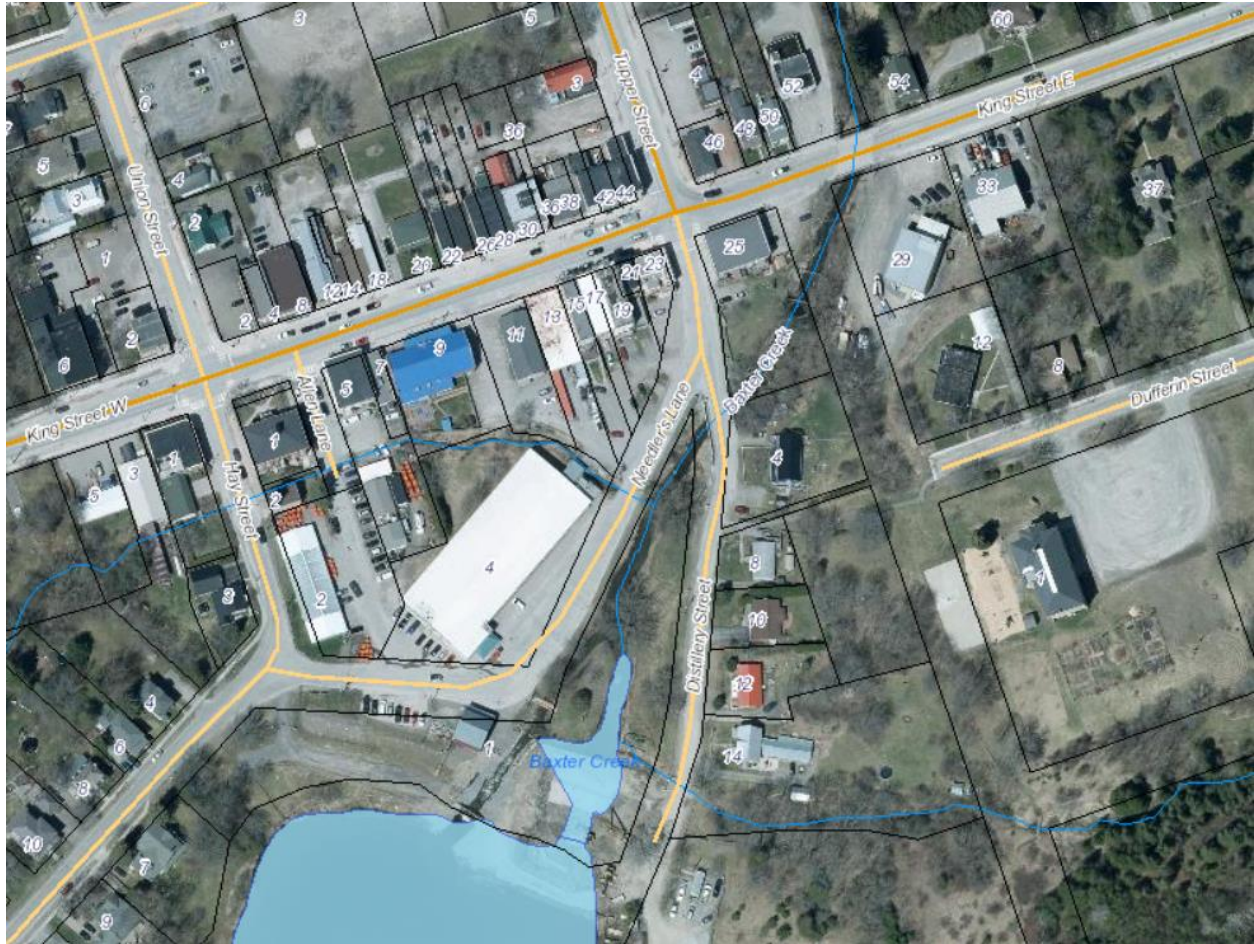




## Attachment 1: Map of Needler's Lane and Mill



## Attachment 1: Map of Needler's Lane and Mill





## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Brigid Ayotte, Economic Development & Communications Officer
<b>Report Number:</b>	PEB 2024-25
<b>Subject:</b>	Road Occupancy Permits for 2024 Special Events

### Recommendations:

1. That Council authorize staff to issue Road Occupancy Permits for Special Events on County Roads to occupy roads in the Township for Events/Festivals in 2024 as outlined in Table 1 below; and
2. That the Township of Cavan Monaghan provides a Certificate of Insurance to the County of Peterborough for the Scheduled 2024 Events/Festivals listed in this Report.

### Overview:

Staff brought report PEB 2024-04 to Council on February 5, 2024. A copy of this report is attached to this report.

There have been amendments to some locations/closures. The adopted report must match the Certificate of Insurance; therefore, Staff is bringing forward an amended table for Council's approval.

**Table 1:**

Date	Time	Event	Location/Closures
June 8	9:00 a.m. – 3:00 p.m.	Millbrook Fair Parade	Marshalling at the Old Millbrook Arena, north on Needler's Lane, West on King Street (County Road 21) to Main Street, south on Main Street to Frederick Street, east on Frederick Street to the Millbrook Fairgrounds.
July 6	6:00 a.m. – 3:00 p.m.	Millbrook Lions Car Show	King Street from Tupper to Union St., Distillery Street from Anne to King Street, Hay Street
July 25	12:00 p.m. –	Ladies Night	King St. from Tupper St. to



	10:00 p.m.		Union St.
September 13	9:00 a.m. – 9:00 p.m.	Harvest Table Dinner	Needler's Lane from King Street to Hay Street.
October 5	9:00 a.m. – 9:00 p.m.	Fall Festival (BIA)	King Street from Tupper St. to Union St.
November 11	10:00 a.m. – 1:00 p.m.	Remembrance Day Parade	King Street from Tupper St to Union St.
December 5	4:00 p.m. – 9:00 p.m.	Christmas In the Village	King St. from Tupper St. to Union St.
December 7	11:00 a.m. – 2:00 p.m.	Santa Claus Parade	Marshals at the Millbrook Christian Assembly, travels east on King Street to the Old Millbrook Arena on Needler's Lane in behind the arena

As part of the permit process, Staff circulates a copy of this report along with a Certificate of Insurance and a traffic management plan to the County Public Works Department, Peterborough Police, Peterborough County Emergency Management System (EMS), and the Fire Department for information ahead of these events. Staff will continue to work with Community Policing to facilitate the road closures on the day of the event.

**Financial Impact:**

There is no cost to issue road occupancy permits.

**Attachment:**

Report PEB 2024-04 Road Occupancy Permits for 2024 Events

Respectfully Submitted by:

Brigid Ayotte  
Economic Development & Comm. Officer

Reviewed by:  
Yvette Hurley  
Chief Administrative Officer

## Attachment 1: PEB 2024-04 Road Occupancy Permits for 2024 Special Events



### Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	February 5, 2024
<b>From:</b>	Brigid Ayotte, Economic Development & Communications Officer
<b>Report Number:</b>	PEB 2024-04
<b>Subject:</b>	Road Occupancy Permits for 2024 Special Events

### Recommendations:

1. That Council authorize staff to issue Road Occupancy Permits for Special Events on County Roads to occupy roads in the Township for events/festivals in 2024 as outlined in Table 1 below; and
2. That the Township of Cavan Monaghan provide a Certificate of Insurance to the County of Peterborough for the Scheduled 2024 Events/Festivals listed in this Report.

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### Overview:

Traditionally, Council request that all road closure/occupancy dates be presented at one time so that Council and the public are made aware of the events and activities being hosted throughout the year in the Township

This allows for maximum exposure and advertisement of the events in the downtown as well as the numerous social activities for participants and vendors scheduled throughout the year. Staff have consulted with the various organizers and supports the events, dates, and road occupancies listed in the table below.

Staff will continue to assist with these events as resources permit.

**Table 1:**

Date	Time	Event	Location/Closures
June 8	9:00 a.m. – 3:00 p.m.	Millbrook Fair Parade	King Street from Tupper Street to Main Street, South on Main Street to Frederick St., East on Frederick to Fairgrounds.
July 6	6:00 a.m. – 6:00 p.m.	Millbrook Legion Car Show	King Street from Tupper to Union St., Distillery Street

**Attachment 1: PEB 2024-04 Road Occupancy Permits for 2024 Special Events**

			from Anne to King Street, Hay Street
July 25	12:00 p.m. – 10:00 p.m.	Ladies Night	King St. from Tupper St. to Union St.
September 14 (TBD)	9:00 a.m. – 9:00 p.m.	Harvest Table Dinner	King St. from Tupper St. to Union St.
October 5	9:00 a.m. – 9:00 p.m.	Fall Festival (BIA)	King Street from Tupper St. to Union St.
November 11	9:00 a.m. – 1:00 p.m.	Remembrance Day Parade	King Street from Tupper St to Union St.
December 5	4:00 p.m. – 9:00 p.m.	Christmas In the Village	King St. from Tupper St. to Union St.
December 7	11:00 am – 2:00 pm	Santa Claus Parade	Gathers at the Millbrook Christian Assembly, travels east on King Street to Needler's Lane in behind the arena

**Background:**

Throughout the year, the Township is very busy with events and filming happening on King Street (County Road 21) Tupper St. (County Road 10) among other areas within the Millbrook Urban Area.

In May 2022, the Township entered into a Memorandum of Understanding (MOU) with the County of Peterborough for a one (1) year Pilot Project of Delegation of Authority for Event/Road Occupancy Permits on County Roads within the Millbrook Urban Area. The intent of the MOU was to streamline the duplication of work between Township and Peterborough County Staff when issuing road occupancy permits. It delegated the authority for the approval of road occupancy permits within Millbrook Urban Area along King Street (County Road 21) and Tupper Street (County Road 10) to the Township.

The MOU was executed by By-law No. 2022-31, which is attached to this report.

The arrangement has worked very well for both parties. County Staff expressed their intent to make the MOU permanent and include all Townships.

As part of the permit process, Staff circulates a copy of this report along with a Certificate of Insurance and a traffic management plan to the County Public Works Department, Peterborough Police, Peterborough County Emergency Management System (EMS), and the Fire Department for information ahead of these events. Staff will continue to work with Community Policing to facilitate the road closures on the day of the event.

**Financial Impact:**

Road occupancy permits are issued at no cost.

**Attachment:**

## **Attachment 1: PEB 2024-04 Road Occupancy Permits for 2024 Special Events**

### **By-law No. 2022-31**

Respectively Submitted by:

Reviewed by:

Brigid Ayotte  
Economic Development & Comm. Officer

John Connolly  
Executive Director of Planning &  
Development

Reviewed by:

Yvette Hurley  
Chief Administrative Officer



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Bill Balfour, Fire Chief
<b>Report Number:</b>	Fire Department 2024-02
<b>Subject:</b>	Paging Services Agreement

### Recommendation:

That Council authorizes the Mayor and Clerk to execute By-law No. 2024-24 Being a by-law to authorize the Township of Cavan Monaghan to enter into a Radio Services Agreement with Bell Mobility Inc., including the Townships of Douro-Dummer, Trent Lakes, Havelock-Belmont-Methuen, North Kawartha, and Otonabee-South Monaghan.

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### Overview:

Currently, all Townships in Peterborough County rely on paging systems to notify firefighters of emergencies within their respective areas. This paging service is administered by a private company owned and operated by TAS Page, which also extends its paging services to various users such as transportation services, realtors, and medical personnel. With the widespread adoption of smartphones and applications, the demand for paging services has significantly diminished, primarily remaining essential for fire departments. Consequently, TAS Page has communicated its intention to cease providing paging services in its future business model. The company formally notified municipalities that they would be discontinuing paging services. The company, however, agreed to work with local municipalities during the transition period. This Item was identified in the 2023/2024 budget processes as a significant increase over the \$7,648.61 that was spent in 2023.

Fire Chiefs from the County unanimously decided, in collaboration with TAS Page's owner, to implement interim measures for the continued use of the current paging infrastructure, which is nearing the end of its operational life. Despite TAS Page surpassing its preferred service end date, a new device has been ordered by Bearcom (with consensus from the Fire Chiefs) to enable direct page transmissions from dispatch, bypassing TAS Page's outdated terminal. While this temporary device may not replicate all the functions of the TAS Page terminal, it will facilitate direct page notifications from dispatch. Notably, certain features like page grouping may be unavailable, pending final testing. There is an expectation that a hub rental through TAS Page, similar to the existing towers transmitting pages, will be necessary.

The recently acquired temporary device has arrived, and initial testing has demonstrated success for alphanumeric paging. However, it is anticipated that voice paging may exhibit reduced coverage compared to alphanumeric paging within the current infrastructure. It's crucial to note that this interim solution operates on the aged existing infrastructure, prompting all participating departments to unanimously agree that it is not a viable long-term system due to the outdated infrastructure it relies on. Additionally, the system lacks a backup power source.

The May 21st, 2022, derecho incident underscored the vulnerability of the paging system in Peterborough County, revealing a total system failure. This emphasized the importance of implementing business continuity plans for emergency services communication systems. Notably, there were no formalized service agreements with our previous suppliers. Moving forward, it is crucial to establish formalized responses to address failures in the overall system.

The County Chiefs formed a subcommittee to review a number of options in light of the information discussed above. There were six (6) options explored as outlined below:

Paging Option(s)	Discussion and Challenges
1. Continue with existing infrastructure	<p>All parties have already made concessions to continue to use the existing paging infrastructure as a temporary solution - TAS Page has extended their service beyond their preferred end date and Bearcom has ordered a new device (as agreed by all participating fire chiefs) to send pages directly from dispatch, rather than routing them through TAS Page's aging terminal. This new, temporary device will not be able to perform all the functions that the TAS Page terminal could but will be able to send out a page notification from dispatch directly; for example, grouping of pages may be unavailable, but final testing will determine this. We anticipate that we will need to include rental of a hub through TAS Page, similar to the towers being used to transmit the page. The device ordered by Bearcom is in and preliminary testing was successful on alphanumeric only. Voice paging is anticipated to have less coverage than alphanumeric with the current infrastructure. This temporary solution is still on the old, existing infrastructure, and all participating departments agreed this is not the system to utilize for the long term. This system is also lacking a back-up power source.</p> <p>It is worth noting that service agreements with our previous suppliers have never been formalized, as far as the committee is aware, and going forward, response paging failures in the overall system should be formalized.</p>
2. Kronos Simulcast system (handled by Kenwood/Bearcom)	<p>The Bearcom/Kenwood package has yet to be finalized and anticipate it won't be. Their proposal is primarily based on towers that are not CSA approved or do not meet NFPA standards. Ownership is not desired by the company, so the County fire departments would need to establish ownership. It is worth noting that this local branch has been sold to</p>

	different companies several times over the past few years.
3. Swissphone DiCal system	See attached agreement from Bell/ Swissphone.
4. Two tone voice digital paging	Voice paging through radios or pagers does not separate radio and paging communication towers (this creates a risk if you lose one system, you lose both), has privacy concerns and will require new pagers or personal radios. Ownership is also an issue with this option. Existing towers are not CSA approved and don't meet NFPA standards.
5. Two tone digital paging	Alpha paging could be done in a similar way to the voice paging and use existing pagers but is still shares the same risk by having both radio and paging on the same towers, ownership continues to be an issue and towers are not CSA approved and don't meet NFPA standards.
6. No paging - rely on the Who's Responding App	The Who's Responding App is not marketed or intended to be the primary fire department emergency notification system. Using the app also puts the onus on the individual firefighter to own a compatible phone, pay for data or text services, and have adequate mobile reception to receive messages/use the app.

Based on the information provided, it is advisable for the Council to consider Swissphone DiCal system, the Bell mobility phone alternative. Two key reasons support this recommendation. Firstly, the contract entails a fixed price for a duration of 7 years, allowing flexibility for potential advancements in communication technologies that may render pagers obsolete. Secondly, as a one-sixth (1/6) owner in a paging network without any owned tower sites or CSA/NFPA approved towers, there are significant challenges to business continuity. Engaging multiple external companies other than the Swissphone DiCal system would be necessary for services such as tower site locations instillation and maintenance, IT services, repair services, and administrative services which, are all addressed by the Swissphone DiCal system.

If approved by the relevant Councils, the execution of this project is anticipated to occur in the latter part of the fourth quarter of 2024. As the go-live date remains uncertain, the current budgeted costs are less than the initial projections, and a revised estimate is presented below. The CAO's from the respective municipal partners have also been involved therefore staff recommendation if before council for consideration.

Cavan Monaghan costing breakdown including an estimated cost for the 2024 portion is as follows for this proposal:

<b>Year</b>	<b>Total Cost Cavan Monaghan plus H.S.T</b>
2024	\$30,996.00
2025	\$61,922.00
2026	\$61,922.00
2027	\$61,922.00
2028	\$61,922.00
2029	\$61,922.00
2030	\$61,922.00

## **Financial Impact**

The Funds for this contract have been included in the 2024 operating budget account number 01-50-000-50001-6150 and a portion of the costs was offset by utilizing reserve funds from the Fire Communication Reserve, any funds not used in 2024 will be returned to the Communication Reserve to offset the future year(s) cost(s). The total cost of the Fire Communications Service agreement to Cavan Monaghan for 2024 is estimated to be \$30,996.00 plus H.S.T in the amount of \$4,025.58 for a total costing of \$35,021.58 municipal rebate making the total actual cost \$31,541.53 and will be adjusted in future budget requests if approved by Council as outlined in the chart above.

## **Attachment:**

Attachment No. 1 By-law No. 2024-24

Respectfully Submitted by,

Reviewed by,

Bill Balfour  
Fire Chief

Yvette Hurley  
Chief Administrative Officer



## **The Township of Cavan Monaghan**

### **By-law No. 2024-24**

**Being a by-law to authorize the Township of Cavan Monaghan to enter into a Radio Services Agreement with Bell Mobility Inc., the Townships of Douro-Dummer, Trent Lakes, Havelock-Belmont-Methuen, North Kawartha, and Otonabee-South Monaghan.**

**Whereas** the Municipal Act, 2001, c. 25, s. 19(2) provides that a municipality may exercise its powers, other than its power to impose taxes, to provide a municipal system to provide a service or thing in an area in another municipality or in unorganized territory if one of the purposes for so acting is for its own purposes.

**And Whereas** the Municipal Act, 2001, c. 25, s. 20(1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**And Whereas** Bell Mobility Inc., the Townships of Douro-Dummer, Trent Lakes, Havelock-Belmont-Methuen, North Kawartha, and Otonabee-South Monaghan have individually expressed a desire to enter into a Radio Services Agreement and have jointly negotiated the terms and conditions upon which the delivery of Radio Services will be provided for on behalf of the respective municipalities.

**Now Therefore** the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and the Clerk are hereby authorized to execute the Radio Services Agreement with Bell Mobility Inc., the Townships of Douro-Dummer, Trent Lakes, Havelock-Belmont-Methuen, North Kawartha, and Otonabee-South Monaghan in the form attached hereto as Schedule "A", and to affix the seal of the Corporation thereto.
2. That this By-law shall be commonly called the "Paging Services Agreement By-Law"

Read a first, second and third time and passed this 6<sup>th</sup> day of May 2024.

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**Matthew Graham**  
Mayor

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**Cindy Page**  
Clerk

## **Schedule A**

## RADIO SERVICES AGREEMENT

This Agreement is between

The Corporation of the Township of Cavan Monaghan, 988 County Road 10, Millbrook On, L0A 1G0 ("Cavan Monaghan")

AND

The Corporation of the Township of Douro-Dummer, 894 South Street, P.O. Box 92, Warsaw, ON K0L 3A0 ("Douro-Dummer")

AND

The Corporation of the Municipality of Trent Lakes, 760 Peterborough County Road 36, Trent Lakes, Ontario K0M 1A0 ("Trent Lakes")

AND

The Corporation of the Township of Havelock-Belmont-Methuen, 1 Ottawa St E., P.O. Box 10 Havelock Ontario, K0L1Z0 ("Havelock-Belmont-Methuen")

AND

The Corporation of the Township of North Kawartha, 280 Burleigh Street, PO Box 550 Apsley, ON K0L 1A0 ("North Kawartha")

AND

The Corporation of the Township of Otonabee-South Monaghan, 20 Third Street P.O. Box 70 Keene, On K0L 2G0 ("Otonabee-South Monaghan")

AND

Bell Mobility Inc. a corporation incorporated under the laws of Canada, having its registered office at 1050 Côte du Beaver Hall, Montréal, Québec, H2Z 1S4 ("**Bell**")

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. AGREEMENT AND SCHEDULES**

- 1.1. Townships: The following 6 entities are each individually defined as a "**Township**": Cavan Monaghan; Douro-Dummer; Trent Lakes; Havelock-Belmont-Methuen; North Kawartha; and Otonabee-South Monaghan. All Townships together are jointly considered the Customer, and are jointly and severally liable under this agreement for all obligations including but not limited to the payment of Fees.
- 1.2. Services and Products: The Customer requests and Bell will provide to the Customer the services and products described in each schedule attached to, and forming part of, this agreement from time to time (a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".

- 1.3. Services: Services purchased pursuant to the Agreement (each a “**Service**”, collectively the “**Services**”), and additional terms and conditions applicable to the provision of the Service(s) are described in Schedules attached to this Agreement from time to time (each a “**Service Schedule**”), as further described in Section 2.
- 1.4. Products: Equipment (including Purchased Equipment), maintenance services, software and/or firmware purchased pursuant to the Agreement (each a “**Product**”, collectively the “**Products**”), and additional terms and conditions applicable to the provision of Product(s) are described in Schedules attached to this Agreement from time to time (each a “**Product Schedule**”).
- (a) Customer assumes the risk of loss and damage to any Product that has been delivered to its premises. The Product is billable to the Customer upon delivery, provided that the Product was ordered by Customer, and the Product is not visibly damaged. Title to Product shall transfer to Customer upon payment in full of all Fees and Taxes (as defined below). Once title and risk of loss has passed to Customer, Bell is not responsible for any defect in the Product.
  - (b) By installing or using Products, Customer agrees that any hardware or software included with the Product purchase is licensed, and otherwise subject to conditions of use, strictly in accordance with the terms provided by the OEM (“**OEM Terms**”). The OEM Terms are a binding contract directly between Customer and the OEM, formed upon the installation or use of the Product by Customer. Bell will have no liability to Customer in connection with such Product and any warranty, indemnity and liability for Product will be provided by the OEM as set out in the OEM Terms.
  - (c) Unless otherwise set out in a Product Schedule, Customer is responsible for payment of all charges for transportation, duty, customs clearance, insurance, brokerage, as well as any other applicable charges and costs from the point of shipment of the Product.
- 1.5. The **Agreement** include the following:
- (a) The main body of this Agreement;
  - (b) The following schedules are attached to and form part of this Agreement:

Schedule 1	Statement of Work
Schedule 2	Fees and Charges
- 1.6. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of this Agreement shall govern unless otherwise expressly providing in writing in a Schedule.

## 2. **SCOPE**

- 2.1. Managed Services for Equipment. Bell will manage the radio equipment (“**Statement of Work**”) in accordance with Schedule 1 for the Fees set out in Schedule 2.
- 2.2. Bell Providers: Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an “**Affiliate**”), agents, suppliers or subcontractors (the “**Bell Providers**”), but Bell shall not be relieved of its obligations by using the Bell Providers.

## 3. **FEES**

- 3.1. Fees and Late Payment Charges. The Customer shall pay fees for the Services and the Product price as set out in Schedule 2, plus any other money owed pursuant to a Change, Termination Charges, or any other provision of this Agreement (together, the “**Fees**”). The Customer shall also pay applicable commodity taxes, and similar

taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, and withholding tax, if any (collectively, "**Taxes**"). Customer shall pay Fees and Taxes shall be due and payable no later than thirty (30) days from Customer's receipt of the invoice (the "**Payment Due Date**"). Customer agrees to remit payment to Bell at the remittance address set out in the invoice. Without limiting Bell's remedies at law or in equity (including withholding delivery of the Purchased Equipment), in the event that Customer fails to make full payment of any amounts due, including any interest owing on such amounts as calculated in accordance with this Section 3.1 (the "**Balance**"), to the proper address on or before the Payment Due Date, Customer shall also pay interest on the unpaid Balance in an amount equal to the lesser of (i) three percent (3%) of the unpaid Balance per month (or 42.58% per year), and (ii) the maximum lawful rate of interest permitted under law, which interest shall accrue from the Payment Due Date.

- 3.2. No Withholding, Deduction or Set-Off: Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Bell or a Bell Affiliate to Customer against any amounts invoiced by Bell or a Bell Affiliate under this Agreement.
- 3.3. Disputed Charges: The Customer shall notify Bell in writing within 150 days of the date of the applicable invoice of any charges that Customer disputes. If Bell determines, acting reasonably, that those charges should not have been billed or were over-billed, Bell will credit Customer for those charges.
- 3.4. Townships Split Evenly: Subject to Section 1.1 of the Agreement, the Townships have agreed to pay all Fees owed under this Agreement evenly in shares of 1/6<sup>th</sup> per Township, unless otherwise agreed-upon in writing. Should any Township wish to exit this Agreement, they will continue to be responsible for their share of Fees owed for the duration of the Agreement

#### 4. CHANGE MANAGEMENT

- 4.1. Any changes to the Services ("**Changes**") will be agreed upon by the parties in writing, except as otherwise set out in this Section 4.
- 4.2. Customer acknowledges that certain Changes are mandatory because they are prescribed by applicable law or are otherwise required pursuant to Section 4.4 of this Agreement.
- 4.3. Bell may, acting reasonably, make changes to or replace the Bell Provided Equipment in Customer's care and control and used in connection with the provision of the Services, provided that (i) Bell provides Customer with 90 days advance written notice of any such changes or replacement of Bell Provided Equipment where such changes or replacement will require a corresponding change in Customer's equipment, and (ii) any such changes or replacement of Bell Provided Equipment do not change the functionality of the related Services. "**Bell Provided Equipment**" means all material, equipment and software required for Customer to use the Services or Products and made available to Customer by Bell or the Bell Providers, and any other software and equipment, used by Bell in the provision of the Services.
- 4.4. Bell may make adjustments or deviations from time to time to the Services, without Customer's prior consent, provided that any such adjustments or deviations do not result in any material degradation of the Services, or any additional Fees.

#### 5. RADIO FREQUENCIES

- 5.1. Customer shall be responsible to obtain and maintain, during the Term, the required licenses from the applicable governmental authorities with respect to the use of radio frequencies necessary in order to enable the operation and use of the radio equipment in accordance with this Agreement.
- 5.2. The parties confirm that as of the Effective Date it is their intention that the licensed spectrum (identified in the specifications) will be used by Bell in the design and operation of the Services, and that Bell's ability to deliver the

Services in such spectrum is subject to Innovation, Science and Economic Development Canada (ISED), the Government of Canada's regulatory body responsible for radio frequency spectrum management (the "**Regulator**"), granting licenses in the licensed spectrum to Customer.

- 5.3. Customer shall apply to the Regulator for authorization and approval of the licensed spectrum for the operation of the Services. Bell agrees to provide on a time and materials basis, such assistance in the preparation of the application as Customer may reasonably require. Subject to receipt of confirmation from the Regulator that the Services is authorized and approved to operate in the licensed spectrum, Customer shall, within seven (7) business days thereafter, execute and deliver to Bell an authorization in the Bell required format to enable Bell to apply to the Regulator for the issuance of the licensed spectrum that are required by Bell to operate and maintain the Services pursuant to the terms of this Agreement.
- 5.4. Customer shall be responsible, at its own expense, for payment to the Regulator of all fees and costs associated with the issuance, maintenance, modification or renewal of licensed spectrum that is required for the Services, including in respect of any licensed spectrum that is required and issued for any additional authorized users of the Services. Customer shall provide written confirmation to Bell annually, within thirty (30) days of date of payment, that all such payments have been duly made.
- 5.5. In addition to the authorization referred to in Section 5.2, Customer agrees that it will also execute and deliver to Bell, any additional authorizations that Bell may reasonably require during the Term to enable Bell to operate the Services and to perform its obligations under this Agreement.
- 5.6. Customer acknowledges that Bell cannot deliver the Services in the licensed spectrum until the authorization referred to in Section 5.2 has been delivered by Customer to Bell, and that Bell shall not be required to apply to the Regulator for the issuance of licensed spectrum for the Services, or to provide the Services on the licensed spectrum, unless the Regulator has approved the licensed spectrum for the Services and Customer has delivered that authorization to Bell.
- 5.7. Bell shall not be authorized at any time during the Term to submit a request to the Regulator for any amendment, change, termination or cancellation of any licensed spectrum that have been issued in respect of the Services, unless Bell has received written authorization from Customer to submit such request to the Regulator.
- 5.8. The parties confirm that the management of any simplex licenses, and the license fees payable to the Regulator in respect thereof, that are required and used for direct radio to radio communications without the use of the Services are the sole responsibility of Customer.

## **6. PERSONAL INFORMATION AND PRIVACY**

"Personal Information" means information relating to an identified or identifiable individual that Customer make available to Bell, directly or indirectly, in connection with this Agreement as defined in Section 2(1) of the Personal Information Protection and Electronic Documents Act (S.C. 2000, C.5), as may be amended, interpreted or replaced ("PIPEDA"). The parties shall comply with their respective obligations under Applicable Law relating to privacy and data protection, including PIPEDA and CASL, and any successor legislation. Bell may only use, access, manage, transfer, disclose or otherwise process Personal Information provided by or on behalf of Customer to fulfill the purposes for which it was made available. Bell acknowledges that it will implement and maintain the appropriate technological, physical and organizational security measures required to protect Personal Information. If the Parties reasonably believe that: (a) there has been a breach of security safeguards; and (b) such breach creates a risk to Personal Information, then they will notify each other. If a third party requires Bell to provide access to Customer's Personal Information pursuant to Applicable Law, Bell shall notify Customer. The parties shall reasonably cooperate with each other in connection with any access requests for Personal Information. Notwithstanding anything to the contrary in this Agreement, Bell shall promptly return to Customer or destroy all Personal Information which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed.

## 7. TERM AND TERMINATION

- 7.1. Term. The term of this Agreement shall commence upon the date of final signature (the “**Effective Date**”), and shall remain in full force and effect for a period of seven (7) years (the “**Initial Term**”).
- 7.2. Termination for Default. Bell may, in its absolute discretion, and in addition to all other rights and remedies under this Agreement and in law, immediately terminate this Agreement or suspend the Services provided to Customer hereunder by notice to Customer prior to the end of the Term, for breach by Customer of any material term of this Agreement, including the failure by Customer to make full payment of an invoice by the Payment Due Date, provided that Bell provides Customer with written notice of the breach and provided further that the breach is not remedied within fifteen (15) days after the delivery of such notice to Customer.
- 7.3. Termination for Insolvency. Either party shall be entitled to terminate this Agreement immediately with written notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy.
- 7.4. Termination for Convenience. Customer may terminate this Agreement, or the Services, on ninety (90) days written notice to Bell, provided that Customer pays the Termination Charges set forth in Section 6.5.
- 7.5. Termination Charges. In the event Customer wishes to terminate this Agreement or the Services for convenience in accordance with Section 6.4 hereof, or this Agreement is terminated by Bell for default on the part of Customer, Customer shall pay to Bell, as liquidated damages, and not as a penalty, an amount equal to (a) 100% of the reasonable out of pocket expenses that Bell incurs or will incur in connection with its contractual arrangement with any third party providers of the radio equipment or the provision of the Services, as well as (b) to 100% of Fees applicable to the Services that would have been payable to the end of the Term (together, the “**Termination Charges**”). The Termination Charges shall be payable by Customer in accordance with the payment provisions of this Agreement, in one single payment.

## 8. WARRANTIES

- 8.1. Each party makes the following representations, warranties and covenants to the other party as of the date of execution and continuing during the Term:
  - a) It is a corporation duly incorporated or a partnership or sole proprietorship duly registered and validly existing under the laws of its jurisdiction of incorporation or registration and has all necessary corporate power and authority to carry on business;
  - b) It has full power, legal right and authority to authorize the creation, execution, delivery and performance of the Agreements; and
  - c) It is in compliance and shall continue to comply with all applicable laws and regulations with respect to its performance under the Agreements.
- 8.2. Warranty and Repair on Radio Equipment. Customer acknowledges any Purchased Equipment sold hereunder is subject to the terms and conditions of the original manufacturer's warranty, plus any additional warranties as purchased by Customer for any Purchased Equipment. Bell will support and if requested, provide repair service to all Purchased Equipment for a minimum of 10 years on a time and material basis. By installing or using the Purchased Equipment, Customer agrees that any software contained therein is licensed for use strictly in accordance with its license terms, and Customer will comply and be bound by the software license terms provided with the Purchased Equipment. Any additional support for Purchased Equipment not contemplated as of the execution of this Agreement must be processed as a Change, and pricing for any related maintenance will be set out in the applicable Change.

- 8.3. Exclusion of Warranty. BELL DOES NOT WARRANT THAT ANY OF THE SERVICES, AND RADIO EQUIPMENT MADE AVAILABLE HEREUNDER OR DEVICES USED IN ASSOCIATION THEREWITH, WILL OPERATE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NON-CONFORMITIES WILL BE OR ARE CAPABLE OF BEING CORRECTED, OR THAT THE PROVISION OF THE SERVICES WILL MEET WITH ANY PERSON'S SPECIFIC REQUIREMENTS. FOR GREATER CERTAINTY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BELL DISCLAIMS ANY REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY IN RESPECT OF THE RADIO EQUIPMENT OR SERVICES. PURCHASER HEREBY ACKNOWLEDGES THAT THE USE OF THE RADIO EQUIPMENT OR SERVICES MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED AT ANY TIME BECAUSE OF, AMONG OTHER THINGS: (I) LIMITATIONS OF NETWORK, INCLUDING WITHOUT LIMITATION, CONGESTION; (II) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TOPOGRAPHICAL OR OTHER FACTORS; OR (III) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF THE SERVICES.
- 8.4. Risk of Loss. Customer is responsible for any risk of loss or damage to the Purchased Equipment upon the delivery of the Purchased Equipment by Bell. Title to the Purchased Equipment will pass to Customer upon full payment of the purchase price (set out in Schedule 2) for such Purchased Equipment to Bell.
- 8.5. Prohibitions. Customer shall not resell or remarket the Radio Access Network Services.

## 9. LIABILITY

- 9.1. Limitation of Liability. BELL'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, IF ANY, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED THE GREATER OF AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES, DURING THE THREE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID FOR PREVIOUS CLAIMS, IF ANY.
- 9.2. BELL IS NOT LIABLE TO CUSTOMER OR ANYONE USING THE PRODUCT OR THE SERVICES, OR ANY THIRD PARTIES, FOR THE FOLLOWING:
- (i) DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION );
  - (ii) ANY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICES OR THE PRODUCT;
  - (iii) ANY BREACH BY CUSTOMER OF THE AGREEMENT, CUSTOMER'S NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES, OR THE PRODUCT; OR
  - (iv) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE



OF ACTION OR LEGAL THEORY EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

- 9.3. Limitation of Liability Fair and Reasonable. CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT BELL WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR CUSTOMER'S AGREEMENT TO LIMIT BELL'S LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR IN THIS SECTION.
- 9.4. Delays Beyond Bell Control. Bell will not be responsible for any delays due to circumstances beyond its control. Bell shall be responsible for all other delays.
- 9.5. Liability for Radio Equipment Failure. Notwithstanding anything to the contrary contained in this Agreement, Bell's liability for any Purchased Equipment failure directly caused by Bell's negligence is limited to the cost of repair or replacement of the applicable Purchased Equipment parts, and is subject to the limitations set out in Section 8.1.

## 10. ARBITRATION

- 10.1. In the event of a dispute or difference between the parties arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it including any failure to reach agreement where an agreement is required (a "**Dispute**"), the parties shall make all reasonable efforts to resolve the dispute by amicable negotiations. In this regard, senior representatives of each party shall, as soon as practicable and in any event no later than ten (10) business days after a written request from either party to the other, meet in good faith to resolve any Dispute. If, despite such meeting, the parties are unable to resolve a Dispute within a reasonable time, and in any event within thirty (30) business days of such written request, the Dispute shall, at the initiation of either party, be referred to binding arbitration, with an arbitrator to be selected by agreement between the parties.
- 10.2. Notwithstanding any other provision of this Agreement, a party may apply for and receive interim or injunctive relief from a court of competent jurisdiction (whether as a temporary restraining order, preliminary injunction or otherwise) or specific performance at any time prior to the appointment of an arbitrator or if the arbitrator is unavailable on an urgent basis.

## 11. CONFIDENTIALITY

- 11.1. Confidential Information. Neither party shall use any information which is of a confidential or proprietary nature of the other party concerning this Agreement or other material intended for use in connection with this Agreement (the "**Confidential Information**"), except for the purposes of performing their obligations or exercising their rights under this Agreement (the "**Purpose**"), or disclose to any third party such Confidential Information, in each case without the prior written consent of the other party. For greater certainty, Bell hereby grants consent to Customer for the disclosure of Confidential Information to independent contractors and Customer hereby grants consent to Bell for the disclosure of Confidential Information to Bell Providers, in each case to the extent required for the Purpose.

## 12. COMPLIANCE WITH LAW

- 13.1 Both parties shall comply with all applicable federal, provincial and local laws, regulations and rules.

## 13. GENERAL

- 13.1. Governing Law. This Agreement shall be governed by the laws in the Province of Ontario and the federal laws of Canada applicable therein.

- 13.2. Assignment. This Agreement is not assignable without the prior written consent of Bell or Customer. Any attempt by Bell or Customer to assign any of the rights, duties, or obligations of this Agreement without written consent is void. Bell shall have the right, upon reasonable prior written notice to Customer, to assign this Agreement to an Affiliate provided that, if requested by Customer, Bell or the Affiliate shall provide, a parent company guarantee to Customer in form and substance satisfactory to Customer that will secure the execution of the Affiliate's obligations under this Agreement.
- 13.3. Headings. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- 13.4. Extended Meanings. Words expressed in the singular include the plural and vice versa and words in one gender include all genders.
- 13.5. Currency. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 13.6. Force Majeure. If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to pay Fees), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, pandemics, acts of God, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day by day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.
- 13.7. Severability. In the event any provision of this Agreement, as amended from time to time, is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect.
- 13.8. Binding Effect and Enurement. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

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## Schedule 2

### Fees and Charges

#### 1. FEES

Bell will charge the Fees listed below for the Services and Products that Bell provides to Customer in accordance with the Agreement. Bell will issue an invoice to Customer at the frequency identified below for the particular Service or Product, and Customer will pay all Fees in accordance with Section 3 of the Agreement.

<b>MONTHLY RECURRING TOTAL:</b> Includes Peterborough County Townships/Municipalities use of dispatch centre equipment, primary sites, secondary sites, and Bell services to deploy and operate the network. Includes Recurring Services from Swissphone/Thames and Bell. Also includes Bell IPVPN backhaul circuits and 24x7x365 Bell NOC, Service Desk, and Incident Management.	<b>\$30,996 (Monthly)</b> <b>\$5,166 per municipalities</b>
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**\* The monthly recurring charge will be split evenly among the following six (6) municipalities:**

1. The Corporation of the Township of Cavan Monaghan
2. The Corporation of the Township of Douro-Dummer
3. The Corporation of the Municipality of Trent Lakes
4. The Corporation of the Township of Havelock-Belmont-Methuen
5. The Corporation of the Township of North Kawartha
6. The Corporation of the Township of Otonabee-South Monaghan

Bell shall invoice the Customer for operations, support, and maintenance in advance of the month that the services are provided.

Taxes Extra: Prices shown do not include applicable taxes (HST).

Net 30: Invoices will be due net 30 days from invoice date

**IN WITNESS WHEREOF** the parties have executed this Agreement on the Effective Date.

<b>The Corporation of the Township of Cavan Monaghan</b>	<b>The Corporation of the Township of Douro-Dummer</b>
Authorized Signature of Township	Authorized Signature of Township
Name	Name
Title	Title

<b>The Corporation of the Municipality of Trent Lakes</b>	<b>The Corporation of the Township of Havelock-Belmont-Methuen</b>
Authorized Signature of Township	Authorized Signature of Township
Name	Name
Title	Title

<b>The Corporation of the Township of North Kawartha</b>	<b>The Corporation of the Township of Otonabee-South Monaghan</b>
Authorized Signature of Township	Authorized Signature of Township
Name	Name
Title	Title

<b>Bell Mobility Inc.</b>
Authorized Signature of Bell
Name
Title



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Cindy Page, Clerk
<b>Report Number:</b>	Corporate Services 2024-05
<b>Subject:</b>	4 <sup>th</sup> Line Theatre 2024 Summer Season - Community Festival Designation

### Recommendations:

1. That the Township of Cavan Monaghan designate the 4<sup>th</sup> Line Theatre's 2024 Summer Season as a Community Festival and municipally significant; and
2. That Council direct staff to send a letter with the following information included;  
4th Line Theatre Company is a not-for-profit summer theatre company whose summer season events have attracted thousands of tourists to our municipality, a number which has grown every year since 1992, when 4th Line Theatre was founded. 4th Line Theatre is requesting more than 12 days of special occasion permits from the Alcohol and Gaming Commission in order to serve alcohol for all 39 performances this 2024 Summer Season at the Winslow farm, as they have successfully secured and managed more than 12 special occasion permits without fault each summer season for several years running. The proceeds raised by the sale of alcohol during 4th Line Theatre's 2024 Summer Season event is crucial to the financial success of the event, and ultimately, the company itself, which, in turn, directly affects the economic growth of our municipality. 4th Line Theatre's 2024 Summer Season event consists of 39 performance dates, which are: July 1, July 2, July 3, July 4, July 5, July 6, July 8, July 9, July 10, July 11, July 12, July 13, July 15, July 16, July 17, July 18, July 19, July 20, July 30, July 31, August 1, August 2, August 3, August 6, August 7, August 8, August 9, August 10, August 13, August 14, August 15, August 16, August 17, August 19, August 20, August 21, August 22, August 23, August 24.

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### Overview:

As in previous years, the Township of Cavan Monaghan has received a request to designate the 4<sup>th</sup> Line Theatre's Summer Season as a "Community Festival".

The 4<sup>th</sup> Line Theatre is applying to the Alcohol and Gaming Commission of Ontario for a Liquor License to serve beer and wine during the summer theatre season. A resolution of the Municipal Council is required to designate the event as municipally significant.

The 4<sup>th</sup> Line Theatre has provided the following documentation, as required, to support the request including; a letter of the registered charitable status, confirmation of portable washroom facilities, the certificate of insurance, a letter from the Peterborough Police Service, a letter from the Peterborough Public Health, a letter from the Fire Chief indicating a Fire Safety Inspection is required and a Fire Safety Plan Review prior to opening day.

By designating the 4<sup>th</sup> Line Theatre as a “Community Festival” and municipally significant, one of the requirements for a Liquor License will be satisfied.

**Financial Impact:**

None at this time.

**Attachments:**

- Attachment No. 1: 4<sup>th</sup> Line Theatre Request
- Attachment No. 2: Registered Charitable Status number
- Attachment No. 3: Confirmation of portable washroom facilities
- Attachment No. 4: Certificate of Insurance
- Attachment No. 5: Letter from the Peterborough Police Service
- Attachment No. 6: Letter from the Peterborough Public Health
- Attachment No. 7: Letter from the Cavan Monaghan Fire Chief

Respectfully submitted by,

Reviewed by,

Cindy Page  
Clerk

Yvette Hurley  
Chief Administrative Officer

**From:** [Lindy Finlan](#)  
**To:** [Cindy Page](#)  
**Subject:** RE: Request for Letter of Support for Community Festival Designation - 4th Line Theatre  
**Date:** April 3, 2024 1:04:13 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[Peterborough Police Services - Support Letter - 4th Line Theatre's 2024 Community Festival Designation .pdf](#)  
[Support Letter - Peterborough Public Health - 2024.pdf](#)  
[Certificate of Insurance - 4th Line Theatre - Cavan Monaghan Township - 2024.pdf](#)  
[Charitable Number - 4th Line Theatre.pdf](#)  
[Estimate HO032725 from Johnny on the Spot Portable Toilet Company.pdf](#)

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You don't often get email from lindy@4thlinetheatre.on.ca. [Learn why this is important](#)

Hi Cindy,

I hope you are doing well today : )

In order to secure special occasion permits to sell alcohol at the Winslow Farm on performance nights in summer 2024, **4th Line Theatre would like to submit a request to the council of Cavan-Monaghan township to designate 4th Line Theatre's 2024 Summer Season as an event of municipal significance.**

I have attached here support letters from Peterborough Police Services and Peterborough Public Health, as well as our charitable number, a certificate of insurance and a quote for portable toilet units for the summer season at the Winslow farm.

4th Line Theatre Company is a not-for-profit summer theatre company whose summer season events have attracted thousands of tourists to our municipality, a number which has grown every year since 1992, when 4th Line Theatre was founded. 4th Line Theatre is requesting more than 12 days of special occasion permits from the Alcohol and Gaming Commission in order to serve alcohol for all 39 performances this 2024 Summer Season at the Winslow farm, as they have successfully secured and managed more than 12 special occasion permits without fault each summer season for several years running. The proceeds raised by the sale of alcohol during 4th Line Theatre's 2024 Summer Season event is crucial to the financial success of the event, and ultimately, the company itself, which, in turn, directly affects the economic growth of our municipality. 4th Line Theatre's 2024 Summer Season event consists of 39 performance dates, which are: July 1, July 2, July 3, July 4, July 5, July 6, July 8, July 9, July 10, July 11, July 12, July 13, July 15, July 16, July 17, July 18, July 19, July 20, July 30, July 31, August 1, August 2, August 3, August 6, August 7, August 8, August 9, August 10, August 13, August 14, August 15, August 16, August 17, August 19, August 20, August 21, August 22, August 23, August 24.

Please do not hesitate to reach out with me for any further information or with questions/concerns.

Thank you : )

Best,

*Lindy Finlan* (she/her)



9 TUPPER STREET  
P.O. Box 403  
MILLBROOK, ON  
L0A 1G0

ADMINISTRATION  
T: 705-932-4448  
admin@4thlinetheatre.on.ca

BOX OFFICE  
705-932-4445

MANAGING ARTISTIC DIRECTOR  
*Kim Blackwell*

BOARD OF DIRECTORS

CHAIR  
*John May*

VICE CHAIR  
*Ally Pyle*

SECRETARY/TREASURER  
*Richard Plant*

MEMBERS  
*Brian Bedwell*  
*Dane Bland*  
*Anne Coughlan*  
*Brian Field*  
*Cody McMahon*  
*Andrew Pyle*

EX OFFICIO  
*Kim Blackwell*  
*Robert Winslow, FOUNDER*

SEASON SPONSOR  
*Nexicom*

MAJOR SPONSOR  
*Exit Realty Lifflock, Brokerage*  
*Miskin Law*

Charitable Registration Number:  
13762-2866-RR0001

March 12, 2024

To Whom it May Concern,

4th Line Theatre's charitable registration number is 13762 2866 RR0001.

Sincerely,

Lindy Finlan  
General Manager



Johnny on the Spot Portable Toilet Company  
1700 5th Line  
Selwyn ON K9J 6X5  
(705)741-1504  
johnnytoilets@gmail.com  
GST/HST Registration No.: 792633679

Quote

ADDRESS

4th Line Theatre  
779 Zion Line  
Millbrook ON

QUOTE # HO032725

DATE 27/03/2024

PO NUMBER

779 Zion Line

QTY	DESCRIPTION	RATE	AMOUNT
1	Stage #1 - 1 Reg Unit Date:TBD Including double service Date: TBD	551.05	551.05
1	Stage #2 - 5 Reg Unit Date: TBD Including double service Date: TBD	3,140.99	3,140.99
1	Stage # 3 - 11 Reg Units & 1 H/C Date: TBD Including double service Date: TBD	6,993.34	6,993.34


Pick Up All Except 1: TBD  
Pick Up Last Unit: TBD

Dates Need to Be Confirmed To Finalize The Quote

Date:_____	SUBTOTAL	10,685.38
By:_____	HST (ON) @ 13%	1,389.10
Toilet #_____	TOTAL	<b>\$12,074.48</b>
Toilet #_____		

Accepted By

Accepted Date

<b>CERTIFICATE OF INSURANCE</b>						DATE (YYYY/MM/DD)	
						2024/03/12	
<b>BROKER:</b> 		<b>Monkman Gracie &amp; Johnston Insurance Brokers</b> a division of McDougall Insurance Brokers Limited 261 George Street North Peterborough, ON K9J 3G9 Tel: (705) 742-8863 Fax: (705) 743-1996		This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
<b>INSURED</b>				<b>COMPANIES AFFORDING COVERAGE</b>			
4th Line Theatre Company 4 Tupper Street Millbrook, ON L0A 1G0				COMPANY <b>A</b>	Travelers Canada		
				COMPANY <b>B</b>			
				COMPANY <b>C</b>			
				COMPANY <b>D</b>			
<b>COVERAGES</b>							
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies, exclusions and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS							
CO LT R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRY DATE (YYYY/MM/DD)	LIMITS		
<input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	CCP0684057	2023-12-22	2024-12-22	<b>COVERAGE</b>	<b>DED</b>	<b>LIMITS</b>
	CLAIMS MADE				BODILY INJURY & PROPERTY DAMAGE INCLUSIVE LIMITS	1000	5000000
	OCCURRENCE				GENERAL AGGREGATE		5000000
	PRODUCTS AND/OR COMPLETED OPERATIONS				PRODUCTS/COMPLETED OPERATIONS AGGREGATE		5000000
	CROSS LIABILITY				PERSONAL INJURY & ADVERTISING		5000000
	EMPLOYER'S LIABILITY				MEDICAL PAYMENTS		2500
	TENANTS LEGAL LIABILITY				TENANTS LEGAL LIABILITY	1000	250000
	NON-OWNED AUTOMOBILE				NON-OWNED AUTOMOBILE		5000000
	CONTRACTUAL LIABILITY						
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	AUTOMOBILE						
	DESCRIBED AUTOMOBILES				THIRD PARTY LIABILITY LIMIT		
	ALL OWNED AUTOS						
	LEASED AUTOMOBILES						
<input type="checkbox"/> <input type="checkbox"/>	OTHER (SPECIFY)						
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL CONDITIONS/OTHER:</b> <span style="float: right;">Note: Limits are Stated in Canadian Dollars</span>							
<b>Description of Operations: Live Outdoor Theatre.</b>							
<b>Live Summer outdoor theatre.</b>							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Attn:		Fax/Email:		Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation liability of any kind upon the company, its agents or representatives.			
Township of Cavan Monaghan 988 Peterborough County Rd 10 Millbrook, ON L0A 1G0							
<b>ADDITIONAL INSURED NAME AND ADDRESS</b> (but only with respect to the insured operations of the Named Insured)							
				<b>AUTHORIZED REPRESENTATIVE:</b>			

Township of Cavan Monaghan  
988 Peterborough County Rd 10  
Millbrook, ON L0A 1G0

**Additional Insured does not apply to any form of Automobile Insurance**  
**Additional Insured does not apply to any form of Automobile Insurance**



Sandra Arroyo , Commercial Account Manager

**PHONE:** (705)743-8721

**EMAIL:** sarroyo@mcdougallinsurance.com



**Stuart Betts, Chief of Police**  
**Jamie Hartnett, Deputy Chief of Police**

500 Water Street, PO Box 2050  
Peterborough, Ontario, K9J 7Y4  
Main Phone 705 876-1122  
Executive Fax 705 876-6005  
Operations Fax 705 743-1540  
Website – [www.peterboroughpolice.com](http://www.peterboroughpolice.com)

---

29 February 2024

Lindy Finlan  
General Manager  
4<sup>th</sup> Line Theatre  
4 Tupper Street, P.O. Box 403  
Millbrook, ON L0A 1G0

Dear Lindy:

**Re: 4<sup>th</sup> Line Theatre's Community Festival Designation**

In response to your email dated February 28, 2024, the Peterborough Police Service has been requested to assist with your application to the Township of Cavan-Monaghan to be designated as a Community Festival. The performances would be at Winslow Farm at 779 Zion Line from July 01<sup>st</sup> until August 24<sup>th</sup>, 2024.

I have reviewed information contained in our Records Management System and can report that there are no problems or concerns that were found from that search pertaining to the performances or alcohol being served at the performances.

The Peterborough Police Service supports your request to be designated a Community Festival to acquire a liquor license from the AGCO for the sale of alcohol during your scheduled performances during the dates noted above. Congratulations on 32 years that 4<sup>th</sup> Line Theatre has been preserving and promoting Canadian cultural heritage through the development and presentation of regionally-based, environmentally-staged historical dramas!

Best regards and my wish for a successful season!

Sincerely,

John Lyons, Inspector  
Peterborough Police Service

March 12, 2024

Lindy Finlan  
4 Tupper Street, P. O. Box 403  
Millbrook, ON, L0A 1G0

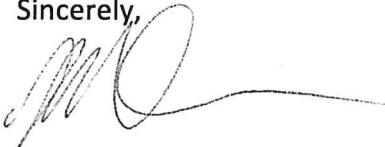
Dear Ms. Finlan,

Re: Liquor License for 4<sup>th</sup> Line Theatre for 2024

Peterborough Public Health has no objection to the issuance of a liquor License for the 4<sup>th</sup> Line Theatre. An inspection of their facility will be completed prior to opening to ensure compliance with the Ontario Food Premises Regulation 493/17.

If you need further information, please do not hesitate to contact me at (705)743-1000 ext. 290 or [mkwan@peterboroughpublichealth.ca](mailto:mkwan@peterboroughpublichealth.ca)

Sincerely,



Mandy Kwan, B.A.Sc, CPHI(C)  
Public Health Inspector



## Fire Department

988 County Road 10  
Millbrook, Ontario  
L0A 1G0

**Tel:** 705-932-2765  
**Fax:** 705-932-3458

[www.cavanmonaghan.net](http://www.cavanmonaghan.net)

April 9, 2024

Robert Winslow, Founder/Creative Director 4th Line Theatre  
P.O. Box 403  
Millbrook, ON L0A 1G0

Lindy Finlan, General Manager 4th Line Theatre  
P.O. Box 403  
Millbrook, ON L0A 1G0

- and -

Cindy Page, Clerk  
Township of Cavan Monaghan 988 County Road 10  
Millbrook, ON L0A 1G0

Dear, Mr. Winslow, Ms. Finlan and Ms. Page:

### **Re: Request Support of Community Festival Designation**

The Township of Cavan Monaghan Fire Department has received your request for support for your 2024 Community Festival Designation. Your request will be forwarded to our Clerk's Department, as Council approval will be required.

In addition, and as in previous years, before the Fire Department can issue a clearance letter we will need to conduct a Fire Safety Inspection and Fire Safety Plan Review of the premises prior to them being opened to the public. To schedule an appointment please contact Bill Balfour, Fire Chief 705-932-2765 / [bbalfour@cavanmonaghan.net](mailto:bbalfour@cavanmonaghan.net).

Thank you for your co-operation in this matter, and please call if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bill Balfour', is written over the word 'Sincerely,' and extends down over the printed name.

Bill Balfour  
Fire Chief

BB/ca



## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Cindy Page, Clerk
<b>Report Number:</b>	Corporate Services 2024-06
<b>Subject:</b>	Municipal Election Costing for 2010, 2014, 2018 and 2022

### Recommendation:

That Council receive report Corporate Services 2024-06 for information.

---

### Overview:

At the Regular Council Meeting of January 15, 2024, Council directed staff to report back on the cost of the last four Municipal Elections 2010, 2014, 2018 and 2022.

When preparing for a Municipal Election there are many factors, there is legislative framework that must be adhered to in various acts such as the Municipal Elections Act, the Municipal Act and the Elections Finance Act, there is the cost to conduct the election and other very important factors outlined below to consider:

- i. improving accessibility and convenience of the voting process; and
- ii. attempting to increase voter participation; and
- iii. ensuring security and accuracy of the voting process; and
- iv. reducing environmental footprints; and
- v. making efficient use of staff resources during election time to ensure customer services levels are not compromised.

After reviewing the cost for the 2010 and 2014, 2018 and 2022 elections and methods that were used and the increasing population, it has been more cost efficient and overall beneficial to conduct the 2014, 2018 and 2022 internet and telephone elections. Other benefits include accessibility requirements being met and exceeded, less resources and staff required to conduct, less risk of human error, real time results, and less emissions into the environment. The cost for the last four Municipal Elections is outlined in the table below:

Year	2010 Paper Ballot	2014 Internet and Telephone	2018 Internet and Telephone	2022 Internet and Telephone
<b>Total Cost</b>	\$23,098.03	\$28,757.35	\$26,296.17	\$25,899.56
<b>Electors</b>	7385	7400	7098	8117

<b>Ballots Cast</b>	3175	3517	3388	3565
<b>Voter Turnout</b>	42.9%	47.53%	47.7%	43.9%

**Financial Impact:**

There is an annual transfer of \$5,000 to the Municipal Election Reserve to fund the next election.

Respectfully submitted by,

Cindy Page  
Clerk

Reviewed by,

Yvette Hurley  
Chief Administrative Officer





## Regular Council Meeting

<b>To:</b>	Mayor and Council
<b>Date:</b>	May 6, 2024
<b>From:</b>	Yvette Hurley
<b>Report Number:</b>	C.A.O. 2024-03
<b>Subject:</b>	1861 Moncrief Line Purchase

### Recommendation:

That Council receive report C.A.O. 1861 Moncrief Line for information.

---

### Overview:

On February 5, 2024 Council directed staff in Closed Session to purchase 1861 Moncrief Line in Cavan Monaghan. The intent of the direction was to secure future lands that could potentially be developed for municipal use which could benefit our community. Studies will be required to finalize the potential use of the property.

Cavan Monaghan has been committed to openly consider securing lands that could be beneficial for the future needs of our community. This particular property is located at Pt Lt 5-6 Con 7 N Monaghan PT 1 which is located in Ward 1 near Fraserville and is 116 acres in size with some environment constraints due to the close proximity with the Cavan Creek and the Otonabee River. An offer to purchase the property was accepted for \$1,195,000.00 with a closing date of April 24, 2024.

The next steps would be to carry out the necessary studies such as an Environmental Impact Study, Archaeological Assessment, and Functional Servicing Study. Council established a budget for 1861 Moncrief at \$1.3M and therefore the next step would be for staff to carry out the studies within the approved budget.

### Financial Impact:

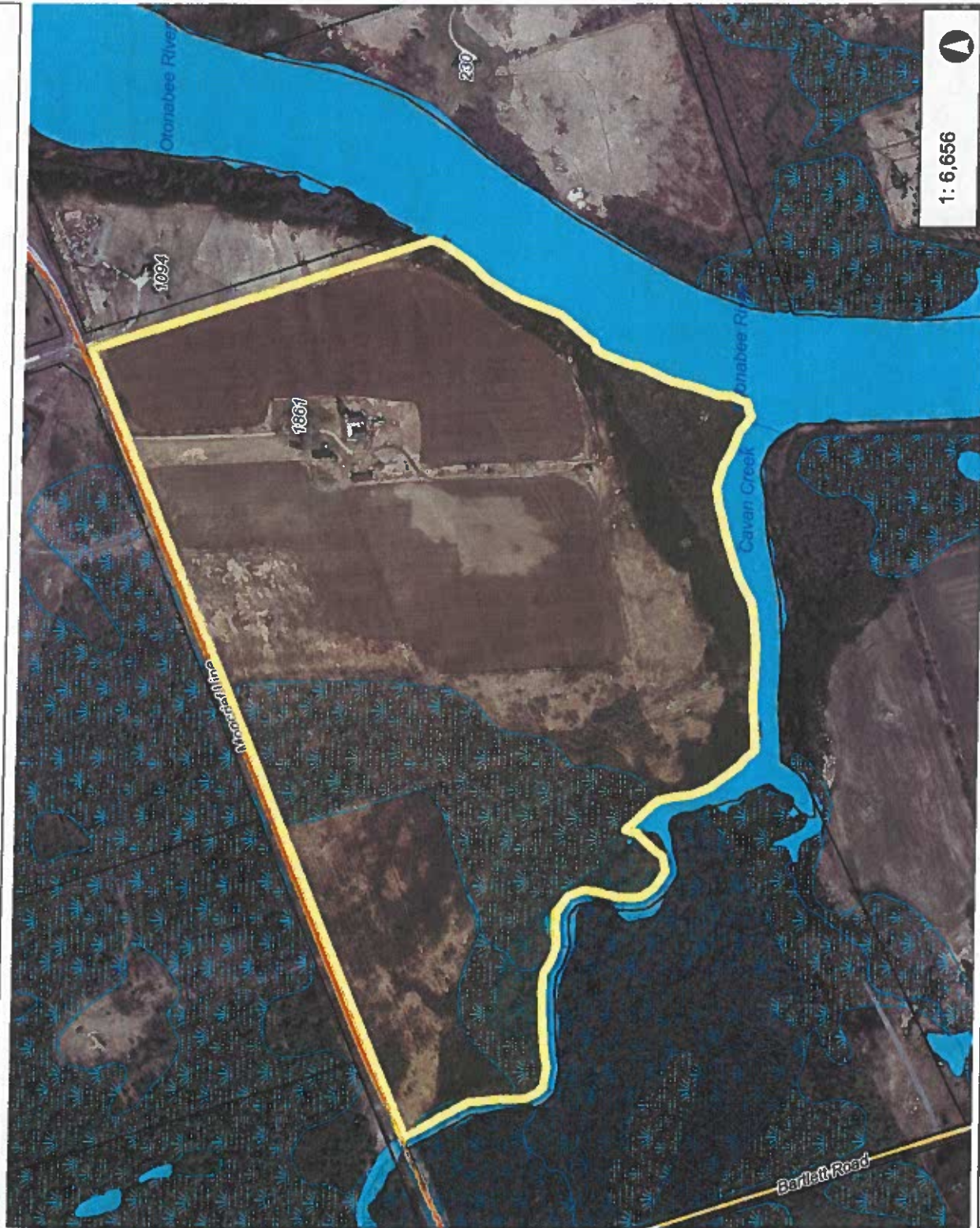
Council established a budget of \$1.3 for the purchase 1861 Moncrief Line. The property was purchased for \$1,195,000.00 and the funds were allocated from the Asset Management Reserve this will include all other costs associated with this purchase such as legal, land transfer tax, studies and tenant buy out requirement under the Landlord and Tenant Act.

**Attachment:**

Attachment No. 1 Map of the property 1861 Moncrief Line

Respectfully submitted,

Yvette Hurley  
Chief Administrative Officer



1: 6,656

338.1 0 169.07 338.1 Meters

NAD83\_CSRS98\_UTM\_zone\_17N  
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

## Legend

- Roads < 50,000
- PRIV : Private, PRIV
- City Arterial
- City Collector and Local
- City Owned Unclassified
- Provincial
- County
- Township
- Water Access Only
- Outside Roads < 50,000
- Major Roads
- Local Roads
- Peterborough Proposed Bypass
- First Nations
- Civic Address
- Parcel Fabric
- Parcel First Nations - Canada
- Rivers
- Intermittent
- Permanent
- Clean Water Act Policies Apply
- Provincially Significant Wetland
- Locally Significant Wetlands
- Non-evaluated Wetlands
- Lakes - Local Scale
- Municipal Boundary - Upper Ti
- <all other values>
- COUNTY OF PETERBOROUGH

## Notes

## **The Township of Cavan Monaghan**

### **By-law No. 2024-22**

#### **Being a by-law to authorize a Franchise Agreement between the Corporation of the Township of Cavan Monaghan and Enbridge Gas Inc.**

**Whereas** the Council of the Corporation of the Township of Cavan Monaghan deems it expedient to enter into the attached franchise agreement (the "Franchise Agreement") with Enbridge Gas Inc.;

**And Whereas** the Ontario Energy Board by its Order issued pursuant to the *Municipal Franchises Act* on the 2<sup>nd</sup> day of April, 2024 has approved the terms and conditions upon which and the period for which the franchise provided in the Franchise Agreement is proposed to be granted, and has declared and directed that the assent of the municipal electors in respect of this By-law is not necessary:

**Now Therefore** the Council of the Corporation of the Township of Cavan Monaghan enacts as follows:

1. **That** the Franchise Agreement between the Corporation of the Township of Cavan Monaghan and Enbridge Gas Inc. attached hereto and forming part of this by-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. **That** the Mayor and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the Township of Cavan Monaghan to enter into and execute under its corporate seal and deliver the Franchise Agreement, which is hereby incorporated into and forming part of this By-law.
3. **That** the following by-law be hereby repealed:
  - By-law Number 2004-32 for the Corporation of the Township of Cavan Monaghan, passed in Council on the 7<sup>th</sup> day of September, 2004.
4. **That** this by-law shall come into force and take effect as of the final passing thereof.

Read a first time this 4<sup>th</sup> day of December, 2023.

Read a second time this 4<sup>th</sup> day of December, 2023.

Read a third time and finally passed this 6<sup>th</sup> day of May, 2024.

---

**Matthew Graham**  
Mayor

---

**Cindy Page**  
Clerk

## **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this                      day of                      , 2024

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN**

hereinafter called the "Corporation"

- and -

**ENBRIDGE GAS INC.**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute, store and transmit gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE, the Corporation and the Gas Company agree as follows:

### **Part I - Definitions**

#### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the Corporation;



- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution, storage and transmission of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

### **2. To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute, store and transmit gas in and through the Municipality to the Corporation and to the inhabitants of the Municipality.

### **3. To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution, storage and transmission of gas in and through the Municipality.

### **4. Duration of Agreement and Renewal Procedures**

- (a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- (b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

### **Part III – Conditions**

#### **5. Approval of Construction**

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefor has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.
- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.



- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.
- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

## 6. **As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

## 7. **Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

## **8. Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

## **9. Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

## **10. Insurance**

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

## 11. Alternative Easement

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

## 12. Pipeline Relocation

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.
- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
  - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - (iii) the amount paid by the Gas Company to contractors for work related to the project,

- (iv) the cost to the Gas Company for materials used in connection with the project, and
  - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system

as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

#### **16. Use of Decommissioned Gas System**

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - (i) the third party has entered into a municipal access agreement with the Corporation; and
  - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

#### **17. Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

**18. Other Conditions**

None.

**19. Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN**

Per: \_\_\_\_\_  
Matthew Graham, Mayor

Per: \_\_\_\_\_  
Cindy Page, Clerk

**ENBRIDGE GAS INC.**

Per: \_\_\_\_\_  
Mark Kitchen, Director, Regulatory Affairs

Per: \_\_\_\_\_  
Neil MacNeil, Director, Regional Operations

## **The Township of Cavan Monaghan**

### **By-law No. 2024-23**

#### **Being a by-law to Delegate to Staff, Certain Authority Set Out in the Planning Act**

**Whereas** the Township has enacted a Site Plan Control By-law and Staff of the Township is the Site Plan Approval granting authority;

**And Whereas** the County of Peterborough is the approval authority for matters under sections 17, 22, 50 51 and 53 of the Planning Act (Official Plans and Amendments, Part Lot Control and Plan of Subdivision and Condominium and Severance Approvals);

**And Whereas** the Township makes submissions to the County of Peterborough related to the foregoing applications;

**And Whereas** Subsection 23.1 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, (the "Municipal Act"), as amended, provides a municipality may delegate its powers and duties under the Municipal Act or any other Act to a person or body;

**And Whereas** Subsection 23.2 (4) of the Municipal Act, as amended, provides that no delegation of a legislative power shall be made to an individual unless, in the opinion of the council of the municipality, the power being delegated is of a minor nature and, in determining whether or not a power is of a minor nature, the council, in addition to any other factors it wishes to consider, shall have regard to the number of people, the size of geographic area and the time period affected by an exercise of the power; and

**And Whereas** Subsection 41 (13) of the Planning Act, R.S.O. 1990, c. P.13, (the "Planning Act"), as amended, provides that where the council of a municipality has designated a site plan control area under Section 41, the council may, by by-law define any class or classes of development;

**Now Therefore** the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. In this By-law:
  - a. "CAO" shall mean the Chief Administrative Officer of the Township of Cavan Monaghan;
  - b. "Designate" shall mean the person authorized in writing by the Chief Administrative Officer;
  - c. "Straight-forward" shall mean applications that meet the criteria of: conforming to the Township Official Plan conforming to the County Official Plan and complying with Provincial Plans/Policy Statement not raising

concerns from a member of the public or a public body that cannot be resolved satisfying the requirements of the municipality;

2. The CAO or Designate are hereby authorized to issue comments and/or submissions on behalf of the Township to the County of Peterborough on the following matters:
  - a. "Straight-forward" Official Plans and Amendments thereto;
  - b. "Straight-forward" Plans of Subdivision and Condominium;
  - c. Minor Changes to Plans of Subdivision and Condominium and/or conditions thereto including any request for an extension of a Lapsing Date.
3. The CAO or Designate are hereby authorized to consider site plan approval applications and to issue such approvals with or without conditions.
4. Where Council has imposed a Holding provision on a by-law amendment in accordance with Section 39.2 of the Planning Act, the Chief Administrative Officer or Designate are authorized to lift the By-law.
5. Where site plan approval has been issued by the CAO or Designate and such approval is conditional upon the entering into of a site plan agreement (pursuant to subsection 41(7) of the Planning Act), the CAO or Designate are hereby authorized to execute such agreement on behalf of the Township.
6. By-law No. 2023-38 is hereby repealed in its entirety.

Read a first, second and third time and passed this 6<sup>th</sup> day of May, 2024

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**Mathew Graham**  
**Mayor**

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**Cindy Page**  
**Clerk**



## **The Township of Cavan Monaghan**

### **By-law No. 2024-24**

**Being a by-law to authorize the Township of Cavan Monaghan to enter into a Radio Services Agreement with Bell Mobility Inc., the Townships of Douro-Dummer, Trent Lakes, Havelock-Belmont-Methuen, North Kawartha, and Otonabee-South Monaghan.**

**Whereas** the Municipal Act, 2001, c. 25, s. 19(2) provides that a municipality may exercise its powers, other than its power to impose taxes, to provide a municipal system to provide a service or thing in an area in another municipality or in unorganized territory if one of the purposes for so acting is for its own purposes.

**And Whereas** the Municipal Act, 2001, c. 25, s. 20(1) provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in Section 19, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

**And Whereas** Bell Mobility Inc., the Townships of Douro-Dummer, Trent Lakes, Havelock-Belmont-Methuen, North Kawartha, and Otonabee-South Monaghan have individually expressed a desire to enter into a Radio Services Agreement and have jointly negotiated the terms and conditions upon which the delivery of Radio Services will be provided for on behalf of the respective municipalities.

**Now Therefore** the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the Mayor and the Clerk are hereby authorized to execute the Radio Services Agreement with Bell Mobility Inc., the Townships of Douro-Dummer, Trent Lakes, Havelock-Belmont-Methuen, North Kawartha, and Otonabee-South Monaghan in the form attached hereto as Schedule "A", and to affix the seal of the Corporation thereto.
2. That this By-law shall be commonly called the "Paging Services Agreement By-Law"

Read a first, second and third time and passed this 6<sup>th</sup> day of May 2024.

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**Matthew Graham**  
Mayor

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**Cindy Page**  
Clerk

## **Schedule A**

## **RADIO SERVICES AGREEMENT**

This Agreement is between

The Corporation of the Township of Cavan Monaghan, 988 County Road 10, Millbrook On, L0A 1G0 ("Cavan Monaghan")

AND

The Corporation of the Township of Douro-Dummer, 894 South Street, P.O. Box 92, Warsaw, ON K0L 3A0 ("Douro-Dummer")

AND

The Corporation of the Municipality of Trent Lakes, 760 Peterborough County Road 36, Trent Lakes, Ontario K0M 1A0 ("Trent Lakes")

AND

The Corporation of the Township of Havelock-Belmont-Methuen, 1 Ottawa St E., P.O. Box 10 Havelock Ontario, K0L1Z0 ("Havelock-Belmont-Methuen")

AND

The Corporation of the Township of North Kawartha, 280 Burleigh Street, PO Box 550 Apsley, ON K0L 1A0 ("North Kawartha")

AND

The Corporation of the Township of Otonabee-South Monaghan, 20 Third Street P.O. Box 70 Keene, On K0L 2G0 ("Otonabee-South Monaghan")

AND

Bell Mobility Inc. a corporation incorporated under the laws of Canada, having its registered office at 1050 Côte du Beaver Hall, Montréal, Québec, H2Z 1S4 ("**Bell**")

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. AGREEMENT AND SCHEDULES**

- 1.1. Townships: The following 6 entities are each individually defined as a "**Township**": Cavan Monaghan; Douro-Dummer; Trent Lakes; Havelock-Belmont-Methuen; North Kawartha; and Otonabee-South Monaghan. All Townships together are jointly considered the Customer, and are jointly and severally liable under this agreement for all obligations including but not limited to the payment of Fees.
- 1.2. Services and Products: The Customer requests and Bell will provide to the Customer the services and products described in each schedule attached to, and forming part of, this agreement from time to time (a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".

- 1.3. Services: Services purchased pursuant to the Agreement (each a “**Service**”, collectively the “**Services**”), and additional terms and conditions applicable to the provision of the Service(s) are described in Schedules attached to this Agreement from time to time (each a “**Service Schedule**”), as further described in Section 2.
- 1.4. Products: Equipment (including Purchased Equipment), maintenance services, software and/or firmware purchased pursuant to the Agreement (each a “**Product**”, collectively the “**Products**”), and additional terms and conditions applicable to the provision of Product(s) are described in Schedules attached to this Agreement from time to time (each a “**Product Schedule**”).
- (a) Customer assumes the risk of loss and damage to any Product that has been delivered to its premises. The Product is billable to the Customer upon delivery, provided that the Product was ordered by Customer, and the Product is not visibly damaged. Title to Product shall transfer to Customer upon payment in full of all Fees and Taxes (as defined below). Once title and risk of loss has passed to Customer, Bell is not responsible for any defect in the Product.
  - (b) By installing or using Products, Customer agrees that any hardware or software included with the Product purchase is licensed, and otherwise subject to conditions of use, strictly in accordance with the terms provided by the OEM (“**OEM Terms**”). The OEM Terms are a binding contract directly between Customer and the OEM, formed upon the installation or use of the Product by Customer. Bell will have no liability to Customer in connection with such Product and any warranty, indemnity and liability for Product will be provided by the OEM as set out in the OEM Terms.
  - (c) Unless otherwise set out in a Product Schedule, Customer is responsible for payment of all charges for transportation, duty, customs clearance, insurance, brokerage, as well as any other applicable charges and costs from the point of shipment of the Product.
- 1.5. The **Agreement** include the following:
- (a) The main body of this Agreement;
  - (b) The following schedules are attached to and form part of this Agreement:

Schedule 1	Statement of Work
Schedule 2	Fees and Charges
- 1.6. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of this Agreement shall govern unless otherwise expressly providing in writing in a Schedule.

## 2. **SCOPE**

- 2.1. Managed Services for Equipment. Bell will manage the radio equipment (“**Statement of Work**”) in accordance with Schedule 1 for the Fees set out in Schedule 2.
- 2.2. Bell Providers: Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an “**Affiliate**”), agents, suppliers or subcontractors (the “**Bell Providers**”), but Bell shall not be relieved of its obligations by using the Bell Providers.

## 3. **FEES**

- 3.1. Fees and Late Payment Charges. The Customer shall pay fees for the Services and the Product price as set out in Schedule 2, plus any other money owed pursuant to a Change, Termination Charges, or any other provision of this Agreement (together, the “**Fees**”). The Customer shall also pay applicable commodity taxes, and similar

taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, and withholding tax, if any (collectively, "**Taxes**"). Customer shall pay Fees and Taxes shall be due and payable no later than thirty (30) days from Customer's receipt of the invoice (the "**Payment Due Date**"). Customer agrees to remit payment to Bell at the remittance address set out in the invoice. Without limiting Bell's remedies at law or in equity (including withholding delivery of the Purchased Equipment), in the event that Customer fails to make full payment of any amounts due, including any interest owing on such amounts as calculated in accordance with this Section 3.1 (the "**Balance**"), to the proper address on or before the Payment Due Date, Customer shall also pay interest on the unpaid Balance in an amount equal to the lesser of (i) three percent (3%) of the unpaid Balance per month (or 42.58% per year), and (ii) the maximum lawful rate of interest permitted under law, which interest shall accrue from the Payment Due Date.

- 3.2. No Withholding, Deduction or Set-Off: Customer shall not withhold or deduct any amounts from, or set-off amounts owed by Bell or a Bell Affiliate to Customer against any amounts invoiced by Bell or a Bell Affiliate under this Agreement.
- 3.3. Disputed Charges: The Customer shall notify Bell in writing within 150 days of the date of the applicable invoice of any charges that Customer disputes. If Bell determines, acting reasonably, that those charges should not have been billed or were over-billed, Bell will credit Customer for those charges.
- 3.4. Townships Split Evenly: Subject to Section 1.1 of the Agreement, the Townships have agreed to pay all Fees owed under this Agreement evenly in shares of 1/6<sup>th</sup> per Township, unless otherwise agreed-upon in writing. Should any Township wish to exit this Agreement, they will continue to be responsible for their share of Fees owed for the duration of the Agreement

#### 4. CHANGE MANAGEMENT

- 4.1. Any changes to the Services ("**Changes**") will be agreed upon by the parties in writing, except as otherwise set out in this Section 4.
- 4.2. Customer acknowledges that certain Changes are mandatory because they are prescribed by applicable law or are otherwise required pursuant to Section 4.4 of this Agreement.
- 4.3. Bell may, acting reasonably, make changes to or replace the Bell Provided Equipment in Customer's care and control and used in connection with the provision of the Services, provided that (i) Bell provides Customer with 90 days advance written notice of any such changes or replacement of Bell Provided Equipment where such changes or replacement will require a corresponding change in Customer's equipment, and (ii) any such changes or replacement of Bell Provided Equipment do not change the functionality of the related Services. "**Bell Provided Equipment**" means all material, equipment and software required for Customer to use the Services or Products and made available to Customer by Bell or the Bell Providers, and any other software and equipment, used by Bell in the provision of the Services.
- 4.4. Bell may make adjustments or deviations from time to time to the Services, without Customer's prior consent, provided that any such adjustments or deviations do not result in any material degradation of the Services, or any additional Fees.

#### 5. RADIO FREQUENCIES

- 5.1. Customer shall be responsible to obtain and maintain, during the Term, the required licenses from the applicable governmental authorities with respect to the use of radio frequencies necessary in order to enable the operation and use of the radio equipment in accordance with this Agreement.
- 5.2. The parties confirm that as of the Effective Date it is their intention that the licensed spectrum (identified in the specifications) will be used by Bell in the design and operation of the Services, and that Bell's ability to deliver the

Services in such spectrum is subject to Innovation, Science and Economic Development Canada (ISED), the Government of Canada's regulatory body responsible for radio frequency spectrum management (the "**Regulator**"), granting licenses in the licensed spectrum to Customer.

- 5.3. Customer shall apply to the Regulator for authorization and approval of the licensed spectrum for the operation of the Services. Bell agrees to provide on a time and materials basis, such assistance in the preparation of the application as Customer may reasonably require. Subject to receipt of confirmation from the Regulator that the Services is authorized and approved to operate in the licensed spectrum, Customer shall, within seven (7) business days thereafter, execute and deliver to Bell an authorization in the Bell required format to enable Bell to apply to the Regulator for the issuance of the licensed spectrum that are required by Bell to operate and maintain the Services pursuant to the terms of this Agreement.
- 5.4. Customer shall be responsible, at its own expense, for payment to the Regulator of all fees and costs associated with the issuance, maintenance, modification or renewal of licensed spectrum that is required for the Services, including in respect of any licensed spectrum that is required and issued for any additional authorized users of the Services. Customer shall provide written confirmation to Bell annually, within thirty (30) days of date of payment, that all such payments have been duly made.
- 5.5. In addition to the authorization referred to in Section 5.2, Customer agrees that it will also execute and deliver to Bell, any additional authorizations that Bell may reasonably require during the Term to enable Bell to operate the Services and to perform its obligations under this Agreement.
- 5.6. Customer acknowledges that Bell cannot deliver the Services in the licensed spectrum until the authorization referred to in Section 5.2 has been delivered by Customer to Bell, and that Bell shall not be required to apply to the Regulator for the issuance of licensed spectrum for the Services, or to provide the Services on the licensed spectrum, unless the Regulator has approved the licensed spectrum for the Services and Customer has delivered that authorization to Bell.
- 5.7. Bell shall not be authorized at any time during the Term to submit a request to the Regulator for any amendment, change, termination or cancellation of any licensed spectrum that have been issued in respect of the Services, unless Bell has received written authorization from Customer to submit such request to the Regulator.
- 5.8. The parties confirm that the management of any simplex licenses, and the license fees payable to the Regulator in respect thereof, that are required and used for direct radio to radio communications without the use of the Services are the sole responsibility of Customer.

## **6. PERSONAL INFORMATION AND PRIVACY**

"Personal Information" means information relating to an identified or identifiable individual that Customer make available to Bell, directly or indirectly, in connection with this Agreement as defined in Section 2(1) of the Personal Information Protection and Electronic Documents Act (S.C. 2000, C.5), as may be amended, interpreted or replaced ("PIPEDA"). The parties shall comply with their respective obligations under Applicable Law relating to privacy and data protection, including PIPEDA and CASL, and any successor legislation. Bell may only use, access, manage, transfer, disclose or otherwise process Personal Information provided by or on behalf of Customer to fulfill the purposes for which it was made available. Bell acknowledges that it will implement and maintain the appropriate technological, physical and organizational security measures required to protect Personal Information. If the Parties reasonably believe that: (a) there has been a breach of security safeguards; and (b) such breach creates a risk to Personal Information, then they will notify each other. If a third party requires Bell to provide access to Customer's Personal Information pursuant to Applicable Law, Bell shall notify Customer. The parties shall reasonably cooperate with each other in connection with any access requests for Personal Information. Notwithstanding anything to the contrary in this Agreement, Bell shall promptly return to Customer or destroy all Personal Information which is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed.

## 7. TERM AND TERMINATION

- 7.1. Term. The term of this Agreement shall commence upon the date of final signature (the “**Effective Date**”), and shall remain in full force and effect for a period of seven (7) years (the “**Initial Term**”).
- 7.2. Termination for Default. Bell may, in its absolute discretion, and in addition to all other rights and remedies under this Agreement and in law, immediately terminate this Agreement or suspend the Services provided to Customer hereunder by notice to Customer prior to the end of the Term, for breach by Customer of any material term of this Agreement, including the failure by Customer to make full payment of an invoice by the Payment Due Date, provided that Bell provides Customer with written notice of the breach and provided further that the breach is not remedied within fifteen (15) days after the delivery of such notice to Customer.
- 7.3. Termination for Insolvency. Either party shall be entitled to terminate this Agreement immediately with written notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy.
- 7.4. Termination for Convenience. Customer may terminate this Agreement, or the Services, on ninety (90) days written notice to Bell, provided that Customer pays the Termination Charges set forth in Section 6.5.
- 7.5. Termination Charges. In the event Customer wishes to terminate this Agreement or the Services for convenience in accordance with Section 6.4 hereof, or this Agreement is terminated by Bell for default on the part of Customer, Customer shall pay to Bell, as liquidated damages, and not as a penalty, an amount equal to (a) 100% of the reasonable out of pocket expenses that Bell incurs or will incur in connection with its contractual arrangement with any third party providers of the radio equipment or the provision of the Services, as well as (b) to 100% of Fees applicable to the Services that would have been payable to the end of the Term (together, the “**Termination Charges**”). The Termination Charges shall be payable by Customer in accordance with the payment provisions of this Agreement, in one single payment.

## 8. WARRANTIES

- 8.1. Each party makes the following representations, warranties and covenants to the other party as of the date of execution and continuing during the Term:
  - a) It is a corporation duly incorporated or a partnership or sole proprietorship duly registered and validly existing under the laws of its jurisdiction of incorporation or registration and has all necessary corporate power and authority to carry on business;
  - b) It has full power, legal right and authority to authorize the creation, execution, delivery and performance of the Agreements; and
  - c) It is in compliance and shall continue to comply with all applicable laws and regulations with respect to its performance under the Agreements.
- 8.2. Warranty and Repair on Radio Equipment. Customer acknowledges any Purchased Equipment sold hereunder is subject to the terms and conditions of the original manufacturer's warranty, plus any additional warranties as purchased by Customer for any Purchased Equipment. Bell will support and if requested, provide repair service to all Purchased Equipment for a minimum of 10 years on a time and material basis. By installing or using the Purchased Equipment, Customer agrees that any software contained therein is licensed for use strictly in accordance with its license terms, and Customer will comply and be bound by the software license terms provided with the Purchased Equipment. Any additional support for Purchased Equipment not contemplated as of the execution of this Agreement must be processed as a Change, and pricing for any related maintenance will be set out in the applicable Change.

- 8.3. Exclusion of Warranty. BELL DOES NOT WARRANT THAT ANY OF THE SERVICES, AND RADIO EQUIPMENT MADE AVAILABLE HEREUNDER OR DEVICES USED IN ASSOCIATION THEREWITH, WILL OPERATE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFICIENCIES, ERRORS, DEFECTS OR NON-CONFORMITIES WILL BE OR ARE CAPABLE OF BEING CORRECTED, OR THAT THE PROVISION OF THE SERVICES WILL MEET WITH ANY PERSON'S SPECIFIC REQUIREMENTS. FOR GREATER CERTAINTY, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BELL DISCLAIMS ANY REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY IN RESPECT OF THE RADIO EQUIPMENT OR SERVICES. PURCHASER HEREBY ACKNOWLEDGES THAT THE USE OF THE RADIO EQUIPMENT OR SERVICES MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED AT ANY TIME BECAUSE OF, AMONG OTHER THINGS: (I) LIMITATIONS OF NETWORK, INCLUDING WITHOUT LIMITATION, CONGESTION; (II) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TOPOGRAPHICAL OR OTHER FACTORS; OR (III) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF THE SERVICES.
- 8.4. Risk of Loss. Customer is responsible for any risk of loss or damage to the Purchased Equipment upon the delivery of the Purchased Equipment by Bell. Title to the Purchased Equipment will pass to Customer upon full payment of the purchase price (set out in Schedule 2) for such Purchased Equipment to Bell.
- 8.5. Prohibitions. Customer shall not resell or remarket the Radio Access Network Services.

## 9. LIABILITY

- 9.1. Limitation of Liability. BELL'S TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY OR LOSSES (COLLECTIVELY, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, IF ANY, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED THE GREATER OF AN AMOUNT EQUAL TO THE TOTAL AGGREGATE MONTHLY FEES PAID BY THE CUSTOMER FOR THE SPECIFIC SERVICE(S) THAT GAVE RISE TO THE DAMAGES, DURING THE THREE-MONTH PERIOD BEFORE THE EVENT GIVING RISE TO THE DAMAGES, LESS AMOUNTS PAID FOR PREVIOUS CLAIMS, IF ANY.
- 9.2. BELL IS NOT LIABLE TO CUSTOMER OR ANYONE USING THE PRODUCT OR THE SERVICES, OR ANY THIRD PARTIES, FOR THE FOLLOWING:
- (i) DEFECTS, FAILURES OR INTERRUPTIONS IN SERVICE, INCLUDING TRANSMISSION );
  - (ii) ANY DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF PROPERTY, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, OR ANY OTHER LOSS, HOWEVER CAUSED, ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICES OR THE PRODUCT;
  - (iii) ANY BREACH BY CUSTOMER OF THE AGREEMENT, CUSTOMER'S NEGLIGENCE, OR ACTS OR OMISSIONS IN CONNECTION WITH THE SERVICES, OR THE PRODUCT; OR
  - (iv) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE



OF ACTION OR LEGAL THEORY EVEN IF BELL HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

- 9.3. Limitation of Liability Fair and Reasonable. CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION ARE FAIR AND REASONABLE IN THE COMMERCIAL CIRCUMSTANCES OF THIS AGREEMENT AND THAT BELL WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR CUSTOMER'S AGREEMENT TO LIMIT BELL'S LIABILITY IN THE MANNER, AND TO THE EXTENT, PROVIDED FOR IN THIS SECTION.
- 9.4. Delays Beyond Bell Control. Bell will not be responsible for any delays due to circumstances beyond its control. Bell shall be responsible for all other delays.
- 9.5. Liability for Radio Equipment Failure. Notwithstanding anything to the contrary contained in this Agreement, Bell's liability for any Purchased Equipment failure directly caused by Bell's negligence is limited to the cost of repair or replacement of the applicable Purchased Equipment parts, and is subject to the limitations set out in Section 8.1.

## 10. ARBITRATION

- 10.1. In the event of a dispute or difference between the parties arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it including any failure to reach agreement where an agreement is required (a "**Dispute**"), the parties shall make all reasonable efforts to resolve the dispute by amicable negotiations. In this regard, senior representatives of each party shall, as soon as practicable and in any event no later than ten (10) business days after a written request from either party to the other, meet in good faith to resolve any Dispute. If, despite such meeting, the parties are unable to resolve a Dispute within a reasonable time, and in any event within thirty (30) business days of such written request, the Dispute shall, at the initiation of either party, be referred to binding arbitration, with an arbitrator to be selected by agreement between the parties.
- 10.2. Notwithstanding any other provision of this Agreement, a party may apply for and receive interim or injunctive relief from a court of competent jurisdiction (whether as a temporary restraining order, preliminary injunction or otherwise) or specific performance at any time prior to the appointment of an arbitrator or if the arbitrator is unavailable on an urgent basis.

## 11. CONFIDENTIALITY

- 11.1. Confidential Information. Neither party shall use any information which is of a confidential or proprietary nature of the other party concerning this Agreement or other material intended for use in connection with this Agreement (the "**Confidential Information**"), except for the purposes of performing their obligations or exercising their rights under this Agreement (the "**Purpose**"), or disclose to any third party such Confidential Information, in each case without the prior written consent of the other party. For greater certainty, Bell hereby grants consent to Customer for the disclosure of Confidential Information to independent contractors and Customer hereby grants consent to Bell for the disclosure of Confidential Information to Bell Providers, in each case to the extent required for the Purpose.

## 12. COMPLIANCE WITH LAW

- 13.1 Both parties shall comply with all applicable federal, provincial and local laws, regulations and rules.

## 13. GENERAL

- 13.1. Governing Law. This Agreement shall be governed by the laws in the Province of Ontario and the federal laws of Canada applicable therein.

- 13.2. Assignment. This Agreement is not assignable without the prior written consent of Bell or Customer. Any attempt by Bell or Customer to assign any of the rights, duties, or obligations of this Agreement without written consent is void. Bell shall have the right, upon reasonable prior written notice to Customer, to assign this Agreement to an Affiliate provided that, if requested by Customer, Bell or the Affiliate shall provide, a parent company guarantee to Customer in form and substance satisfactory to Customer that will secure the execution of the Affiliate's obligations under this Agreement.
- 13.3. Headings. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
- 13.4. Extended Meanings. Words expressed in the singular include the plural and vice versa and words in one gender include all genders.
- 13.5. Currency. Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- 13.6. Force Majeure. If there is a default or delay in a party's performance of its obligations under this Agreement (except for the obligation to pay Fees), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, pandemics, acts of God, explosion, power failure, war, terrorism, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing or boycotts, then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day by day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.
- 13.7. Severability. In the event any provision of this Agreement, as amended from time to time, is deemed invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement remain in full force and effect.
- 13.8. Binding Effect and Enurement. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

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## Schedule 2

### Fees and Charges

#### 1. FEES

Bell will charge the Fees listed below for the Services and Products that Bell provides to Customer in accordance with the Agreement. Bell will issue an invoice to Customer at the frequency identified below for the particular Service or Product, and Customer will pay all Fees in accordance with Section 3 of the Agreement.

<b>MONTHLY RECURRING TOTAL:</b> Includes Peterborough County Townships/Municipalities use of dispatch centre equipment, primary sites, secondary sites, and Bell services to deploy and operate the network. Includes Recurring Services from Swissphone/Thames and Bell. Also includes Bell IPVPN backhaul circuits and 24x7x365 Bell NOC, Service Desk, and Incident Management.	<b>\$30,996 (Monthly)</b> <b>\$5,166 per municipalities</b>
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**\* The monthly recurring charge will be split evenly among the following six (6) municipalities:**

1. The Corporation of the Township of Cavan Monaghan
2. The Corporation of the Township of Douro-Dummer
3. The Corporation of the Municipality of Trent Lakes
4. The Corporation of the Township of Havelock-Belmont-Methuen
5. The Corporation of the Township of North Kawartha
6. The Corporation of the Township of Otonabee-South Monaghan

Bell shall invoice the Customer for operations, support, and maintenance in advance of the month that the services are provided.

Taxes Extra: Prices shown do not include applicable taxes (HST).

Net 30: Invoices will be due net 30 days from invoice date

**IN WITNESS WHEREOF** the parties have executed this Agreement on the Effective Date.

<b>The Corporation of the Township of Cavan Monaghan</b>	<b>The Corporation of the Township of Douro-Dummer</b>
Authorized Signature of Township	Authorized Signature of Township
Name	Name
Title	Title

<b>The Corporation of the Municipality of Trent Lakes</b>	<b>The Corporation of the Township of Havelock-Belmont-Methuen</b>
Authorized Signature of Township	Authorized Signature of Township
Name	Name
Title	Title

<b>The Corporation of the Township of North Kawartha</b>	<b>The Corporation of the Township of Otonabee-South Monaghan</b>
Authorized Signature of Township	Authorized Signature of Township
Name	Name
Title	Title

<b>Bell Mobility Inc.</b>
Authorized Signature of Bell
Name
Title

## **The Township of Cavan Monaghan**

### **By-law No. 2024-25**

**Being a by-law to confirm the proceedings of the regular meeting of the Council of the Township of Cavan Monaghan held on the 6th day of May 2024.**

**Whereas** the Municipal Act, 2001, S.O., 2001, c.25, S.5, S. 8 and S. 11 authorizes Council to pass by-laws;

**Now Therefore** the Council of the Township of Cavan Monaghan hereby enacts as follows:

1. That the actions of the Council at its regular meeting held on the 6th day of May 2024, in respect to each recommendation and action by the Council at its said meetings except where prior approval of the Local Planning Appeal Tribunal or other statutory authority is required are hereby adopted ratified and confirmed.
2. That the Mayor and Clerk of the Township of Cavan Monaghan are hereby authorized and directed to do all things necessary to give effect to the said actions or obtain approvals where required, and to execute all documents as may be necessary and the Clerk is hereby authorized and directed to affix the Corporate Seal to all such documents. Read a first, second and third time and passed this 6th day of May 2024.

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**Matthew Graham**  
**Mayor**

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**Cindy Page**  
**Clerk**