



TOWNSHIP OF MELANCTHON ELECTRONIC MEETING AGENDA - THURSDAY, JUNE 4, 2020 - 5:00 P.M.

(For information on how to join the meeting, please go to the Council Meetings page on the Township Website to find the link, Meeting ID and Password)

1. **Call to Order**
2. **Announcements**
3. **Additions/Deletions/Approval of Agenda**
4. **Declaration of Pecuniary Interest and the General Nature Thereof**
5. **Approval of Draft Minutes - May 21, 2020**
6. **Business Arising from Minutes**
7. **Point of Privilege or Personal Privilege**
8. **Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
9. **Public Works**
 1. Accounts
 2. Report from Kaitlin Chessell - Recommendations from Roads Sub-Committee Meeting
 3. Letter from WSP - Submission to Amend Site Plan Agreement for 117287 2nd Line SW
 - 3.1 Background Information
 4. Email from Mat Nayagam, Geotechnical Engineer, WSP, - Road Occupancy Permit Inquiry for 117287 2nd Line SW
 5. Other
10. **Planning**
 1. Applications to Permit
 2. Application for Temporary ZBA - West Part Lot 13, Concession 3 O.S.
 3. Other
11. **Strategic Plan**
12. **Climate Change Initiatives**
13. **Police Services Board**
14. **Committee Reports**
15. **Correspondence**

***Board & Committee Minutes**

1. Shelburne & District Fire Board - March 3, 2020
2. NDCC - April 16, 2020

*** Items for Information Purposes**

1. NVCA Board Meeting Highlights May 22, 2020
2. GRCA Summary of General Membership Meeting - May 22, 2020
3. Shelburne Fall Fair 2020
4. Statement of Financial Position of NDCC as at December 31, 2019
5. Shelburne & District Fire 2019 Financial Statements
6. Mulmur-Melancthon Fire Department 2019 Year End Report
7. Shelburne Water Supply and WPCP Municipal Class EA Projects

*** Items for Council Action**

1. Horning's Mills Cemetery - Request to Repair Monument

- 16. General Business**
 1. Accounts
 2. Notice of Intent to Pass By-law
 1. By-law to Authorize a Dispatch Service Agreement Between The Corporation of the Town of Tillsonburg and The Mulmur Melancthon Fire Board
 2. ZBA for lands legally described as Part 1, Plan 7R-6635, located in the West Half of Lot 9, Concession 2 O.S. (Allen/Atherton)
 3. New/Other Business/Additions
 4. Unfinished Business

- 17. Delegations**
 1. 6:00 p.m. - Nancy Neale, Watson & Associates - invited by Council to speak on the Community Benefit Charge

- 18. Closed Session**
 1. Approval of Draft Minutes - May 21, 2020
 2. Business Arising from Minutes
 3. Litigation or potential litigation, including matters before administrative tribunal, affecting the local board - Re: LPAT Appeal
 4. Litigation or potential litigation, including matters before administrative tribunal, affecting the local board - Re: Notice of Application
 5. Rise With or Without Report from Closed Session

- 19. Third Reading of By-laws**

- 20. Notice of Motion**

- 21. Confirmation By-law**

- 22. Adjournment and Date of Next Meeting - Thursday, June 18, 2020 - 5:00 p.m.**

- 23. On Sites**

- 24. Correspondence on File at the Clerk's Office**



The Corporation of

THE TOWNSHIP OF MELANCTHON

157101 Hwy. 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

Fax No. - (519) 925-1110

Website: www.melancthontownship.ca

Email: info@melancthontownship.ca

CORPORATION OF THE TOWNSHIP OF MELANCTHON

MEMORANDUM

TO: MAYOR WHITE AND MEMBERS OF COUNCIL

FROM: KAITLIN CHESSELL, SECRETARY ROADS SUB-COMMITTEE

SUBJECT: RECOMMENDATIONS FROM ROADS SUB-COMMITTEE MEETING MAY 27, 2020

DATE: MAY 29, 2020

7.1. General Business -03-2020 & 04-2020 Tender Review

The Roads Sub-Committee reviewed tenders 03-2020 and 04-2020. It was discussed by Craig Micks Public Works Superintendent that we could do the pulverizing on both ends of the 2nd Line SW and take that out of the tender for 03-2020. This would save us money and help us keep the tenders under budget.

Recommendations:

The Roads Sub-Committee recommends that Council accept Graham Bros Construction Limited's bid for tender 03-2020 excluding the pulverization and The Murray Group Limited's bid for tender 04-2020.

DW #9.2
JUN 04 2020

TENDER FORM

Project must be completed by no later than August 31st, 2020

SIGNED AND SUBMITTED for and on behalf of: Graham Bros Construction Limited

DATED THIS 21 DAY OF May 20²⁰~~19~~

COMPANY NAME: Graham Bros Construction Limited

ADDRESS: 297


Street Rutherford Road South

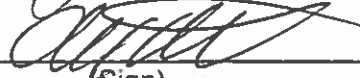
City Brampton Province Ontario Postal Code L6W 3G8

TELEPHONE: 905-453-1200 FAX 905-453-2217

NAME AND TITLE Alfredo Maggio, President

(PLEASE PRINT)

SIGNATURE: ALFREDO MAGGIO (Print)  (Sign)

WITNESS: Andrew Riddell (Print)  (Sign)

Return to: Craig Micks
Public Works Superintendent
Township of Melancthon
157101 Highway 10
Melancthon, ON L9V 1T1

Note: The Township of Melancthon reserves the right to eliminate one or more of the items below due to budgetary restraints.

ITEM # 1	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Pulverize existing asphalt	13,500	M ²	1.46	\$ 19,710 ⁰⁰
Supply, place and compact a minimum of 100mm appropriate A gravel for road and shoulders and final grade. The Township of Melancthon will supply water truck.	4000	TONNE	2065	\$ 82,600 ⁰⁰
Supply and install estimates 500 meters of Geo-Grid TX7	3500	M ²	995	\$ 34,825 ⁰⁰
Supply and place 60mm of HL4 asphalt X 6.7 meters wide with a shuttle buggy for a length of approximately 2 Kilometers on 2 nd Line SW between Highway 89 and 300 Sideroad	2000	TONNE	82 ⁹⁰	\$ 165,800
Sub total				302,935 ⁰⁰

13% HST:	\$ 39,301 ⁵⁵
TOTAL COST:	\$ 342,316 ⁵⁵

***Note: The locates are to be looked after by Contractor

04-2020

COPY

TENDER FORM

Project must be completed by no later than July 31st, 2020

SIGNED AND SUBMITTED for and on behalf of: THE MURRAY GROUP LIMITED.

DATED THIS 21 DAY OF MAY 2019 2020 MR.

COMPANY NAME: THE MURRAY GROUP LIMITED.

ADDRESS: P.O. Box 40

Street

City MOOREFIELD Province ONT. Postal Code N0G 2K0.

TELEPHONE: 519-638-3077 FAX 519-638-2550

NAME AND TITLE Murray Ritchie Operations Manager

(PLEASE PRINT)

SIGNATURE: Murray Ritchie (Print) Murray Ritchie (Sign)

WITNESS: LISA RITCHIE (Print) [Signature] (Sign)

Return to: Craig Micks
Public Works Superintendent
Township of Melancthon
157101 Highway 10
Melancthon, ON L9V 1T1

Note: The Township of Melancthon reserves the right to eliminate one or more of the items below due to budgetary restraints.

ITEM # 1	<u>Estimated Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Total</u>
Fine grade approximately 2km and compact. The Township of Melancthon will supply water truck.	13,500	M ²	1.00	\$13,500. ⁰⁰
Supply and place 60mm of HL4 asphalt X 6.7 meters wide with a shuttle buggy for a length of approximately 2 Kilometers on 2 nd Line SW between 250 Sideroad and Ida Street	2000	Tonnes	79.80	\$159,600. ⁰⁰
Sub total				173,100. ⁰⁰

13% HST:	\$ 22,503. ⁰⁰
TOTAL COST:	\$ 195,603.⁰⁰

***Note: The locates are to be looked after by Contractor

Denise Holmes

From: Humphrey, Jeremy <Jeremy.Humphrey@wsp.com>
Sent: Friday, May 22, 2020 5:44 PM
To: Chris Jones; Denise Holmes
Cc: John-Baptiste, Chad; cgogan (cgogan@devcapinternational.com); de Sousa, Philip
Subject: 117287 2nd Line SW - Amendment to SPA - Submission
Attachments: Cover Letter - May 22, 2020.pdf

Good evening Chris and Denise,

We have completed the revisions to the plans for the Cannabis Facility at 117287 2nd Line SW, and are submitting these materials to amend the Site Plan Control Agreement.

The attached cover letter includes a summary of the submission materials, as well as a link to an FTP site to facilitate the digital submission of the plans.

Should you have any questions about the cover letter, supporting materials, or FTP site, please let me know.

We look forward to working with yourselves and RJ Burnside towards a revised agreement.

Thank you for your time,

Jeremy Humphrey
Project Planner
Planning, Landscape Architecture and Urban Design



T+ 1 647-730-7116

119 Spadina Avenue, Suite 500
Toronto, Ontario
M5V 2L1 Canada

wsp.com

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May 22, 2020

Denise Holmes, AMCT
CAO/Clerk
Township of Melancthon
157101 Highway 10
Melancthon, ON L9V 2E6

**Subject: Amendment to Site Plan Control Agreement - 117287 2nd Line SW,
Township of Melancthon, ON**

Dear Ms. Holmes:

WSP is pleased to provide the enclosed resubmission of this development application on behalf of our client - 2690044 Ontario Inc. This submission is to amend the existing Site Plan Control Agreement (SPA) at 117287 2nd Line SW in the Township of Melancthon (subject property). The intent of this submission is to provide the Township with revised plans that reflect alterations made to the approved development since the January 16, 2020 Council meeting.

UPDATED DEVELOPMENT

Since receiving approval by the Township Council, the development plans have been modified slightly in response to on-site conditions, a phased development implementation, and input from the County of Dufferin Building Services. The enclosed submission contains a full set of architectural, engineering, and landscape drawings that reflect all of the changes that have occurred to date.

ENGINEERING PLANS

Regarding the provided Engineering plans, there are grading, servicing, and erosion and sediment control plans for both the full campus and for the first phase as a standalone development; however, it is our client's intention to build the required stormwater facilities to service the full development during phase one to avoid any quality or quantity control lapses during future construction. The two proposed facilities are both dry-pond facilities as described in the Stormwater Management Report and both outlet to the existing roadside ditch flowing west-to-east. The east pond is the same facility as previously described in original SPA submission but with a smaller drainage area, while the newly added west pond captures the remaining areas. This was completed in an effort to avoid

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a swale running east-west along the frontage of the property which would have required the removal of several existing trees.

In an effort to maintain the same drainage patterns as per the previous stormwater management plan in the approved SPA, the east pond will continue to outlet by gravity to the existing roadside ditch that flows west-to-east, while the west pond will outlet to the existing roadside that flows west-to-east via pumping discharge. Due to the elevation within the existing roadside ditch at the location of the west pond, there is no functional way to discharge by gravity; as such, a pumping solution has been proposed. In addition, because the subject property will function as an agricultural development, this western pond will also function as an irrigation pond that can feed crop via pumping discharge.

ARCHITECTURAL PLANS

The revised architectural drawings include plans for the full campus, including a proposed phasing of the development, as well as detailed plans related to the first phase – the Machine Storage/Cannabis Facility. Since the application was approved, the following changes have been documented on the architectural plans:

- The Machine Storage/Cannabis Facility building has been sited further away from the property line due to the extent of the existing septic field behind the dwelling
- The dwelling is to remain and will be used for administrative purposes. The County of Dufferin is adamant that this be labelled on our plans and have requested that a Change of Use application be submitted to the County for review once Municipal Approval has been received from the Township.
- The existing garage adjacent to the dwelling, which was originally planned to be demolished, will now remain, and be used for storage.
- The security gatehouse has been relocated to comply with zoning setbacks.

LANDSCAPE PLANS

The landscape plans have been updated to remove deciduous trees due to security and contamination concerns.

SUBMISSION MATERIALS

This comprehensive resubmission includes a full set of revised Site Plan Control drawings to replace those noted in the existing Agreement.

1. Architectural Plans – Prepared by B+H – Dated July 25, 2019 – Revised April 5, 2020
 - i. A1-01 – Overall Facility Plan
 - ii. A1-03a – Area Plan
 - iii. A1-03b – Proposed Future Development
 - iv. A1-03 – Area Plan (Machine Storage/Cannabis Facility)



- v. A1-04 Machine Storage (Machine Storage/Cannabis Facility)
- vi. A1-05 Exterior Elevations (Machine Storage/Cannabis Facility)
- vii. A1-04 Preliminary Freezer Configuration
- viii. A1-05 Preliminary Nursery Building
- ix. A1-06 Land Use Designation
- x. A1-08 Site Topography

2. Engineering Plans – Prepared by WSP – Dated May 2020 – Revised May 21, 2020

- i. NT-1 – General Notes and Details
- ii. SG1-A – Site Grading Plan Temporary Condition
- iii. SG1-B – Site Grading Plan
- iv. SS1-A – Site Servicing Plan Temporary Condition
- v. SS1-B – Site Servicing Plan
- vi. ESC1-A – Erosion and Sedimentation Control Plan Temporary Condition
- vii. ESC1-B – Erosion and Sedimentation Control Plan

3. Stormwater Management Report – Prepared by WSP – Dated May 19, 2020

4. Landscape Plans – Prepared by WSP – Dated November 2019 – Revised April 6, 2020

- i. LA-0 – Landscape Phase Plan
- ii. LA-101 – Schematic Planting Plan Phase 1
- iii. LA-102 – Schematic Planting Plan Phase 1
- iv. LA-201 – Schematic Planting Plan Future Phase
- v. LA-202 – Schematic Planting Plan Future Phase

DIGITAL SUBMISSION

To access the materials, please use the following credential to access the FTP site.

<https://share-ca.wspgroup.com:444/EFTClient/Account/Login.htm>

User Name: 22_05_2020_user_01

Password : 3eLwptOo



Should you have any issues accessing the materials, please let me know.

Thank you for your time and consideration in reviewing the enclosed materials, and we look forward to working with Township staff and consultants towards a revised Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy Humphrey'.

Jeremy Humphrey
Project Planner

cc: Conor Gogan; Nate Nienhuis

WSP ref.: 19M-00524-00

Denise Holmes

From: Chris Jones <Chris_MPlanningServices@rogers.com>
Sent: Thursday, May 14, 2020 2:12 PM
To: Humphrey, Jeremy
Cc: Denise Holmes
Subject: Re: Site Plan Agreement - Melanchthon

Thanks for the update Jeremy.

Regards,

Chris.

On May 14, 2020, at 2:07 PM, Humphrey, Jeremy <Jeremy.Humphrey@wsp.com> wrote:

Hi Chris,

Yesterday NWN provided WSP with authorization to proceed with geotechnical work and pavement analysis.

Barring any setbacks, it is expected that a report will be produced that will satisfy all of the comments received by RJ Burnside by mid-late June.

Regarding the amended SPA, the plans are being worked on, though I don't have a definitive submission date at this time. My best guess is by the end of next week.

Thank you for your time,

Jeremy Humphrey
Project Planner
Planning, Landscape Architecture and Urban Design

<image001.png>

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119 Spadina Avenue, Suite 500
Toronto, Ontario
M5V 2L1 Canada

wsp.com

From: Chris Jones <chris_mplanningservices@rogers.com>
Sent: May 14, 2020 9:20 AM
To: Humphrey, Jeremy <Jeremy.Humphrey@wsp.com>
Cc: Denise Holmes <dholmes@melancthontownship.ca>
Subject: Site Plan Agreement - Melancthon

Hi Jeremy - there is a Council meeting next week and Denise is finalizing the agenda.

Is there a status update we could provide to Council re: road assessment and undertakings?

Regards,

Chris.

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Denise Holmes

From: Humphrey, Jeremy <Jeremy.Humphrey@wsp.com>
Sent: Monday, April 20, 2020 8:20 AM
To: Chris Jones
Cc: Denise Holmes; cgogan (cgogan@devcapinternational.com); John-Baptiste, Chad
Subject: RE: Melancthon Site Plan Agreement

Hi Chris,

Thanks for letting me know about the amendment.

Given the depth of technical work being requested by RJ Burnside, including the need to have a geotechnical analysis of 2nd Line SW undertaken (i.e. boreholes) and analyzed, it will not be possible to have a report produced this week.

Thank you for your time,

Jeremy Humphrey
Project Planner
Planning, Landscape Architecture and Urban Design



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From: Chris Jones <chris_mplanningservices@rogers.com>
Sent: April 16, 2020 7:42 PM
To: Humphrey, Jeremy <Jeremy.Humphrey@wsp.com>
Cc: Denise Holmes <dholmes@melancthontownship.ca>
Subject: Melancthon Site Plan Agreement

Hi Jeremy - Council amended the SPA tonight.

One of the Councillors asked that I forward a note to you asking that we try to bring this to closure asap.

Would it be possible to wrap up the matters involved with the 2 undertakings as well as the road item for the May 7 agenda?

The agenda deadline is Friday, May 1. That gives us two weeks.

To do this we would need to the roads assessment report next week to allow Burnside time to review.

Thanks,

Chris.

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• Municipal Planning Services Ltd. •

MEMORANDUM

To: Mayor White and Members of Council
Copy: Ms. Denise Holmes, CAO
From: Chris Jones MCIP, RPP
Date: April 13, 2020
Re: Amendment to Site Plan Agreement

On January 16, 2020, Council entered into a site plan agreement with 2690044 Ontario Inc.

Item 34 to the Agreement stated:

The OWNER agrees to prepare a traffic assessment memo to review potential traffic demands during construction and operation of the facility and consider the impacts of such demands in the context of the maintenance of 2nd Line. The memo will also consider By-law 27-2012 and the cost of current maintenance obligations to 2nd Line and will provide recommendations to address or minimize future costs to the Township to maintain 2nd Line. Recommendations may include but are not limited to a preferred or alternate haul route, road repairs or upgrades. The OWNER agrees to provide said memo on or before March 2, 2020 and to amend this Agreement on or before April 16, 2020 to incorporate the recommendations of the memo. The Township reserves the right to have the memo peer reviewed by a qualified professional at the OWNER's expense.

The memo required by the above clause was provided to the Township on February 29, 2020. The memo has been peer reviewed by the Township's engineering consultant and the proponent has been requested to furnish additional information. As a result, the proponent will not be able to amend the agreement by April 16, 2020.

I have discussed this with the proponent's planning consultant and it is recommended that the Item 34 be amended to establish a new deadline to amend the agreement of July 16, 2020.

Respectfully Submitted,



Chris Jones MCIP, RPP

• Municipal Planning Services Ltd. •

51 Churchill Drive
Barrie, Ontario
(705) 725-8133

PW#2

APR 16 2020

Denise Holmes

From: Denise Holmes
Sent: Wednesday, April 8, 2020 2:32 PM
To: Denise Holmes
Subject: NWN Building Permit revisions

From: Humphrey, Jeremy <Jeremy.Humphrey@wsp.com>
Sent: Thursday, April 2, 2020 8:21 AM
To: Chris Jones <Chris_MPlanningServices@rogers.com>
Cc: Denise Holmes <dholmes@melancthontownship.ca>
Subject: RE: NWN Building Permit revisions

Good morning Chris,

To address the Burnside comments regarding the roads memo, NWN has asked me to obtain transportation engineering services from WSP, which I am helping to coordinate.

With respect to our timeframes, NWN is requesting an extension to the deadline of Clause 34 for the roads memo, from April 16th, to June 15th to satisfy the depth of analysis being requested.

Please let me know what the best way would be to present this information to Council, i.e. a letter from NWN or a letter from the project managers, etc.

Let me know your thoughts.

Thanks for your time,

Jeremy Humphrey
Planner
Planning, Landscape Architecture and Urban Design



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claims and demands whatsoever against the Township, its Mayor and Councillors, employees, workers, agents, contractors and consultants, and further covenants and agrees to indemnify and save harmless the Township, its Mayor and Councillors, employees, workers, agents, contractors and consultants, from and against all actions, causes of action, losses, liens, damages, suits, judgments, orders, awards, claims and demands whatsoever, whether the same shall be with or without merit, and from all costs to which the Township, its Mayor and Councillors, employees, workers, agents, contractors and consultants, may be put in defending or settling any such action, causes of actions, suits, claims or demands, which may arise either directly or indirectly by reason of, or as a consequence of, or in any way related to the Owner developing the Subject Lands including without limitation, the installation, construction, maintenance, repair and/or operation of any and all of the Security.

- 34) The OWNER agrees to prepare a traffic assessment memo to review potential traffic demands during construction and operation of the facility and consider the impacts of such demands in the context of the maintenance of 2nd Line SW. The memo will also consider By-law 27-2012 and the cost of current maintenance obligations to 2nd Line SW and will provide recommendations to address or minimize future costs to the Township to maintain 2nd Line SW. Recommendations may include but are not limited to a preferred or alternate haul route, road repairs or upgrades. The OWNER agrees to provide said memo on or before March 2, 2020 and to amend this Agreement on or before April 16, 2020 to incorporate the recommendations of the memo. The Township reserves the right to have the memo peer reviewed by a qualified professional at the OWNER's expense.

SECTION VI - DEFAULT, FAILURE TO MAINTAIN OR PERFORM OBLIGATIONS

- 1) If, in the reasonable opinion of the Township, the Owner is not adequately performing its obligations pursuant to this Agreement, or such obligations are not being performed expeditiously or in the best interests of the Township, the Township may, upon providing 10 days' written notice to the Owner respecting such non-performance, and an opportunity to rectify same within that time, enter upon the subject lands and repair, replace or otherwise maintain the subject lands at the Owner's expense.
- 2) The Owner hereby covenants and agrees that should it be in default of any of its obligations with respect to maintenance, without any limitation whatsoever, the Township in its sole discretion may add any costs incurred by the Township to fulfill or rectify such default to the tax roll for the subject lands and that the Township shall be permitted to collect such amount outstanding in the same manner as municipal taxes. The Owner further agrees that the amount outstanding shall accrue interest payable to the Township in the same manner as taxes in arrears.
- 3) The Owner shall immediately repair any damage done to any property as a result of the development of the subject lands.
- 4) If the Owner fails or neglects to immediately repair any damage done to any property as a result of the development of the subject lands, the Township shall be entitled to draw upon the Security, if any, if the damage relates to the purpose of the Security and to use the proceeds thereof to repair such damage. Without limiting the Township's available remedies, in the event there is no Security, the Township shall be entitled to collect the costs and expenses incurred to repair the damage in a like manner as municipal taxes.
- 5) The Owner hereby grants permission to the Township and its agents, contractors and



2020-03-13

Denise Holmes, CAO/Clerk
Township of Melancthon
157101 Highway 10
Melancthon, ON L9V 2E6

Subject: Roads Impact Memo – Addendum for steel building construction

Dear Denise:

Please find enclosed an addendum to the Roads Impact Memo.

This addendum is in response to correspondence received on March 13, 2020, and provides the loads associated with the steel construction materials for the Machine Storage/Cannabis Facility building. This information has been received from Ellis Don, and is included in Section 2 of the revised memo.

This information was omitted in error, and should have formed part of Section 2 in the original submission.

Additionally, the estimated completion date for the Machine Storage/Cannabis Facility has been revised to Summer 2020, to respect the Half Loads By-law that is in effect until May.

Should you have any questions about the enclosed contents, please let me know.

Yours sincerely,

Jeremy Humphrey
Planner
Planning, Landscape Architecture, Urban Design

cc: Conor Gogan, JSG Consulting
Joshua Van Eyk, Ellis Don

WSP ref: 19M-00524-00

Unit 500
119 Spadina Avenue
Toronto, ON, Canada M5V 2L1

T: +1 416 260-0387
F: +1 416 260-3028
wsp.com



117287 2ND LINE SW – ROADS IMPACT MEMO

INTRODUCTION

This memo responds to the concerns regarding the damage to Township roads raised by members of Council during the January 16, 2020 Council meeting, as well as the February 12, 2020 Road's Sub-Committee meeting. The Site Plan Control Agreement (the Agreement) between the Township of Melancthon and 2690044 Ontario Inc, stipulated that by March 2, 2020, a memo was to be submitted by the applicant to provide further details related to the construction activities and operational impacts on Township roads resulting from the Cannabis Facility at 117287 2nd Line SW (Clause No. 34).

The Township's Road's Management Plan (the Plan), dated October 2019, prepared by RJ Burnside and Associates Ltd., details an analysis of the Township's road assets, and recommended maintenance to be undertaken by the Township. It is understood that this latter aspect of the Plan is the genesis for the concerns raised by Council, particularly with regard to the financial obligations associated with maintaining 2nd Line SW in accordance with the recommendations of the Plan.

The construction of the Cannabis Facility will have due regard for Township By-laws regulating the access and use of Township roadways, more particularly referenced as By-law 49-2015, being a by-law for reduced load periods, and By-law 27-2012, being a by-law to restrict heavy trucks operating on Township roads.

The half-loads restriction will be observed in accordance with Section 2 of By-law 49-2015. Section 2.2 of By-law No. 27-2012 exempts heavy trucks where a situation exists that access to a site cannot reasonably be attained by any other means, and stipulates that these vehicles only travel on Township roads as long as is necessary to reach the intended destination. The haul route to be used to access the property both during construction and operation of the Cannabis Facility is as follows:

- County Road 124 → County Road 17 → 2nd Line SW → 117287 2nd Line SW, and vice-versa for vehicles leaving the Facility.

This haul route minimizes the impact to Township roads, resulting in trucks and delivery vehicles using 2nd Line SW from County Road 17 to approximately 800 metres north of 280 Sideroad. The total duration that these vehicles will be using 2nd Line SW is approximately 2.8 kilometres (per direction).

A review of the appendices of the Plan, identifies the two Township road segments that construction vehicles and delivery vehicles will be using along 2nd Line SW – Asset Id's 1278 and 117 (only a portion of Asset Id 117 will be used). The financial obligations are detailed within a Memorandum dated January 6, 2020 by RJ Burnside and Associates Ltd., which identifies the following commitments within a 10-year maintenance forecast:

- Preventative and routine maintenance in 2020: \$63,213
- Resurfacing in 2026: \$382,855

This memo incorporates information from the construction management company – Ellis Don – as well the applicant - 2690044 Ontario Inc, - to inform the Township of the anticipated volume of truck traffic related to the construction and operation of the Facility. This information represents best estimates available as of February 28, 2020. As communicated through Clause 34 of the Agreement, and as discussed during the February 12, 2020 Road's Sub-Committee meeting, this memo is to be reviewed by RJ Burnside and Associates Ltd., which will provide recommendations to Township Council. These recommendations are to be incorporated to the Agreement through an Amendment no later than April 16, 2020.



1.0 PROJECT SUMMARY

On May 2, 2019, following a delegation by 2690044 Ontario Inc., Township Council adopted a resolution allowing the outdoor cultivation and accessory freezing of Cannabis plants within the General Agricultural (A1) zone. On August 8, 2019, 2690044 Ontario Inc., submitted a Site Plan Control Application for a Cannabis Facility located at 117287 2nd Line SW. This submission followed a preconsultation telephone meeting that occurred on July 5, 2019.

The application was presented to Council at the September 5, 2019 meeting, and a public Open House was held on October 16, 2019, to allow the public the opportunity to engage with the project team and find out more about the development. A revised Site Plan Control application was submitted on November 5, 2019, followed by a building permit submission on November 26, 2019. Subsequent submissions of landscape plans, and attendance at a Road's Sub-Committee meeting in January culminated in Township Council approving the Site Plan Control application at the January 16, 2020 meeting.

The development consists of four buildings that will form a campus style development once complete. The four buildings include a Machine Storage building, Freezer, Nursery, and Extraction & Processing facility. The first building permit submission was for the Machine Storage building, which will temporarily function in part as a Cannabis Facility during the first season of planting in 2020. This first building will also allow 2690044 Ontario Inc., to secure the required licenses from Health Canada.

Section 3 of the memo outlines a tentative construction schedule and forecasts the anticipated gravel and concrete truck loads. All buildings are proposed to be steel construction, though the exact specifications and suppliers of the remaining campus buildings are not known at this time, and the details of those structures are not included in this memo.

2.0 CONSTRUCTION ACTIVITIES DURING 2020

The first building to be completed by spring 2020 is the Machine Storage / Cannabis Facility. At the time of writing, the Building Permit application is under review by Dufferin County Building Services, with Municipal Approval having been secured on February 21, 2020. During this first phase of construction, approximately 30% of the campus road network will be installed to facilitate access and parking on site.

The following assumptions will be consistent throughout the memo: Each concrete truck is assumed to have a load of 9m³ of concrete, and each gravel truck has a weight of 22 tonnes. Both classes of vehicles are assumed to have full loads.

BUILDING	CONSTRUCTION AREA	CONCRETE TRUCKS	GRAVEL TRUCKS	YEAR
Machine Storage	1870 m ²	67	51	2020

The approximate 30% road & parking construction to be complete during this time yields a further 103 gravel trucks.

The steel building materials were transported to the site in early February 2020, where they have remained until the Building Permit is issued by Dufferin County. The building materials were transported in 4 separate loads, the weight of which were:

- Load 1: 17.7 tonnes
- Load 2: 14 tonnes
- Load 3: 17.2 tonnes
- Load 4: 1.4 tonnes

The intended completion date of the Machine Storage/Cannabis Facility is by Summer 2020 to secure the issuance of the federal licenses and facilitate the first 50-acre crop planting. The total construction time is anticipated to be up to 5 months (site work began in January).



3.0 ANTICIPATED CAMPUS CONSTRUCTION TRUCK VOLUME

The Machine Storage building will house a temporary Cannabis Facility until the Nursery building can be completed. The Nursery is anticipated to start construction in the Spring of 2021, and construction is expected to last approximately 9 months.

BUILDING	CONSTRUCTION AREA	CONCRETE TRUCKS	GRAVEL TRUCKS	YEAR
Nursery	4174 m2	122	112	2021

The Freezer building will begin construction in Fall 2021, and is expected to last approximately 6 months through the winter into early 2022.

BUILDING	CONSTRUCTION AREA	CONCRETE TRUCKS	GRAVEL TRUCKS	YEAR
Freezer	4118 m2	127	111	2021

The Extraction & Processing building is the last campus building that will be constructed. Construction is expected to begin in the Spring of 2022, and last approximately 9 months.

BUILDING	CONSTRUCTION AREA	CONCRETE TRUCKS	GRAVEL TRUCKS	YEAR
Extraction & Processing	1412 m2	54	38	2022

The remaining 70% of the roads and parking area are to be constructed in 2021, resulting in an addition of 241 gravel trucks.

4.0 OPERATIONAL TRUCK VOLUMES

The Extraction & Processing building is to allow frozen crops to be processed on site. Until this structure is completed in 2022, the operational requirement will be to have frozen crops transported off-site. The forecasted frequency at this time is for trucks to operate weekly. The vehicle to be used is a 13,000 lb, 26-foot long truck. The loads of these trucks will vary depending on the number of harvested crops. The frequency of trucks may ultimately increase, but will be heavily dependent upon crop yield and operational planting areas at a given time.

5.0 SUMMARY

The preceding facts and figures represents best estimates available as of February 28, 2020. Construction activities on the property commenced in early 2020, and are anticipated to be completed by late 2022. The presence of gravel and concrete trucks are expected to have the most significant impact on the Township’s road assets, though the occurrence of these vehicles is to be at the initiation of construction activities, and will not last throughout the duration of the proposed construction timelines provided above for each of the structures described. There is likely to be a high frequency of these vehicles over a short timespan, followed by periods of no traffic. The exact duration and frequency of this traffic will be largely dictated by site conditions at the time of construction.

The haul-route to be used makes minimal use of Township roads in accordance with By-law 27-2012. The half-loads restriction described in By-law 49-2015 will be observed, and will result in no heavy truck traffic during the timeframe described in Section 2 of the by-law.



This information is respectfully submitted to the Township and their consultants for consideration, and to satisfy the provision of Clause No. 34 of the Agreement.

Jeremy Humphrey
Planner,
Planning, Landscape Architecture, Urban Design
WSP Canada Group Limited.



Technical Memorandum

Date: March 18, 2020 **Project No.:** 300050618.0000
Project Name: 117287 2nd Line SW (NWN Cannabis) - Road Impact
Client Name: Township of Melancthon
Submitted To: Township of Melancthon
Submitted By: Henry Centen, P. Eng.
Reviewed By: Gord Feniak, P. Eng.; Arunas Kalinauskas, B.Sc.

This memorandum provides Burnside's peer review comments on the following document:

- 117287 2nd Line SW – Roads Impact Memo, Addendum; dated March 13, 2020; prepared by WSP

The Roads Impact Memo (RIM) responds to Clause 34 of the Development Agreement, which states the following:

- *Clause 34) The OWNER agrees to prepare a traffic assessment memo to review potential traffic demands during construction and operation of the facility and consider the impacts of such demands in the context of the maintenance of 2nd Line SW. The memo will also consider By-law 27-2012 and the cost of current maintenance obligations to 2nd Line SW and will provide recommendations to address or minimize future costs to the Township to maintain 2nd Line SW. Recommendations may include but are not limited to a preferred or alternate haul route, road repairs or upgrades. The OWNER agrees to provide said memo on or before March 2, 2020 and to amend this Agreement on or before April 16, 2020 to incorporate the recommendations of the memo. The Township reserves the right to have the memo peer reviewed by a qualified professional at the OWNER's expense.*

The RIM provides the following main conclusions/recommendations (paraphrased by Burnside):

- Construction traffic will have due regard to By-law 49-2015 (half load requirements in the Spring) and exemption allowed by Section 2.2 of By-law 27-2012 (i.e., truck route restrictions, allowing heavy trucks where no other reasonable access is available).
- The proposed haul route is along part of 2nd Line SW (approximately 2.8 km in length).

- It is noted that the Township's Road Management Plan (RMP) proposes the following maintenance on this road: preventative and routine maintenance (\$63,213 in 2020) and resurfacing (\$382,855 in 2026).
- The machine building and 30% of the internal roads/parking lot are scheduled for completion by summer 2020, generating 67 concrete trucks and 154 gravel trucks.
- The nursery building is scheduled for construction in 2021, generating 122 concrete trucks and 112 gravel trucks.
- The freezer building is scheduled for construction in the fall of 2021 and early winter 2022, generating 127 concrete trucks and 111 gravel trucks.
- The extraction/processing building and the remaining 70% of the internal roads/parking lot are scheduled for construction in 2022, generating 54 concrete trucks and 279 gravel trucks.
- Each gravel truck has a weight of 22 tonnes, and each concrete truck has a load of 9 cu m.
- Until the end of 2022, there will be weekly transport of frozen crops, via 13,000 lb, 26-foot long trucks.

Burnside Comments

1. The RIM quantifies the traffic demands for the construction period but provides no analysis of the impacts of such traffic, particularly with respect to loading impacts on the haul road. Equivalent single axle loads (ESALs) should be used to establish the damage relationship for comparing the effects of vehicles carrying different loads.
2. The RIM identifies the road maintenance plans for the haul road; however this maintenance plan assumes normal operations for a road that has heavy truck prohibitions (i.e., assuming that the original road was designed and constructed to meet such normal operating conditions). The verification of the road's design (load carrying capability) should be confirmed via borehole investigation by a geotechnical consultant.
3. The Township's RMP estimates Annual Average Daily Traffic (AADT) of 812 vehicles per day (vpd) on the haul road, with about 22 of these being trucks (i.e., 2.7%). This low truck percentage is indicative of the heavy truck prohibition on this road (i.e., allowing for exceptions such as milk trucks, waste vehicles, maintenance vehicles, etc.). Further quantification comparisons should be provided on the forecasted construction and operation traffic volumes to the existing truck volumes on this road, and the impact on the anticipated life cycles costs for this road.
4. Additional operational information should be provided for the proposed facility to confirm the number of trucks anticipated, both under the initial operations (i.e., until the end of 2022) and under ultimate normal operations.
5. Granting an exception for this type of use under By-law 27-2012 (truck route restriction by-law) is based on there being no other reasonable access available. While the proposed haul route appears to represent the only available access, the quantification

and responsibility of road maintenance and improvement costs should be further reviewed.

6. An analysis should be provided to confirm whether the planned maintenance and resurfacing work is sufficient to accommodate the increased truck volumes and loading, or whether the timing or extent of such work should be modified. If it is anticipated that the road base and road subgrade will be significantly impacted by the additional truck traffic, then consideration should be given to providing a more extensive rehabilitation treatment, with corresponding cost increases (i.e., unit costs for rehabilitation were estimated to be over twice the cost of resurfacing), to restore the road to its desirable condition and life cycle.

In summary, the RIM does not fully address the requirements of Clause 34 of the Development Agreement and we recommend that it be resubmitted to address the items noted in this peer review.

R.J. Burnside & Associates Limited



Henry Cehten, P. Eng.
Senior Transportation Engineer

HBC:ba

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3/18/2020 3:13 PM

Denise Holmes

From: Nayagam, Mat <Mat.Nayagam@wsp.com>
Sent: Friday, May 29, 2020 10:29 AM
To: Denise Holmes
Cc: Humphrey, Jeremy
Subject: FW: Road Occupancy Permit Inquiry - 2nd Line SW, Melancthon
Attachments: Traffic Control Plan - 2nd Line SW_May212020.pdf; BoreholeMap.pdf

Hello Denise,

As discussed, WSP intends to carry out a geotechnical investigation (12 BHs staggered between eastbound/westbound, to a maximum depth of 1.5) on 2nd Line SW, from County Road 17 to Sideroad 280. Our work is associated with the road impact study for the new agricultural facility at 117287 2nd Line SW. Please find attached our borehole location map and traffic control plan for this project.

I'm still awaiting some public utility locates, so tentatively the investigation is scheduled for late next week or week of June 8th.

Let me know if you need any further details and also the appropriate method of notification before we mobilize for our fieldwork.

Thanks,

Mat Nayagam, P.Eng.
Geotechnical Engineer
Environment



T +1 289-982-4039
M +1 416-230-0351
wsp.com

From: Nayagam, Mat
Sent: Thursday, May 28, 2020 11:02 AM
To: 'roads@melancthontownship.ca' <roads@melancthontownship.ca>
Subject: Road Occupancy Permit Inquiry

Hello Craig,

I'm following up on our call from earlier in the week regarding road occupancy permits in Melancthon Township, to carry out geotechnical investigation.

This is for 2nd Line SW from County Road 17 to Sideroad 280. We have twelve (12) boreholes and the work should take us 1-day to complete.

Please let me know at your earliest convenience.

Thanks,

Mat Nayagam, P.Eng.

**Geotechnical Engineer
Environment**



**T +1 289-982-4039
M +1 416-230-0351**

**2 International Blvd, Suite 201
Toronto, Ontario
M9W 1A2 Canada
wsp.com**

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**TRAFFIC MANAGEMENT PLAN
GEOTECHNICAL INVESTIGATION FOR
2 Line SW, from 1.1km W of 270 Sideroad to County Road 17, Melancthon, ON**

This memo outlines the Traffic Management Plan to be implemented by WSP Canada Inc. (WSP) during the course of drilling boreholes on 2 Line SW, from 1.1km W of 270 Sideroad to County Road 17, Melancthon, ON

All traffic control work will be conducted using the appropriate traffic control mechanisms in accordance with the Ontario Traffic Manual (OTM), MTO Book 7 and the Occupational Health and Safety Act.

A pre-start safety meeting will be held with all field personnel. All vehicles will utilize a 360° revolving light at all times when on site. In addition, to the standard safety apparel of approved head and foot protection, all staff are provided with and are required to wear an approved fluorescent tear-away vest when working within or adjacent to vehicular traffic. Below is the detailed description of the procedures to ensure unobstructed and safe operation.

Set-up and take-down procedures:

The roadway at the proposed borehole locations consist of the following lane setup:

2 Line SW is a Two-Lane Road (1 lane in each direction. There will be twelve (12) boreholes on road. The traffic control set up procedure will be as shown in Figure TL-19 attached.

All field investigations will be conducted during the permitted times for lane closures. In addition, the site will be vacated immediately if weather conditions result in freezing, or slippery pavement, or to accommodate any pavement maintenance. The work will stop immediately if ordered by the Region of Durham and Ministry of Labour (MOL) or at the discretion of WSP's officer. One field vehicle will be equipped at all times with a first-aid kit and fire extinguisher.

Field Operations Supervisor

WSP has appointed Madlool Alsabak as the Fieldwork Supervisor, below is his contact information:

O: (416) 798 0065

M: (226) 224-7551

The Project Manager for this Assignment is Mr. Mat Nayagam, P.Eng.:

O: (289)-982-4039

M: (416) 230-0351

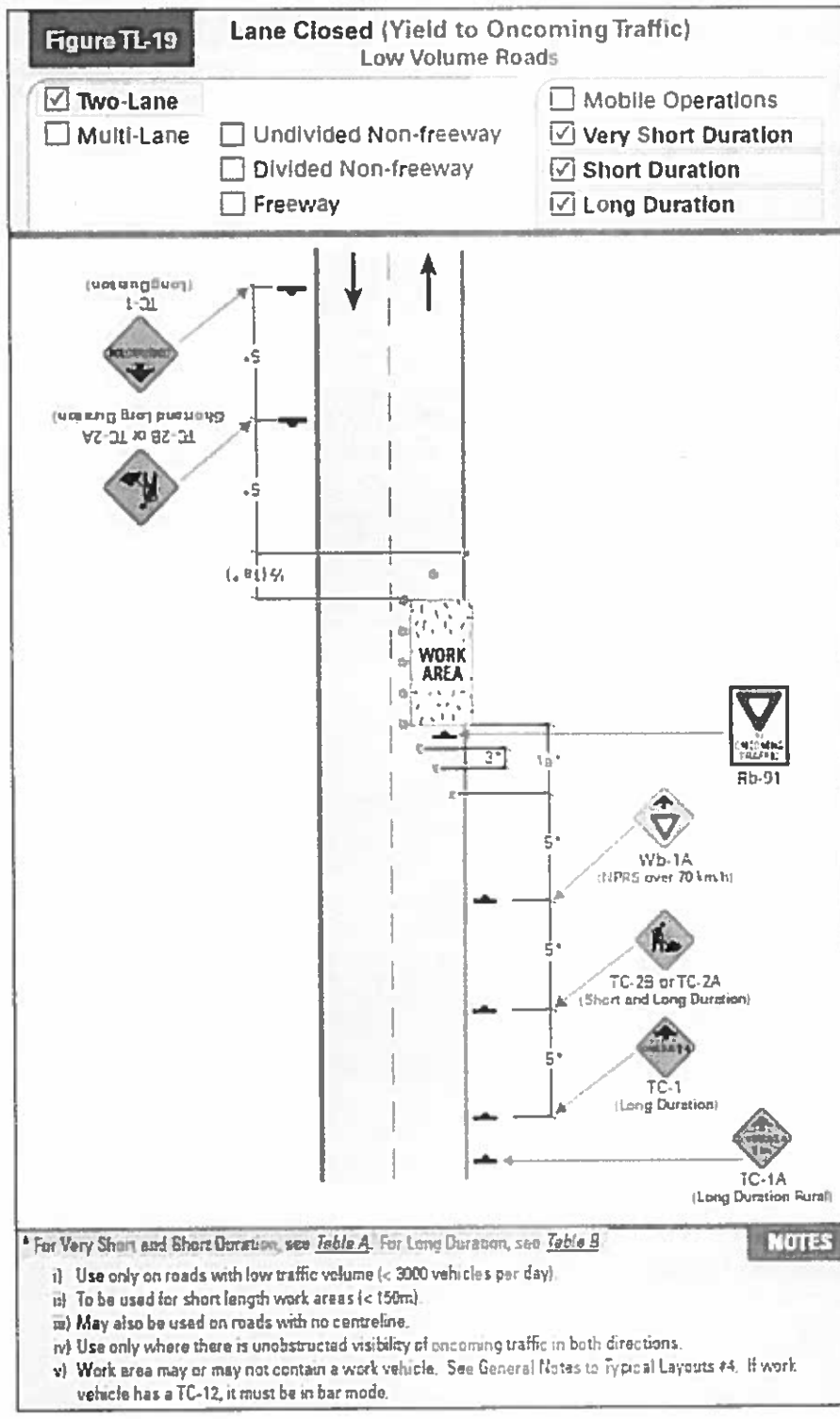
Appendix A – Traffic Control Plans

Set-Up Procedures

1. Position work vehicles upstream of work and activate 4-way flashers and/or rotary light.
2. Assemble/disassemble traffic control devices away from roadway.
3. Set up traffic control devices starting at the upstream end of work zone.
4. Check for approaching traffic before exiting vehicle.
5. Place Traffic Control signs as identified by drawing and distances as per Table B, Book 7 (see attached).
6. Delineate work area by placing cones around it as identified in drawing.
7. Perform work safely within work area only.

Take-Down Procedures

1. Drive through work zone before removal of traffic control devices.
2. Ensure all devices are picked up.
3. Remove the cones in the reverse manner as the set-up.
4. Check traffic in all directions and enter roadway when safe.
5. Vehicle stops on shoulder with 4-way flashers and rotary light activated to remove all Traffic Control signs.
6. Check work area to ensure traffic is moving smoothly.



WSP Borehoels - 2nd Line SW

South of 270 Sideroad to County Road 17

Legend

Feature 1

BH-1 (WB)

BH-2 (EB)

BH-3 (WB)

BH-4 (EB)

BH-5 (WB)

BH-6 (EB)

BH-7 (WB)

BH-8 (EB)

BH-9 (WB)

BH-10 (EB)

BH-11 (WB)

BH-12 (EB)

Google Earth

© 2020 Google

1 km



APPLICATIONS TO PERMIT FOR APPROVAL
June 4, 2020 COUNCIL MEETING

PROPERTY OWNER	PROPERTY DESCRIPTION	TYPE OF STRUCTURE	DOLLAR VALUE	D.C.'s	COMMENTS
Norman Martin Applicant: Aaron Bauman	682342 260 Sideroad Con 1 SW Pt Lot 261-265 Con 2 SW Pt Lot 261	Single Family Dwelling	\$275,000	NO	
Norman Martin Applicant: Aaron Bauman	682342 260 Sideroad Con 1 SW Pt Lot 261-265 Con 2 SW Pt Lot 261	Horse and Cattle Barn	\$125,000	NO	
Norman Martin Applicant: Aaron Bauman	682342 260 Sideroad Con 1 SW Pt Lot 261-265 Con 2 SW Pt Lot 261	Feed Bin	\$3,000	NO	
Isaac Martin Applicant: Aaron Bauman	Part Lot 23, Con 4 OS 398153 5th Line	tower silo	\$100,000	NO	
Norman Martin Applicant: Aaron Bauman	682342 260 Sideroad Con 1 SW Pt Lot 261-265 Con 2 SW Pt Lot 261	on farm shop	\$300,000	NO	

PLAN#101
 JUN 04 2020

• Municipal Planning Services Ltd. •

MEMORANDUM

To: Mayor White and Members of Council
Copy: Ms. Denise Holmes, CAO
From: Chris Jones MCIP, RPP
Date: May 29, 2020
Re: Application for TZBA – West Half Lot 13, Concession 3 O.S. (Strada)

The Township is in receipt of an application for a temporary use zoning amendment for lands located at 437159 4th Line in the West Half of Lot 13, Concession 3 O.S. The subject lands have a lot area of 40.7 hectares (100 acres) and are currently licensed and zoned for mineral aggregate extraction. The location of the subject lands is shown in Figure 1. Also at Appendix 1 an aerial photo of the subject lands has been attached to provide a context for surrounding land use.

Figure 1 – Location of Subject Lands



The subject lands are referred to as Strada Pit 1. They were approved for mineral extraction in 2002 and are the subject of an agreement with the Township signed in 2003 addressing various operational matters. According to the applicant, the pit is substantially depleted but continues to be an area utilized for processing and stockpiling.

• Municipal Planning Services Ltd. •
51 Churchill Drive, Unit 1
Barrie, Ontario
(705) 725-8133

PLAN#10.2
JUN 04 2020

The applicant has applied for a temporary use zoning amendment to permit the parking of trailers used for trucking purposes. The application seeks to rezone 10 acres for a three-year period to accommodate up to 400 trailers at a single time. According to the applicant the need for the storage site stems from inactivity of the trailers resulting from the Covid pandemic. Attached at Appendix 2 is a letter from the applicant summarizing the operational aspects of the proposal.

OFFICIAL PLAN

The subject lands are designated Extractive Industrial. The purpose of the Extractive Industrial designation is to provide policies governing both the establishment of new and expanded mineral aggregate operations and the ongoing operations of such uses.

The subject lands also have frontage along a designated haul route (Line 4). It is noted the haul route is the subject of an agreement with the applicant to undertake certain improvements as a result of 2018 approval to expand mineral aggregate extraction to lands adjacent to Pit 1. These improvements have not yet been completed.

Section 5.5.3 x) of the Official Plan provides a number of site-specific policies for the subject lands, which are paraphrased below. These policies were incorporated from an earlier official plan amendment to the Township's former Official Plan.

- i. Subject lands may be used for extractive industrial purposes and shall be subject to a site plan authorized by the Aggregate Resources Act;*
- ii. A well interference protocol shall be included in the site plan;*
- iii. A groundwater monitoring program shall be included in the site plan and annual reports shall be provided to the Township;*
- iv. A spill contingency program shall be required as a prescribed license condition;*
- v. A Stage 2 Archaeological Study shall be completed;*
- vi. Any use of the site subsequent to rehabilitation other than for agriculture shall require an amendment to the Official Plan;*
- vii. The owner shall enter into an agreement concerning the haul route.*

The Township's Official Plan permits the consideration of temporary use zoning amendments subject to consideration of criteria listed in Section 7.9 c) of the Plan and outlined below:

- i. The proposed use is clearly temporary in nature;*

- ii. *The proposed use is compatible with adjacent uses particularly in terms of nuisance effects such as noise and dust and, where necessary, suitable buffering is, or can be provided to minimize or eliminate any incompatibility or nuisance effects;*
- iii. *Sufficient road capacity exists and sufficient on-site parking can be provided;*
- iv. *The size of the lot and/or building is appropriate for the proposed use; and,*
- v. *Services such as water supply, sewage disposal and site drainage are sufficient.*

ANALYSIS

The primary role of the Extractive Industrial land use designation is to establish a policy framework to accommodate the extraction and production of mineral aggregate resources. In this case, the lands subject to the application for the temporary use have been designated and zoned for extractive uses for almost 18 years and according to the site manager, the pit is nearly depleted of resources. In accordance with the ARA licensing requirements, the owner is required to rehabilitate the subject lands to an agricultural condition once the pit is completely depleted of resources. On this basis, Council should be aware that the approval of the temporary use would potentially delay rehabilitation, at least in the area subject to the rezoning.

It is noted that item 5.5.3 x) vi) from the Official Plan requires an amendment to the Plan to authorize any subsequent use of the site, however I do not believe this criteria is applicable as the final rehabilitation of the pit has not been completed nor has the ARA license for Pit 1 surrendered.

NEXT STEP

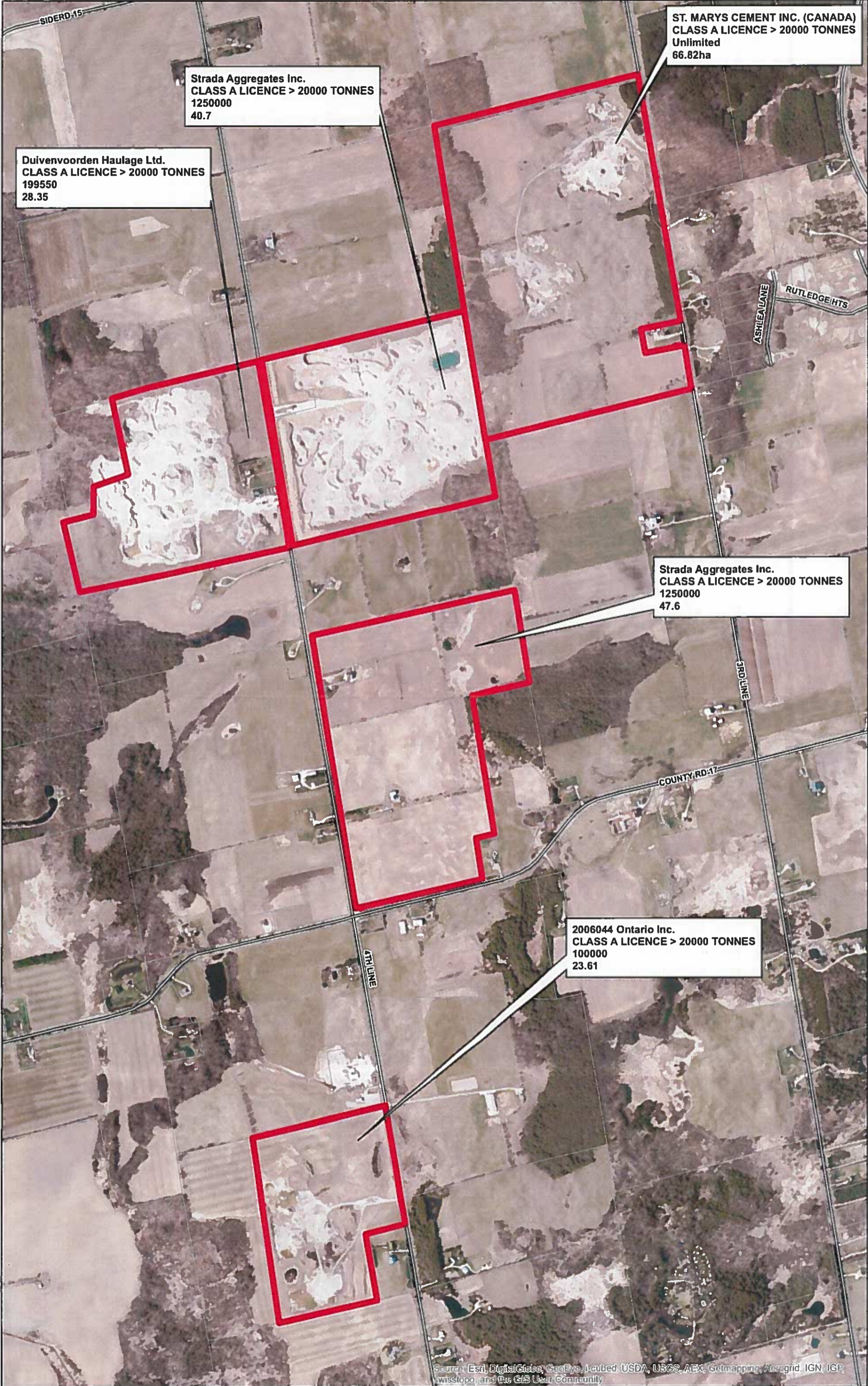
This application has been declared complete and has been scheduled for a public meeting on June 18, 2020. Subsequent to the public meeting and receipt of any public or agency comments concerning the application, I will provide a supplemental report to Council with recommendations on how to proceed with the application.

Respectfully Submitted,



Chris Jones MCIP, RPP

• Appendix 1 •



Strada Aggregates Inc.
CLASS A LICENCE > 20000 TONNES
1250000
40.7

Duivenvoorden Haulage Ltd.
CLASS A LICENCE > 20000 TONNES
199550
28.35

ST. MARYS CEMENT INC. (CANADA)
CLASS A LICENCE > 20000 TONNES
Unlimited
66.82ha

Strada Aggregates Inc.
CLASS A LICENCE > 20000 TONNES
1250000
47.6

2006044 Ontario Inc.
CLASS A LICENCE > 20000 TONNES
100000
23.61

•Appendix 2•

[Faint, illegible text from the background document, likely bleed-through from the reverse side of the page.]



30 Floral Parkway
Concord, Ontario
L4K 4R1

PHONE (905) 738 2200

May 14, 2020

Township of Melancthon
157101 Highway 10
Melancthon, Ontario
L9V 2E6

Re: Strada Aggregates Melancthon Pit – Temporary Storage

Hello Mayor White & Councilors,

We (Strada Aggregates Inc.) are drafting this letter in order to add additional information regarding our recent Temporary Zoning By-Law Amendment application.

We were approached by a trucking company (Train Trailers Group) asking if they could store the trailer portion within our gravel pit on a temporary basis. The reason for their request was due to the recent COVID pandemic whereby they have an abundance of trailers that require a storage site.

The units would be stored within the same area where we had housed the various windmill components (blades, masts, hydro poles, etc). The area is approx. 10 acres of which could store 40 trailers per acre or approx. 400 units.

Operational items below:

- a.) Only the trailer portion would be stored;
- b.) The units are standard enclosed trailers that would be empty or contain new construction material (windows, doors, etc.);
- c.) The units would not contain any liquids or hazardous material;
- d.) Absolutely no maintenance or repairs would occur on-site;
- e.) The units are licensed and in good working condition;
- f.) Hours of operation would mirror our current site plan;
- g.) Daily activity would consist of approx. 8~10 units moving in/out.

Please let me know if you require any additional information and thank you for the consideration.

Best Regards

A handwritten signature in blue ink, appearing to read "G. C. Horan", is written over a horizontal line.

Grant C. Horan
Controller/Executive Officer
Phone: 905-738-2200



SHELburne & DISTRICT FIRE BOARD

March 3, 2020

The Shelburne & District Fire Department Board of Management meeting was held at the Fire Hall on the above mentioned date at 7:00 P.M.

Present

As per attendance record.

1. Opening of Meeting

Chair, Walter Benotto, called meeting to order at 7:02pm.

2. Approval of Agenda

2.1. March 3, 2020

Resolution #1

Moved by S Hall – Seconded by J Horner

BE IT RESOLVED THAT:

The Board of Management approves the agenda as amended.

- Remove Item:
8.1 Engineer's Report

Carried

3. Approval of Minutes

3.1. January 7, 2020

Resolution #2

Moved by E Hawkins – Seconded by S Hall

BE IT RESOLVED THAT:

The Board of Management adopt the minutes under the date of January 7, 2020 as circulated.

Carried

4. **Disclosure of Pecuniary interest**

None declared.

5. **Public Question Period** (15min)

No public present.

6. **Delegation / Deputations**

6.1. Closed Session under the *Municipal Act, 2001*

Resolution #3

Moved by E Hawkins – Seconded by M Mercer

BE IT RESOLVED THAT:

The Board of Management proceed in closed session in order to address a matter pertaining to:

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

Carried

Resolution #4

Moved by S Hall – Seconded by E Hawkins

BE IT RESOLVED THAT:

The Board of Management rise and report at approximately 8:13pm.

Carried

7. **Unfinished Business**

7.1. Board Agreement

7.1.1. Draft Board Agreement

The Board reviewed the draft agreement and discussed the potential of each Council's approval. No motion was brought forward.

7.2. Code of Conduct

No discussion

7.3. Dispatching

7.3.1. Notice of Termination

7.3.2. Report – Dispatch Service Provider Search Update

The Chief updated the Board and anticipates a final list of candidates will be presented to the Board in April.

8. **New Business**

8.1. Item Removed

8.2. Cyber Policy/Server Access

8.2.1. Report – Cyber Policy/Server Access

Resolution #5

Moved by J Horner – Seconded by M Mercer

BE IT RESOLVED THAT:

The Shelburne & District Fire Department adopt the Town of Shelburne's Municipal Cyber Policy adopted November 18, 2019 Schedule A to By-law #68-2019.

Carried

Resolution #6

Moved by G Little – Seconded by F Nix

BE IT RESOLVED THAT:

The Board of Management approves the MOU to establish the terms and conditions under which Shelburne will provide access to the Fire Department data held on the Town's server as circulated;

AND FURTHER THAT:

The Board directs the Secretary to forward the Memorandum of Understanding to the Town of Shelburne to execute.

Carried

9.

10. Chief's Report

10.1. Monthly Reports – (January & February 2020)

The Board reviewed the monthly fire calls responses.

10.2. Update from Fire Chief

The Board reviewed the Chief's Activity Report for January and February.

The Board was presented video of the department's response to 2 house fires.

The Board applauded the work of the department.

11. Accounts

Resolution #7

Moved by S Hall – Seconded by E Hawkins

BE IT RESOLVED THAT:

The payables for January & February in the amount of \$78,566.24 as presented be approved for payment.

Carried

12. Confirming Motion; Adjournment & Next Meeting Date

Resolution #8

Moved by S Hall – Seconded by F Nix

BE IT RESOLVED THAT:

All actions of the Board Members and Officers of the Shelburne and District Fire Board of Management, with respect to every matter addressed and/or adopted by the Board on the above date are hereby adopted, ratified and confirmed; And each motion, resolution and other actions taken by the Board Members and Officers at the meeting held on the above date are hereby adopted, ratified and confirmed.

Carried

Resolution #9

Moved by F Nix – Seconded by G Little

BE IT RESOLVED THAT:

The Board of Management do now adjourn at 9:52pm to meet again on April 4, 2020 at 7:00pm or at the call of the Chair.

Carried

Respectfully submitted by:

Approved:

Sabrina VanGerven
Secretary-Treasurer

Walter Benotto
Chairperson

SHELBURNE & DISTRICT FIRE BOARD MEMBERS

Meeting Attendance Record Under Date of November 5, 2019

Municipality / Member	Present	Absent
Township of Amaranth		
Heather Foster	X	
Gail Little	X	
Town of Mono		
Sharon Martin		X
Fred Nix	X	
Township of Melancthon		
Wayne Hannon	X	
Margaret Mercer	X	
Town of Shelburne		
Walter Benotto	X	
Shane Hall	X	
Township of Mulmur		
Earl Hawkins	X	
Janet Horner	X	
Staff		
Brad Lemaich – Fire Chief	X	
Jeff Clayton – Deputy Chief		X
Sabrina VanGerven – Secretary/Treasurer	X	



**NORTH DUFFERIN COMMUNITY CENTRE BOARD OF
MANAGEMENT
MINUTES
THURSDAY, APRIL 16, 2020 – 3:00 P.M.
ELECTRONIC MEETING - ZOOM**



The North Dufferin Community Centre Board of Management known as “The Board” held its meeting on the 16th day of April, 2020 at 3:00 p.m., as an electronic meeting through ZOOM.

Those present:

Chester Tupling, Chair, Mulmur
Bert Tupling, Vice-Chair, Melancthon
Keith Lowry, Mulmur
Patricia Clark, Councillor, Mulmur
Dave Besley, Deputy Mayor, Melancthon
Heather Boston, NDCC Treasurer, Mulmur
Tracey Atkinson, CAO, Mulmur
Denise Holmes, CAO, Melancthon
Donna Funston, NDCC Secretary, Melancthon

Regrets:

Clayton Rowbotham, Melancthon
Nancy Noble, Mulmur
Debbie Fawcett, Melancthon,

#1 Call to Order by Chair

Chair Tupling called the meeting to order at 3:30 p.m.

#2 Additions/Deletions/Approval of Agenda

-Moved by Clark, Seconded by Lowry the Agenda be approved as circulated. Carried.

#3 Declaration of Pecuniary Interest or Conflict of Interest

None.

#4 Approval of Draft Minutes

-Moved by Clark, Seconded by Tupling, that the minutes of the North Dufferin Community Centre Board of Management held on March 11, 2020 be approved as circulated. Carried.

#5 Business Arising from the Minutes

None.

#6 Facility Manager's Report

James Woods was not in attendance for the meeting and no report submitted for discussion.

#7 General Business

1. Financial
 1. Accounts
 2. A/R update
 3. YTD vs. Budget comparison
2. Other
3. Unfinished Business
 1. Arena Manager and Part time staff Pay Grids
 2. Generator Switch for Mobile Generator

#1.1 Discussion around keystone expense and how that is calculated. Heather explained each module used by the Arena comes with an expense. If the Township and Arena use the same module the yearly cost is split in half between the Township and Arena. Member Lowry has great concerns regarding this expense calculation, when the Township uses the module with or without the Arena why is the expense being passed on. Heather explains the agreement states Mulmur is responsible for treasury functions, because of that Heathers time is not being charged to the Arena however, any necessary supplies are charged back.

Member Lowry requests this item be placed on the Agenda to be discussed by the Board at the next in person meeting.

Member Clark noted that the hydro bill was not much less than January 2019, she found it disappointing to have such small savings after replacing the hot water tanks. Heather explained the hydro bills will now be put in the month in which they are dated. Example Feb 12, 2020 billing date will be in the February financial listing even though most of the hydro usage was in January. This will eliminate the delay with the hydro bills on the monthly financials supplied to the Board. In 2020 only 11 bills will be paid due to this change so at the end of the year hydro will be under budget.

-Moved by B. Tupling, Seconded by Clark that the accounts in the amount of \$28,669.02 be approved to be paid. Carried.

#1.2 Discussion around A/R balances. Heather confirmed notices are being sent and calls are being made to collect the outstanding monies.

#1.3 Budget numbers are now correct with the wage line being increased.

#3 Leave on as unfinished

#8 Information

#9 Closed Session

-Moved by Besley, Seconded by Clark that the North Dufferin Community Centre Board of Management move into closed session meeting pursuant to Section 239 of the Municipal Act, 2001, as amended, at 3:56 p.m. for the following reason:

Personal matters about an identifiable individual, including municipal or local board employees – Facility and Board Personnel Issues. Carried.

-Moved by B.Tupling, Seconded by Lowry that the North Dufferin Community Centre Board of Management rise from Closed Session at 4:39 p.m. with report. Carried.

-Moved by Tupling, Seconded by Besley that the NDCC BoM accept the recommendation made by the Chair and his designate with respect to negotiations made between the Chair and our Arena Manager with the intent to move toward salary based compensation from the current hour based model. A contract to be drawn up upon the Chairs request. Carried.

#10 Notice of Motion

-None

#11 Confirmation Motion

-Moved by Clark, Seconded by Tupling be it resolved that: all actions of the Members and Officers of the North Dufferin Community Centre Board of Management with respect to every matter addressed and or adopted by the Board on the above date are hereby adopted, ratified and confirmed; and each motion, resolution and other actions taken by the Board Members and Officers at the meeting held on the above date are hereby adopted, ratified and confirmed. Carried.

#12 Adjournment

-Moved by Clark, Seconded by Tupling that we adjourn the North Dufferin Community Centre Board of Management meeting at 4:43 p.m. to meet again on Wednesday May 13, 2020 at 7:00 p.m. at the North Dufferin Community Centre or at the call of the Chair. Carried.

CHAIR

SECRETARY



NVCA Board Meeting Highlights May 22, 2020

Next Meeting: June 26, 2020, location to be determined

For the full meeting agenda including documents and reports, visit nvca.on.ca/about/boardofdirectors

The May 22, 2020 board meeting was held electronically through WebEx, and streamed on YouTube for public viewing due to COVID-19 restrictions.

This meeting consisted of the regular board meeting and the Nottawasaga Valley Source Protection Authority meeting. Highlights from both meetings are written below.

NVCA Board approves 2020 - 2025 Draft Strategic Plan

The NVCA Board of Directors voted to approve the 2020 – 2025 Strategic Plan.

A draft version of the 2020 – 2025 NVCA Strategic Plan was presented to the Board of Directors in February.

NVCA's strategic planning process follows the guidelines from the recently published Integrated Watershed Management Plan, a document that guides NVCA's efforts to maintain and enhance the watershed's natural heritage resources.

The strategic plan is high level and broad-based, and provides the ability for the NVCA to move in many different directions and be reactive to different situations. It is an overarching document that provides a lookout over a longer period of timeframe, and is a living guidance document.

The strategic plan will be complemented by a business plan that has five, one year incremental forecasts for NVCA's work. It will be a living document that provides a nimble ability to react.

In this board meeting, board members provided comments and insights of the draft strategic plan. Comments include whether or not the strategic plan was nimble enough to accommodate COVID-19 situations and legislative changes from the Ontario government, and whether it can guide the NVCA to provide better service to municipalities.

Letter of support for conservation authorities

On April 27, 2020, 112 environmental groups sent a joint letter to the Ontario government stating that all 36 conservation authorities (CAs) need to retain their current mandate of protecting, restoring and managing the watersheds where 95 percent of Ontarians reside.

These environmental groups include Environmental Defence, Ontario Nature and the Canadian Environmental Law Association.

The letter further states that the functions and responsibilities of CAs with respect to land use planning and permitting, monitoring, stewardship and education must be maintained.

[Download the letter here.](#)

Nottawasaga Valley Source Protection Authority

New committee members

Since the fall of 2019, the term for many members of the Source Water Protection (SPA) committee has ended.

Many long-standing members were reappointed, giving continuity to the work of the committee. With a multi-stakeholder approach in mind, the Nottawasaga Valley Source Protection Authority (NVSPA) was able to recruit four new members and two representatives from the Severn Sound Environmental Association to join the committee.

In normal situations, new members would have a thorough in-person orientation that spans over two months. However, due to the COVID-19 pandemic, documents and videos were sent to the members, followed by a Q&A session to clarify any questions or concerns.

Two year extension for completion of Risk Management Plans

All Risk Management Plans were scheduled to be completed by July 2020. Due to the COVID-19 pandemic, all risk management work has been suspended until further notice. As such, the NVCA Board of Directors approved a proposal by staff for a two-year extension to complete Risk Management Plans.6

Inefficiencies in Annual Reporting Process

The annual reporting process is an extremely valuable part of the Source Protection program, it ensures that SPA staff remain aware of the state of progress made by implementing bodies, and supports staff in providing this information in a presentation to the Board of Directors, and Source Protection Committee (SPC), on an annual basis.

However, Risk Management Officials who are responsible for completing these reports have indicated that meeting the reporting requirements is a significant workload taking multiple days to complete. In addition, the large reporting burden combined with regular RMO duties and a lack of clarity in some of the questions asked, resulted in concerns that the quality of some answers may have been compromised.

To streamline the annual reporting process, staff reviewed annual report questions, and proposed removing those that:

- Are not longer needed, as answer is now known

- Is redundant
- Has not proved useful to staff or SPC
- Requires more detail than is needed by staff or SPC

The NVCA Board of Directors voted to have the Source Protection Authority Board to request the Minister of Environment, Conservation and Parks to initiative a review of the Regulation 287/07 in order to reduce an unnecessary workload in regards to the Annual Report.

Upcoming events

Beyond Tiffin Education – NVCA’s new online education program. These programs help families explore nature in their backyards or a safe greenspace in their neighbourhoods.

For a nominal fee of \$5/lesson (or \$20 for 5), families will have access to video lessons, activity descriptions and modelling with applicable pdf. Files. They will also have exclusive access to Club Beyond Tiffin where students will be able to adventures, pictures and ask questions.



Grand River Conservation Authority

Summary of the General Membership Meeting – May 22 2020

This meeting was held virtually and streamed live for the public on [GRCA's Board Webcast Page](#)

To GRCA/GRCF Boards and Grand River watershed municipalities - Please share as appropriate.

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- GM-05-20-37 - Financial Summary – February
- GM-04-20-21 - Financial Summary – March
- GM-05-20-35 - Financial Summary – April
- GM-05-20-34 - Provincial Offences Act Officer Appointment
- GM-05-20-33 - Conestogo Dam Concrete Rehabilitation Phase 2 Contract Budget Increase
- GM-05-20-C02 - Property Agreement- City of Cambridge (Confidential Agenda)

Information Items

The Board received the following reports as information:

- GM-05-20-32 - Cash and Investment Status
- GM-05-20-36 - Current Watershed Conditions

Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board

Action Items

The Board approved the resolutions in the following reports as presented in the agenda:

- SPA-05-20-01 - Submission of the Revised Updated Grand River Source Protection Plan
- SPA-05-20-02 - Submission of the 2019 Grand River Annual Progress Report and Supplemental Form
- SPA-05-20-03 - Source Protection Committee Representative Appointments
- SPA-05-20-04 - Source Protection Committee Amended Rules of Procedure

Correspondence

The Source Protection Authority Board received the following correspondence:

- Lake Erie Source Protection Region – Annual Reporting
- Lake Erie Source Protection Region – Submission of Revised Grand River Assessment Report and Source Protection Plan

For full information, please refer to the [May 22 Agenda Package](#). The Source Protection Agenda is also available on our calendar. Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar following the next meeting of the General Membership scheduled on June 24, 2020.

You are receiving this email as a GRCA board member, GRCF board member, or a Grand River watershed member municipality. If you do not wish to receive this monthly summary, please respond to this email with the word 'unsubscribe'.

WFO# 2
JUN 04 2020

Denise Holmes

From: Sue Peterson [REDACTED]
Sent: Thursday, May 21, 2020 5:12 PM
To: Denise Holmes
Cc: [REDACTED]
Subject: Re: Twp Melancthon Shelburne Fall Fair 2020

Hi Denise.

The fair board has made the decision to not have the fair this year. We will plan for next year. Please let me know if you need anything else.

Thanks
Sue

Sent from my iPhone

On Apr 24, 2020, at 4:04 PM, Denise Holmes <dholmes@melancthontownship.ca> wrote:

That would be great!
Thanks Sue.

Denise B. Holmes, AMCT
CAO/Clerk, Township of Melancthon
519-925-5525 Ext. 101

Please note: Effective 10:00 a.m. on March 17, 2020, the Township of Melancthon Municipal Office will be closed to the Public until further notice. Some of our services are available online (tax payments, planning applications, fire permits) or Staff will be available by phone at 519-925-5525 to assist.

From: Sue Peterson [REDACTED]
Sent: Friday, April 24, 2020 3:54 PM
To: 'Karren Wallace' <kwallace@wellington-north.com>; Denise Holmes <dholmes@melancthontownship.ca>
Cc: 'Larry Braiden' [REDACTED]
Subject: Re: Twp Melancthon Shelburne Fall Fair 2020

Hi Denise:

The Shelburne Fair will make a decision by June 1st on our upcoming Shelburne Fall Fair.

Once this decision is made I can let you know.

Thanks
Sue

On Friday, April 24, 2020, 03:41:45 p.m. EDT, Denise Holmes <dholmes@melanctontownship.ca> wrote:

Hi Karren,

At the last meeting of Council, Staff were directed to contact Shelburne Agricultural Society to see what the plans are for this year's Fall Fair. Could you please advise?

Thank you.

Denise B. Holmes, AMCT

CAO/Clerk, Township of Melancthon

519-925-5525 Ext. 101

Please note: Effective 10:00 a.m. on March 17, 2020, the Township of Melancthon Municipal Office will be closed to the Public until further notice. Some of our services are available online (tax payments, planning applications, fire permits) or Staff will be available by phone at 519-925-5525 to assist.

From: Karren Wallace <KWallace@wellington-north.com>
Sent: Monday, March 2, 2020 1:07 PM
To: Denise Holmes <dholmes@melanctontownship.ca>
Cc: 'Larry Braiden' [REDACTED] Sue Peterson [REDACTED]
Subject: Twp Melancthon Shelburne Fall Fair 2020

Sent on behalf of Larry Braiden, President

Karren Wallace



KPMG LLP
115 King Street South
2nd Floor
Waterloo ON N2J 5A3
Canada
Tel 519-747-8800
Fax 519-747-8830

NOTICE TO READER

On the basis of information provided by management, we have compiled the statement of financial position of North Dufferin Community Centre as at December 31, 2019 and the statements of operations and accumulated surplus for the year then ended. We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon. Readers are cautioned that these financial statements may not be appropriate for their purposes.

The comparative information was compiled by another firm of chartered accountants.

KPMG LLP

Chartered Professional Accountants, Licensed Public Accountants

Waterloo, Canada

April 27, 2020

KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.

WFO#4
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NORTH DUFFERIN COMMUNITY CENTRE

Statement of Financial Position

December 31, 2019, with comparative information for 2018
(Unaudited - See Notice to Reader)

	2019	2018
Financial Assets		
Cash and cash equivalents	\$ 33,075	\$ 16,996
Accounts receivable	31,698	28,113
	<u>64,773</u>	<u>45,109</u>
Financial Liabilities		
Accounts payable and accrued liabilities	32,965	36,268
	<u>31,808</u>	<u>8,841</u>
Non-Financial Assets		
Prepaid expenses	6,837	6,082
Tangible capital assets	14,098	—
	<u>20,935</u>	<u>6,082</u>
Accumulated surplus	\$ 52,743	\$ 14,923

See accompanying notes to financial statements.

NORTH DUFFERIN COMMUNITY CENTRE

Statement of Operations

December 31, 2019, with comparative information for 2018

(Unaudited - See Notice to Reader)

	2019	2018
Revenue:		
Ice rentals	\$ 106,476	\$ 94,261
Grant- Township of Mulmur	55,024	45,277
Grant- Township of Melancthon	55,024	45,277
Fundraising	19,046	24,778
Miscellaneous	4,916	8,569
Hall rental	4,012	2,693
Non-resident user fees	3,696	-
Donations	3,239	100
Booth rentals	2,170	3,561
	<u>253,603</u>	<u>224,516</u>
Expenses:		
Staffing costs	74,215	59,567
Hydro	50,085	55,360
Repairs and maintenance	36,447	42,436
Fuel	14,712	15,067
Insurance	12,518	11,763
Fundraising expenses	10,993	10,859
Capital purchases	3,768	-
Office	2,428	3,988
Telephone	1,968	2,512
Booth Supplies	1,918	4,462
Health and safety	1,903	-
Amortization	1,506	-
Licences and fees	1,149	1,556
Interest and bank charges	772	388
Professional fees	610	1,403
Bad debts	398	-
Water testing	393	232
	<u>215,783</u>	<u>209,593</u>
Annual surplus	37,820	14,923
Accumulated surplus, beginning of year	14,923	-
Accumulated surplus, end of year	<u>\$ 52,743</u>	<u>\$ 14,923</u>

See accompanying notes to financial statements.

NORTH DUFFERIN COMMUNITY CENTRE

Statement of Accumulated Surplus

December 31, 2019, with comparative information for 2018
(Unaudited - See Notice to Reader)

	2019	2018
Surplus (deficit):		
Surplus (deficit) from general fund operations	\$ 7,818	\$ (29,582)
Reserves:		
Operating reserve	40,000	40,000
Facility development reserve	4,925	4,505
	44,925	44,505
Accumulated surplus	\$ 52,743	\$ 14,923

See accompanying notes to financial statements.

NORTH DUFFERIN COMMUNITY CENTRE

Note to Financial Statements

Year ended December 31, 2019
(Unaudited - See Notice to Reader)

On September 7, 2017 the Townships of Mulmur and Melancthon signed an agreement to officially form a joint municipal service board. The service board is managed by an eight member board known as the North Dufferin Community Centre Joint Board of Management. Four members have been appointed from each participating municipality to the joint municipal service board.

1. Basis of presentation:

The recognition, measurement, presentation and disclosure principles in these financial statements may not be in accordance with the requirements of any of the financial reporting frameworks in the CPA Canada Handbook – Public Sector Accounting.

Denise Holmes

From: Sabrina VanGerven [REDACTED]
Sent: Tuesday, May 19, 2020 9:57 AM
To: dmorrissey@shelburne.ca; Tracey Atkinson; mark.early@townofmono.com; nmartin@amaranth.ca; Denise Holmes
Cc: Carey Holmes; Heather Boston; les.halucha@townofmono.com; Wendy Atkinson
Subject: Shelburne & District Fire 2019 Financial Statements
Attachments: Shelburne & District Fire 2019FS.pdf

Good morning,

Find attached the finalized 2019 Financial Statements. If you have any questions or concerns, please do not hesitate to contact me.

Kind regards,

Sabrina VanGerven, Secretary/Treasurer
Shelburne & District Fire Board

SHELBURNE & DISTRICT FIRE DEPARTMENT

CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2019

(Unaudited - See Independent Practitioner's Review Engagement Report)

**SHELBURNE & DISTRICT FIRE DEPARTMENT
INDEX TO THE CONSOLIDATED FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2019**

(Unaudited - See Independent Practitioner's Review Engagement Report)

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INDEPENDENT PRACTITIONER'S REVIEW ENGAGEMENT REPORT

To the Joint Board of Management of Shelburne & District Fire Department

We have reviewed the accompanying consolidated financial statements of Shelburne & District Fire Department that comprise the consolidated statement of financial position as at December 31, 2019 and the consolidated statements of operations, change in net financial assets and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility

Our responsibility is to express a conclusion on the accompanying consolidated financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of the consolidated financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these consolidated financial statements.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the consolidated financial statements do not present fairly, in all material respects, the financial position of Shelburne & District Fire Department as at December 31, 2019 and the results of its operations and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Guelph, Ontario
May 13, 2020

Chartered Professional Accountants
Licensed Public Accountants

SHELBURNE & DISTRICT FIRE DEPARTMENT
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
AS AT DECEMBER 31, 2019

(Unaudited - See Independent Practitioner's Review Engagement Report)

	2019	2018
FINANCIAL ASSETS		
Cash	\$ 466,918	\$ 254,216
Accounts receivable	<u>89,473</u>	<u>38,790</u>
	<u>556,391</u>	<u>293,006</u>
LIABILITIES		
Accounts payable and accrued liabilities	<u>43,548</u>	<u>12,880</u>
NET FINANCIAL ASSETS	<u>512,843</u>	<u>280,126</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (note 5)	<u>1,204,321</u>	<u>1,291,971</u>
ACCUMULATED SURPLUS (schedule 1)	<u>\$ 1,717,164</u>	<u>\$ 1,572,097</u>

**SHELBURNE & DISTRICT FIRE DEPARTMENT
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2019**

(Unaudited - See Independent Practitioner's Review Engagement Report)

	2019 Budget	2019 Actual	2018 Actual
REVENUES			
Town of Shelburne	\$ 359,965	\$ 359,965	\$ 325,739
Township of Melancthon	101,191	101,192	90,549
Township of Amaranth	95,232	95,232	84,350
Town of Mono	66,766	66,766	61,816
Township of Mulmur	<u>59,352</u>	<u>59,352</u>	<u>55,552</u>
	<u>682,506</u>	<u>682,507</u>	<u>618,006</u>
Firefighting fees	41,000	35,773	70,562
Gain on disposal of asset	0	30,045	0
Inspection and miscellaneous	5,000	24,977	32,039
Interest income	<u>500</u>	<u>4,661</u>	<u>3,114</u>
	<u>46,500</u>	<u>95,456</u>	<u>105,715</u>
	<u>729,006</u>	<u>777,963</u>	<u>723,721</u>
EXPENSES			
Firefighter salaries and benefits	368,471	309,815	329,585
Amortization	155,000	147,066	155,961
Materials, supplies, services	49,850	35,567	34,695
Insurance	13,000	18,119	11,347
Vehicle maintenance	36,800	22,362	38,605
Utilities	22,500	21,562	19,538
Secretarial services	18,500	17,152	16,225
Bad debts	0	12,968	4,323
Communication equipment	16,300	12,395	14,418
Equipment maintenance and purchases	27,500	11,095	10,968
Training	20,000	10,264	10,652
Telephone	4,400	4,810	4,237
Legal and accounting fees	5,000	2,951	2,798
Fire prevention	6,000	2,604	3,649
Conventions and conferences	5,000	1,766	1,615
Licence and membership fees	1,525	1,700	1,210
Bank charges and interest	<u>1,260</u>	<u>700</u>	<u>674</u>
	<u>751,106</u>	<u>632,896</u>	<u>660,500</u>
ANNUAL (DEFICIT) SURPLUS	\$ <u>(22,100)</u>	145,067	63,221
ACCUMULATED SURPLUS, beginning of year		<u>1,572,097</u>	<u>1,508,876</u>
ACCUMULATED SURPLUS, end of year		\$ <u>1,717,164</u>	\$ <u>1,572,097</u>

SHELBURNE & DISTRICT FIRE DEPARTMENT
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2019
(Unaudited - See Independent Practitioner's Review Engagement Report)

	2019 Actual	2018 Actual
Annual surplus	\$ <u>145,067</u>	\$ <u>63,221</u>
Acquisition of tangible capital assets	(73,933)	(555,863)
Amortization	147,066	155,961
(Gain) loss on disposal of asset	(30,045)	0
Proceeds on disposal of assets	<u>44,562</u>	<u>0</u>
	<u>87,650</u>	<u>(399,902)</u>
INCREASE (DECREASE) IN NET FINANCIAL ASSETS	232,717	(336,681)
NET FINANCIAL ASSETS, beginning of year	<u>280,126</u>	<u>616,807</u>
NET FINANCIAL ASSETS, end of year	\$ <u>512,843</u>	\$ <u>280,126</u>

**SHELBURNE & DISTRICT FIRE DEPARTMENT
CONSOLIDATED STATEMENT OF CASH FLOW
FOR THE YEAR ENDED DECEMBER 31, 2019**

(Unaudited - See Independent Practitioner's Review Engagement Report)

	2019	2018
CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Annual surplus	\$ 145,067	\$ 63,221
Amortization	147,066	155,961
Gain on disposal of asset	<u>(30,045)</u>	<u>0</u>
	<u>262,088</u>	<u>219,182</u>
Net changes in non-cash working capital		
Accounts receivable	(50,683)	(7,333)
Accounts payable and accrued liabilities	<u>30,668</u>	<u>4,914</u>
	<u>(20,015)</u>	<u>(2,419)</u>
	<u>242,073</u>	<u>216,763</u>
CASH USED IN CAPITAL ACTIVITIES		
Acquisition of tangible capital assets	(73,933)	(555,863)
Proceeds on disposal of tangible capital assets	<u>44,562</u>	<u>0</u>
	<u>(29,371)</u>	<u>(555,863)</u>
NET INCREASE (DECREASE) IN CASH	212,702	(339,100)
CASH, beginning of year	<u>254,216</u>	<u>593,316</u>
CASH, end of year	<u>\$ 466,918</u>	<u>\$ 254,216</u>

SHELBURNE & DISTRICT FIRE DEPARTMENT
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2019

(Unaudited - See Independent Practitioner's Review Engagement Report)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The consolidated financial statements of the Shelburne & District Fire Department are the representation of management prepared in accordance with accounting principles established by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. Summarized below are the significant accounting policies:

(a) Acknowledgement of Responsibility

The management of Shelburne & District Fire Department acknowledges its responsibility for the creation and compilation of the consolidated financial statements and the following significant accounting policy decisions and related policy notes.

(b) Basis of Consolidation

These consolidated statements reflect the assets, liabilities, sources of financing and expenditures of the revenue fund, reserve fund and capital fund of the Shelburne & District Fire Department. All interfund assets and liabilities and sources of financing and expenditures have been eliminated. The operations of the joint board are to be consolidated in the Financial Report of the five participating municipalities on a proportionate basis.

(c) Basis of Accounting

- i) Sources of financing and expenditures are reported on the accrual basis of accounting. The interest charges are not accrued for the periods from the dates of the latest instalment payments to the end of the fiscal year.
- ii) The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(d) Credit Risk Management

The organization is exposed to credit risk on the accounts receivable from insurance companies. It does not have significant exposure to any individual customer or counterpart.

(e) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

SHELBURNE & DISTRICT FIRE DEPARTMENT
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2019

(Unaudited - See Independent Practitioner's Review Engagement Report)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(f) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributed to acquisition, construction, development or betterment of the asset. The cost, less the residual value of the tangible capital assets, are amortized on a straight-line basis over their estimated useful lives as follows:

Vehicles	10 - 15 years
Equipment - communication	6 - 10 years
Equipment - firehall	15 - 25 years
Equipment - firefighters	10 - 15 years
Equipment - fire trucks	10 years

Full amortization is charged in the year of acquisition and no amortization is recorded in the year of disposal.

The organization has established a \$2,500 capitalization threshold for all items with the exception of pooled assets. Assets purchased below this threshold are expensed in the statement of operations in the year of purchase. Assets under construction are not amortized until the asset is available for active service to the department.

2. USE OF ESTIMATES

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the year. Significant estimates made by management include the useful lives of tangible capital assets. Actual results could differ from those estimates.

3. RESERVE FUNDS

The balance of the accumulated surplus included in the consolidated statement of financial position includes assets that have been specifically restricted by the board of directors as follows:

	2019	2018
Capital reserve fund balance consists of:		
Cash	\$ 207,829	\$ 51,446
Due from Operating Fund	<u>203,783</u>	<u>163,407</u>
	<u>\$ 411,612</u>	<u>\$ 214,853</u>

4. OPERATIONS

On October 15, 1991, the Town of Shelburne, Township of Amaranth, Township of Melancthon, Town of Mono and Township of Mulmur signed an agreement to officially form a joint fire fighting department. Operations of the Shelburne & District Fire Department commenced on January 1, 1992. The department is managed by a 10 member board known as the Shelburne & District Fire Department Joint Board of Management. Two members have been appointed from each participating municipality to the Fire Department Joint Board of Management.

SHELBURNE & DISTRICT FIRE DEPARTMENT
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2019

(Unaudited - See Independent Practitioner's Review Engagement Report)

4. OPERATIONS (continued)

Annual capital, operating and administration costs of the department are shared on a combined average of fire calls for the previous three years, the total assessment for the previous year, and the total households of the previous year of each participating municipality as follows:

	2019	2018
Town of Shelburne	52.74%	52.71%
Township of Melancthon	14.83%	14.65%
Township of Amaranth	13.95%	13.65%
Town of Mono	9.78%	10.00%
Township of Mulmur	<u>8.70%</u>	<u>8.99%</u>
	<u>100.00%</u>	<u>100.00%</u>

5. TANGIBLE CAPITAL ASSETS

	Cost	Accumulated Amortization	Net 2019	Net 2018
Vehicles	\$ 2,073,786	\$ 1,150,142	\$ 923,644	\$ 999,264
Equipment - communication	102,898	76,317	26,581	26,265
Equipment - firehall	29,513	15,121	14,392	15,831
Equipment - firefighters	282,668	101,756	180,912	191,597
Equipment - fire trucks	<u>173,771</u>	<u>114,979</u>	<u>58,792</u>	<u>59,014</u>
	<u>\$ 2,662,636</u>	<u>\$ 1,458,315</u>	<u>\$ 1,204,321</u>	<u>\$ 1,291,971</u>

6. CONTINGENCIES

A lawsuit has been filed against the organization for an incident which arose in the ordinary course of business. It is management's belief that the liability arising from the claim will be covered by insurance

SHELBURNE & DISTRICT FIRE DEPARTMENT

SCHEDULE OF ACCUMULATED SURPLUS

FOR THE YEAR ENDED DECEMBER 31, 2019

(Unaudited - See Independent Practitioner's Review Engagement Report)

	2019	2018
SURPLUSES		
Surplus from general fund operations	\$ 55,231	\$ 39,273
Invested in capital assets	<u>1,204,321</u>	<u>1,291,971</u>
	<u>1,259,552</u>	<u>1,331,244</u>
RESERVES		
Capital reserve	411,612	214,853
Operating reserve	<u>46,000</u>	<u>26,000</u>
	<u>457,612</u>	<u>240,853</u>
ACCUMULATED SURPLUS, end of year	<u>\$ 1,717,164</u>	<u>\$ 1,572,097</u>

Mulmur-Melancthon Fire Department

2019 Year End Report



Scott Davison
Fire Chief
Mulmur-Melancthon Fire Department

INFO# 6
JUN 04 2020

Mulmur-Melancthon Fire Department

Attention Fireboard members,

I am pleased to share with you the 2019 yearend report, The members of the Mulmur-Melancthon Fire Department continued to show incredible dedication to their community through training, emergency response and attending public events.

We welcomed 6 new recruits in October 2019 and they have completed their initial training and are now responding on emergency calls to serve the citizens of our townships.

A four member training committee has been established to plan and deliver our training to members with focus on the core services we provide such as fire suppression, search and rescue, motor vehicle extrication, medical, off road rescues and wildland fires.

Substantial progress was made in 2019 in updating our aging equipment.

In March 2020 we will take delivery of a 2020 f250 4x4 pickup truck that will allow for safer response during severe weather events and provide better versatility to respond to off road rescues/fires while towing our emergency support unit that houses our Argo and wildland fire gear.

In March 2020 we will also be taking delivery of a 2020 Freightliner 3000 Gallon fire tanker to replace our current tanker that has reached the end of its service life. The new fire tanker will have many features to keep our members safe such as a backup camera and automatic tire chains. The large water capacity of this fire tanker will provide sufficient water supply for rural fire operations. Early in 2020 we expect to take delivery of newer SCBA's that will provide the fire department members with advanced safety features and proven reliability to ensure they can safely and efficiently protect the citizens of our townships and their property.

On behalf of the members of the Mulmur-Melancthon Fire Department I would like to thank the members of the fireboard for providing the direction and resources to continue to improve our ability to serve our townships.

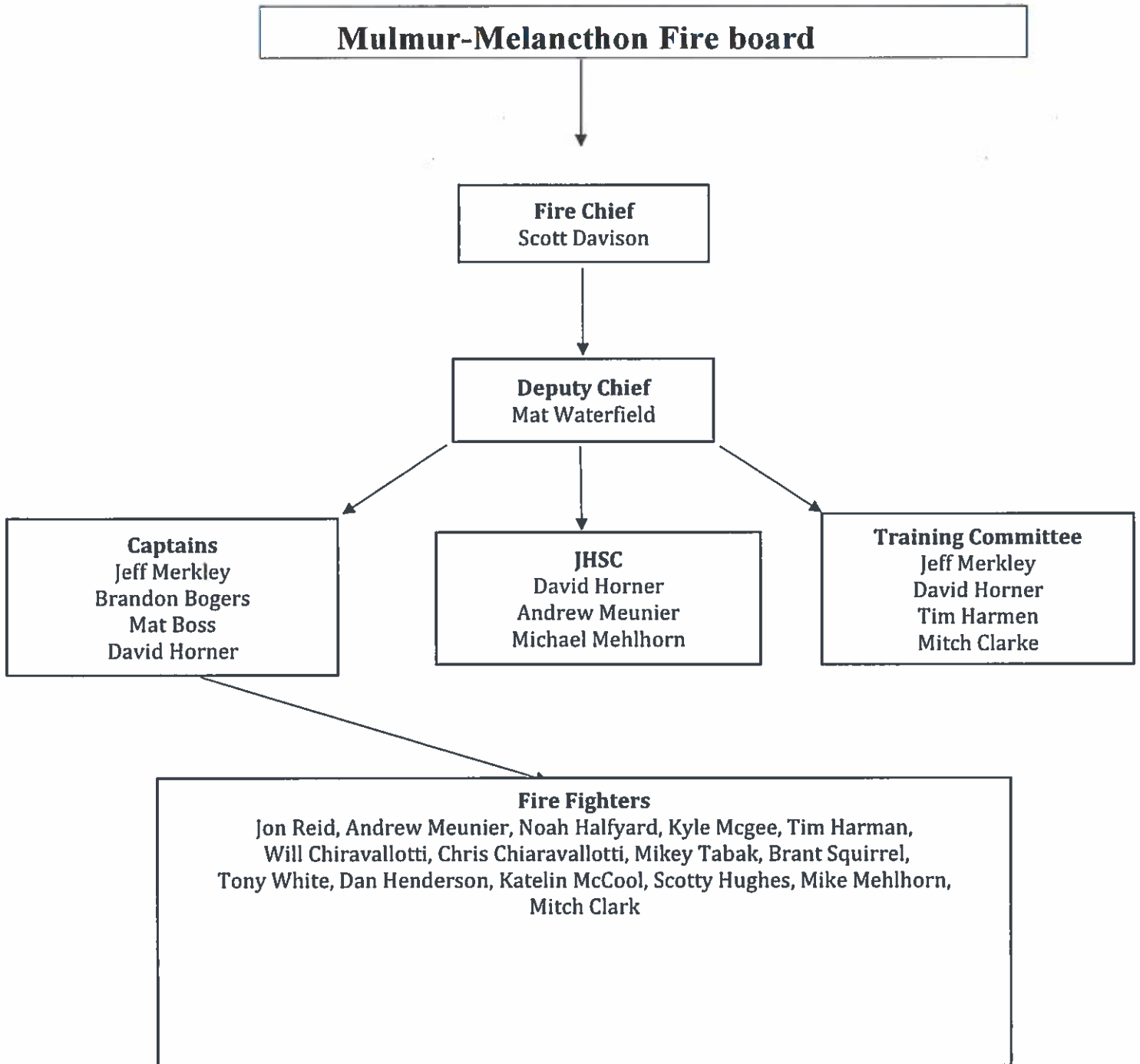
Mulmur-Melancthon Fire Department

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Emergency response totals	5-6
Response statistics	7
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Mulmur-Melancthon Fire Department

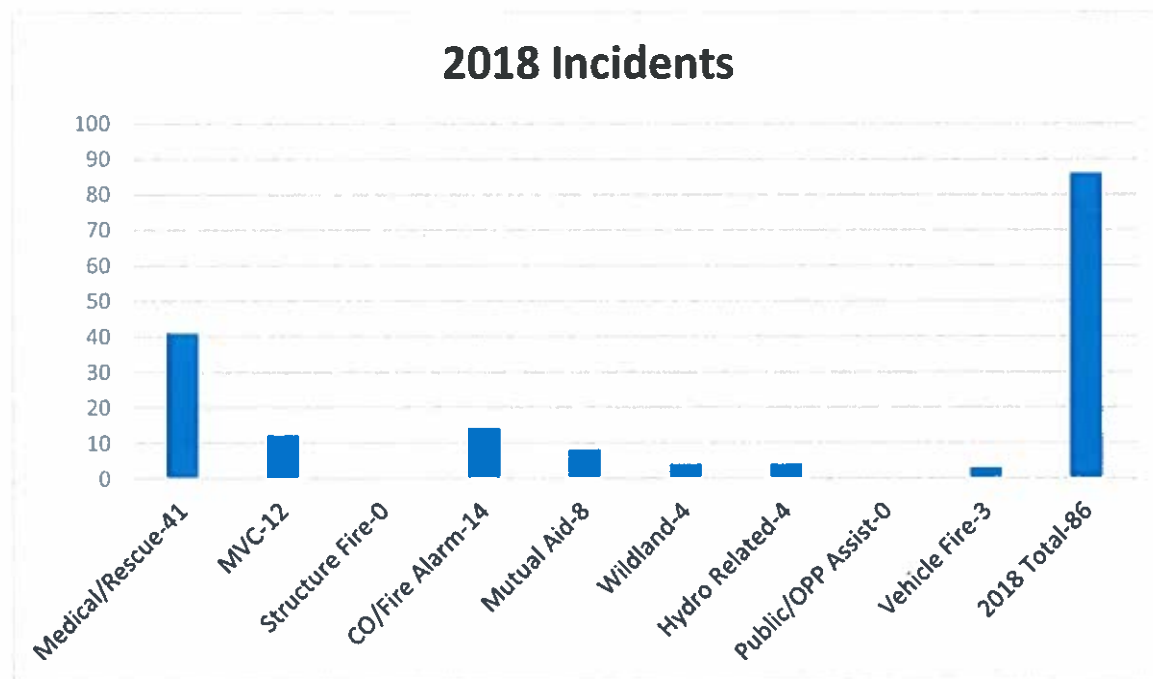
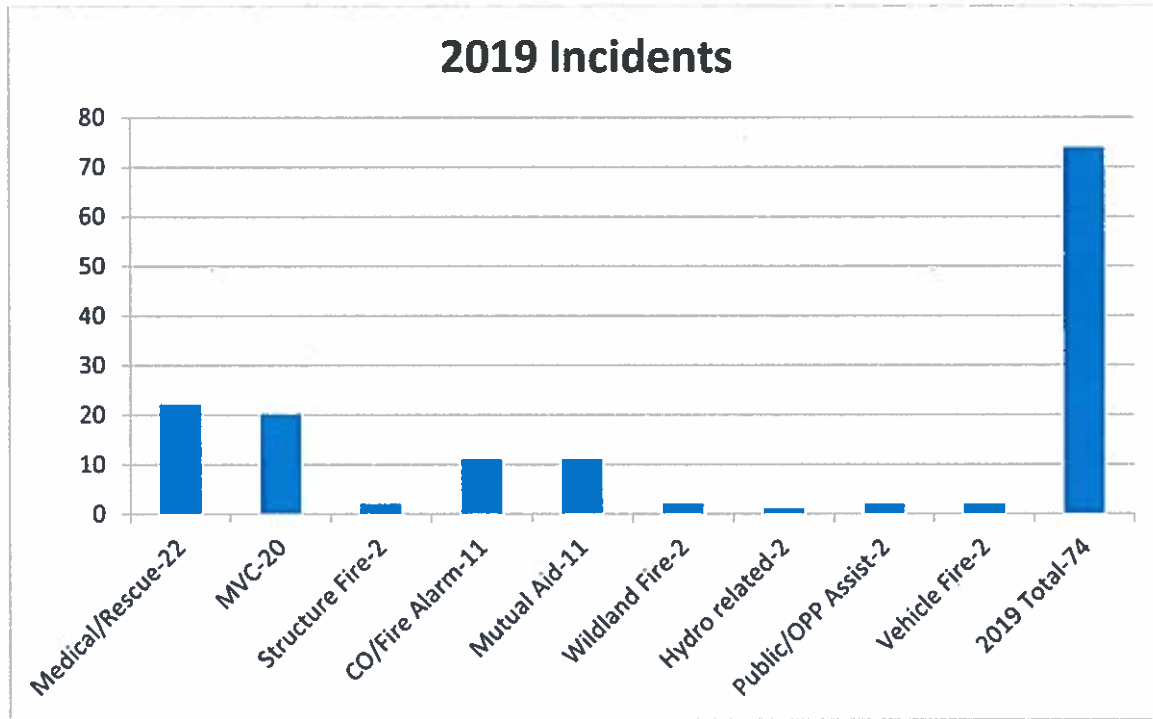
Organization Chart for 2019



Mulmur-Melancthon Fire Department

Number	Date	Alarm Time	Response Type Description	Township	Personnel at Scene	Back in Service
19-001	1/5/2019	1 58 00	CO alarm, CO present	Mulmur	6	2 58 00
19-002	1/18/2019	12 05 00	Medical	Mulmur	8	12 50 00
19-003	1/30/2019	13 01 00	Medical	Mulmur	2	14 01 00
19-004	2/5/2019	19 17 00	House Fire	Mulmur	12	21 17 00
19-005	2/8/2019	8 27 00	MVC	Melancthon	6	10 27 00
19-006	2/8/2019	10 26 00	Fire alarm	Mulmur	11	12 26 00
19-007	2/15/2019	12 01 00	MVC	Melancthon	5	14 01 00
19-008	2/15/2019	12 48 00	MVC	Melancthon	4	13 48 00
19-009	2/24/2019	18 55 00	Medical	Mulmur	4	19 50 00
19-010	2/25/2019	19 00 00	Assistance to Police	Mulmur	6	20 00 00
19-011	2/26/2019	18 12 00	CO alarm	Mulmur	7	19 12 00
19-012	3/8/2019	16 59 00	MVC	Melancthon	10	18 59 00
19-013	3/14/2019	16 06 00	Other Response	Mulmur	5	17 50 00
19-014	7/16/2019	3 26 00	Medical	Mulmur	5	4 26 00
19-015	4/5/2019	19 53 00	Medical	Melancthon	8	20 53 00
19-016	3/12/2019	23 54 00	Mutual Aid	Melancthon	8	0 54 00
19-017	7/16/2019	5 31 00	Mutual Aid	Mulmur	8	6 31 00
19-018	4/18/2019	12 11 00	Vehicle Fire	Melancthon	5	15 11 00
19-019	4/25/2019	14 10 00	Grass Fire	Mulmur	5	17 10 00
19-020	3/21/2019	20 04 00	MVC	Mulmur	10	21 34 00
19-021	4/26/2019	6 07 00	MVC	Mulmur	8	7 07 00
19-022	4/26/2019	13 01 00	VSA	Mulmur	6	14 01 00
19-023	7/26/2019	15 36 00	Fire alarm	Mulmur	5	16 29 00
19-024	4/28/2019	13 55 00	Mutual Aid	Mulmur	11	16 55 00
19-025	4/29/2019	7 29 00	Smoke in structure	Mulmur	6	8 29 00
19-026	5/4/2019	10 20 00	Medical	Mulmur	5	11 20 00
19-027	5/22/2019	12 05 00	Mutual Aid	Melancthon	3	13 05 00
19-028	5/27/2019	19 42 00	MVC	Mulmur	10	20 42 00
19-029	6/5/2019	7 50 00	Fire alarm	Mulmur	7	8 50 00
19-030	6/12/2019	23 05 00	MVC	Melancthon	9	4 05 00
19-031	6/16/2019	18 59 00	VSA	Mulmur	8	19 59 00
19-032	6/17/2019	13 51 00	Medical	Mulmur	3	14 51 00
19-033	6/19/2019	11 24 00	MVC	Mulmur	5	12 24 00
19-034	6/28/2019	19 25 00	Fire alarm	Mulmur	4	20 25 00
19-035	6/30/2019	10 39 00	Trauma	Mulmur	7	11 39 00
19-036	7/2/2019	2 05 00	Fire alarm	Mulmur	5	3 05 00
19-037	7/3/2019	19 36 00	MVC	Melancthon	9	20 36 00
19-038	7/6/2019	8 46 00	Vehicle Fire	Mulmur	6	9 46 00
19-039	7/6/2019	11 35 00	MVC	Melancthon	11	12 50 00
19-040	7/10/2019	2 13 00	Medical	Mulmur	3	3 13 00
19-041	7/10/2019	19 57 00	Medical	Mulmur	4	20 57 00
19-042	5/19/2019	8 21 00	Medical	Mulmur	9	9 21 00
19-043	7/18/2019	16 18 00	MVC	Mulmur	5	17 18 00
19-044	4/26/2019	15 36 00	Fire alarm	Mulmur	5	16 36 00
19-045	7/26/2019	14 57 00	Mutual Aid	Melancthon	3	15 57 00
19-046	8/3/2019	11 56 00	Medical	Mulmur	2	13 11 00
19-047	7/24/2019	15 04 00	Fire alarm	Mulmur	1	16 04 00
19-048	8/26/2019	12 14 00	Medical	Mulmur	1	13 14 00
19-049	9/2/2019	18 46 00	Grass Fire	Melancthon	10	19 46 00
19-050	9/10/2019	16 58 00	Medical	Mulmur	2	17 58 00
19-051	9/15/2019	8 15 00	VSA	Mulmur	9	9 15 00
19-052	9/19/2019	9 38 00	MVC	Mulmur	2	10 38 00
19-053	9/22/2019	0 34 00	MVC	Melancthon	8	1 34 00
19-054	9/26/2019	21 24 00	MVC	Mulmur	6	22 24 00
19-055	10/3/2019	13 07 00	Mutual Aid	Clearview	2	14 07 00
19-056	10/5/2019	7 25 00	Medical	Mulmur	7	8 25 00
19-057	10/10/2019	14 43 00	Mutual Aid	Clearview	4	19 28 00
19-058	10/11/2019	14 29 00	MVC	Mulmur	5	15 29 00
19-059	10/12/2019	12 38 00	MVC	Mulmur	6	13 38 00
19-060	10/14/2019	9 48 00	Medical	Mulmur	10	11 18 00
19-061	10/14/2019	18 03 00	Mutual Aid	Adjala-Tosorontio	9	19 18 00
19-062	10/14/2019	21 09 00	Medical	Mulmur	6	22 09 00
19-063	10/16/2019	3 44 00	Medical	Melancthon	7	4 44 00
19-064	10/20/2019	15 00 00	MVC	Mulmur	6	16 00 00
19-065	11/28/2019	15 45 00	Fire alarm	Mulmur	7	16 45 00
19-066	10/31/2019	10 38 00	MVC	Mulmur	9	11 38 00
19-067	10/31/2019	12 55 00	Power Lines Down/On Fi	Mulmur	7	14 10 00
19-068	11/4/2019	2 06 00	MVC	Mulmur	7	3 06 00
19-069	11/8/2019	7 55 00	Medical	Mulmur	2	8 55 00
19-070	11/18/2019	16 18 00	Mutual Aid	Melancthon	7	18 18 00
19-071	12/8/2019	14 42 00	Mutual Aid	Mono	11	16 57 00
19-072	12/12/2019	18 39 00	Medical	Mulmur	6	19 39 00
19-073	12/23/2019	20 19 00	Mutual Aid	Melancthon	9	0 34 00
19-074	12/31/2019	20 37 00	Fire alarm	Mulmur	6	21 37 00

Mulmur-Melancthon Fire Department



Mulmur-Melancthon Fire Department

2019 response statistics

Apparatus	Number of Responses
Squad 44	61
Pumper 41	13
Rescue 42	14
Tanker 43	17

Fire Response by Township	Number of Responses
Mulmur	51
Melancthon	12

Mutual Aid Fire Response	Number of Responses
Mulmur	2
Melancthon	5
Mono	1
Clearview	2
Adjala-Tosorontio	1

Average Response Time	06:45
Average call length	1:21:31
Average personal on scene	6
Fire incident dollar loss	\$10 000
MTO Revenue	\$25 270

Mulmur-Melancthon Fire Department

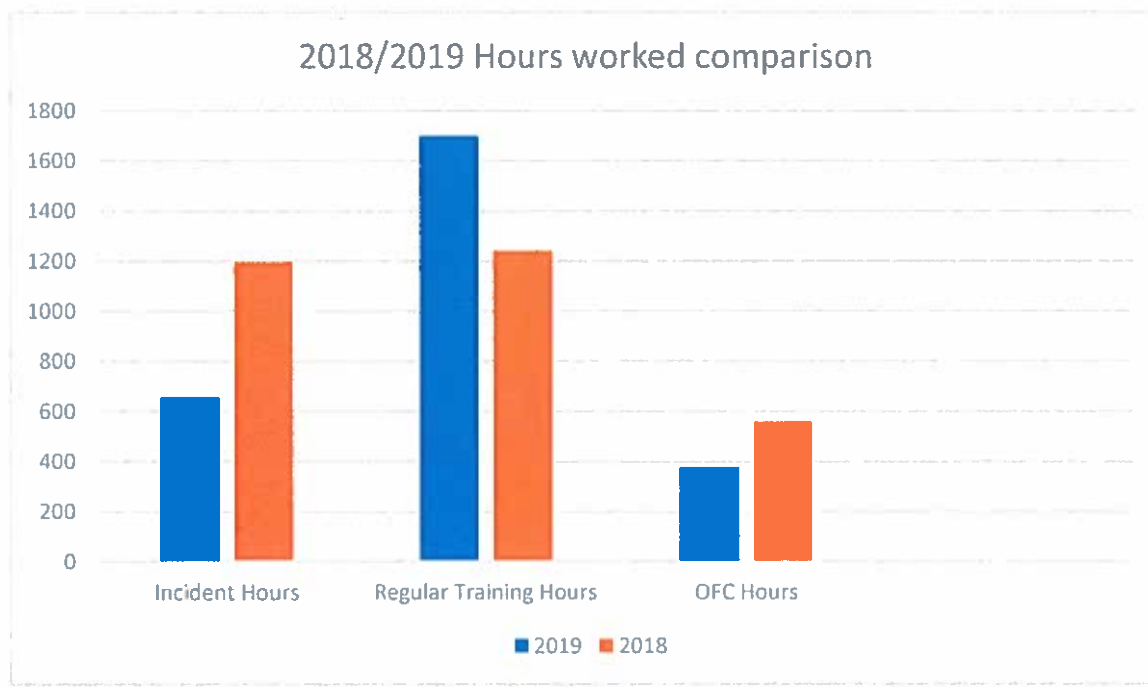
Hours Worked

2019

Incident hours	654.5
Regular Training Hours	1700
Ontario Fire College	376

2018

Incident Hours	1196
Regular Training Hours	1242
Ontario Fire College	555



Mulmur-Melancthon Fire Department

Inspections 2019

Inspections by request	0
Inspections by complaint	0

Mulmur-Melancthon Fire Department

New vehicle acquisitions in 2020

Tanker 43



Rescue 42



Denise Holmes

From: Info @ SBA <info@sbaengineering.com>
Sent: Thursday, May 28, 2020 11:02 AM
To: Denise Holmes
Cc: Ian Callum
Subject: Shelburne Water Supply and WPCP Municipal Class EA Projects (M16018/M17025)
Attachments: M17025_Shelburne EA B Stakeholders Ltr_FINAL_27May20.pdf; M16018_Shelburne EA C Stakeholders Ltr_FINAL_27May20.pdf

Dear Denise Holmes,

On behalf of the Town of Shelburne, please find attached information regarding the Town's:

- Schedule 'C' Municipal Class Environmental Assessment for Increased Capacity of the Water Pollution Control Plant; and,
- Schedule 'B' Municipal Class Environmental Assessment for Water Supply.

Please don't hesitate to contact me if you have any questions about the upcoming Zoom meetings or about either project.

Kind regards,

Ian Callum
Sr. Environmental Project Manager

S. Burnett & Associates Limited
210 Broadway, Unit 203
Orangeville, ON L9W 5G4

T: 519.941.2949 ext. 240

C: 519.215.6893

W: www.sbaengineering.com



May 28, 2020

To whom it may concern,

Re: Town of Shelburne, Water Supply Schedule 'B' Municipal Class Environmental Assessment
SBA File No: M17025

The Town of Shelburne (Town) is undertaking a Schedule 'B' Class Environmental Assessment (Class EA) to increase the rated capacity of water taking from the Town's existing facilities to meet the Town's current and long-term needs. Under the Class EA process, the Town will evaluate alternative means of increasing the rated capacity, and each alternative will be evaluated in terms of environmental, social, technical and cost considerations to arrive a preferred solution.

Further to the COVID-19 Pandemic and the Province's order restricting public gatherings, we are offering the opportunity to learn about studies completed to date and to provide feedback electronically through Zoom video conferencing.

Please contact Jennifer Willboughby, Clerk at jwilloughby@shelburne.ca to register no later than 12 pm Friday, June 19, 2020. To ensure your questions, comments or concerns are addressed during the public meeting, please submit them in advance by email by 12 pm June 19, 2020. A live stream of the meeting on the Town's YouTube channel will be made available at:
<https://www.youtube.com/channel/UCsar-MwF8CXrgPbe2EVxh-w>.

Please let me know if you would like to be kept informed or consulted as part of the Class EA.

Yours truly,



Ian Callum, PMP, M.Sc.
Senior Environmental Project Manager
S. Burnett & Associates Limited
ian.callum@sbaengineering.com

May 28, 2020

To whom it may concern,

Re: Town of Shelburne, Schedule 'C' Municipal Class Environmental Assessment for Increased Capacity of the Water Pollution Control Plant
SBA File No: M16018

The Town of Shelburne (Town) is undertaking a Schedule 'C' Class Environmental Assessment (Class EA) to increase the rated capacity of the Town's existing Water Pollution Control Plant (WCPC), as the current rated capacity is not sufficient to meet the Town's long-term needs. Under the Class EA process, the Town will evaluate alternative means of increasing the rated capacity, and each alternative will be evaluated in terms of environmental, social, technical and cost considerations to arrive a preferred solution.

Further to the COVID-19 Pandemic and the Province's order restricting public gatherings, we are offering the opportunity to learn about studies completed to date and to provide feedback electronically through Zoom video conferencing.

Please contact Jennifer Willboughby, Clerk at jwilloughby@shelburne.ca to register no later than 12 pm Friday, June 19, 2020. To ensure your questions, comments or concerns are addressed during the public meeting, please submit them in advance by email by 12 pm Friday, June 19, 2020. A live stream of the meeting on the Town's YouTube channel will be made available at:
<https://www.youtube.com/channel/UCsar-MwF8CXrgPbe2EVxh-w>.

Please let me know if you would like to be kept informed or consulted as part of the Class EA.

Yours truly,



Ian Callum, PMP, M.Sc.
Senior Environmental Project Manager
S. Burnett & Associates Limited
ian.callum@sbaengineering.com

Denise Holmes

From: Kaitlin Chessell
Sent: Wednesday, May 20, 2020 3:55 PM
To: Denise Holmes
Subject: FW: Horning's Mills Cemetery



Kaitlin Chessell | Administration and Finance Assistant | Township of Melancthon |

kchessell@melancthontownship.ca | PH: 519-925-5525 ext 104 | FX: 519-925-1110 | www.melancthontownship.ca |

♻️ Please consider the environment before printing this e-mail This message (including attachments, if any) is intended to be confidential and solely for the addressee. If you received this e-mail in error, please delete it and advise me immediately. E-mail transmission cannot be guaranteed to be secure or error-free and the sender does not accept liability for errors or omissions.

Please note: Effective 10:00 a.m. on March 17, 2020, the Township of Melancthon Municipal Office will be closed to the Public until further notice. Some of our services are available online (tax payments, planning applications, fire permits) or Staff will be available by phone at 519-925-5525 to assist.

From: [REDACTED]
Sent: Wednesday, May 20, 2020 3:20 PM
To: Kaitlin Chessell <kchessell@melancthontownship.ca>
Subject: Horning's Mills Cemetery

Hi Kaitlin ,, In March I talked to You & emailed „concerning a Tombstone in Horning's Mills Cemetery .This tombstone are my Parents „Douglas & Retha Webster had some damage done to it..

I believe You did state there was no Cemetery Board to deal with..as I had thought they might consider

repairing this damage at no cost to me .I believe these kind of things are covered by Perpetual Care .You also said it would have to go through Council ..

I wondered if they had had a meeting & if this problem had been discussed.

I will wait to hear from You .

Mrs.Marie Stinson



WEBSTER

DOUGLAS H.
1912 - 1984
BORN [unclear]
DIED [unclear]



THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NUMBER _____ - 2020

**A BY-LAW TO AUTHORIZE A DISPATCH SERVICE AGREEMENT
BETWEEN THE CORPORATION OF THE TOWN OF TILLSONBURG AND
THE MULMUR MELANCTON FIRE BOARD**

WHEREAS The Fire Protection and Prevention Act, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;

AND WHEREAS it is the intention of each partnering municipality to enter into an agreement for the provision of Fire Communication Services with the Town of Tillsonburg;

AND WHEREAS The Town of Tillsonburg has agreed to provide Fire Communication services to the Township of Mulmur Melancton Fire Board.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF MELANCTHON ENACTS AS FOLLOWS:

- 1) That the Mayor and Clerk of the Township of Melancthon be authorized to enter into an agreement between the Town of Tillsonburg and the Mulmur Melancthon Fire Department with respect to the provision of fire communication services in accordance with the agreement attached hereto;
- 2) That this by-law comes into effect the day it is passed by the Council of the Township of Melancthon.

BY-LAW READ A FIRST AND SECOND TIME THIS 4th DAY OF June 2020.

BY-LAW READ A THIRD TIME AND ENACTED THIS 4th DAY OF June 2020.

MAYOR

CLERK

EIB# 16.2.1
JUN 04 2020

THIS AGREEMENT, dated this _____ day of _____, 2020

B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

(hereinafter "the Town of Tillsonburg")

- and -

THE MULMUR-MELANCTHON FIRE BOARD

(hereinafter "The Mulmur-Melanchthon Fire Board")

WHEREAS:

1. Pursuant to the provisions of *the Municipal Act*, S.O. 1991, c. 25, as amended, the parties have enacted By-laws to authorize an agreement between the parties;
2. *The Fire Protection and Prevention Act*, S.O. 1997, c. 4, as amended, authorizes a municipality to provide and/or receive fire protection services to or from other municipalities;
3. The Town of Tillsonburg operates fire protection services and holds fire protection assets including fire communications personnel and equipment suitable to meet municipal responsibilities required by *the Fire Protection and Prevention Act*, through a fire department situated within the Town of Tillsonburg;
4. The Town of Tillsonburg has agreed to provide such Fire Communications services to the Township of Mulmur-Melancthon Fire Board

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Services Provided:

5. The Town of Tillsonburg shall supply fire communications services to the Mulmur-Melancthon Fire Board the particulars of which are as described in Schedule "A" to this agreement.
6. The fire communications services provided by the Town of Tillsonburg shall comply with *the Standard Operating Guidelines*, which regulate the operation and maintenance of the Tillsonburg Fire & Rescue Services Fire Communications.

Consideration:

7. The Mulmur-Melancthon Fire Board shall pay fees to the Town of Tillsonburg as described in Schedule "B" to this agreement.

Term:

8. This agreement shall remain effective for a period of three years from the date of signature. If not expressly renewed in writing or supplanted by a succeeding agreement, this Agreement shall be deemed to have been automatically renewed for a period of indefinite duration unless and until one of the parties provides written notice of termination as contemplated in paragraph nine below.
9. Notwithstanding the provisions of paragraph eight above, any of the parties may withdraw from this Agreement upon providing twelve months written notice to the other parties (hereinafter "the party or parties withdrawing").

Service Commencement Date:

10. The Town of Tillsonburg shall provide fire communications services in accordance with this agreement effective on August 1, 2020.

Indemnity and Limitation of Liability:

11. The parties agree to indemnify and save each other harmless, along with their respective councillors, officers, employees and agents from any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees arising out of the performance of their respective obligations under this Agreement, save and except in respect of any liability, action, claim, loss, damage, payment, cost, fine, fine surcharge, recovery or expense, including assessable legal fees, directly attributable to, arising from, or caused by the negligence or breach of contractual obligation hereunder by any party hereto.
12. Notwithstanding that set forth in paragraph eleven above, the parties agree that no party or parties shall be held responsible for damages caused by delay or failure to perform its or their undertakings under the terms of the agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers which cannot reasonably be foreseen or provided against.
13. Notwithstanding any other provision in this contract or any applicable statutory provisions, none of the parties shall be liable to any other party for special or consequential damages or damages for loss of use arising directly or indirectly from any breach of this contract, fundamental or otherwise, or from any tortious acts or omissions of their respective employees or agents, save and except when

such damages or losses are directly attributable to, arise from, or are caused by the breach of contractual obligation, fundamental or otherwise, or from any tortious acts, including negligence, by any party or parties hereto, including its or their respective employees or agents. Without limiting the generality of the foregoing, the parties specifically agree that the Town of Tillsonburg shall not be liable for any damages arising as a result of any injury or damage caused or sustained by personnel, apparatus, or equipment of the fire department of the Mulmur-Melancthon Fire Board while engaged in the provision of fire protection services. Nothing in this provision shall be interpreted to affect or interfere with the right of any of the parties to take action to enforce the terms of this Agreement.

14. The parties hereto agree that no provision herein, or any part thereof, shall be interpreted or act so as to affect, restrict, prohibit, or interfere with the right of any party or parties hereto, either individually or in combination, to demand or otherwise take action or commence proceedings to enforce the terms of this Agreement.

Amendment:

15. The parties may amend this agreement from time to time by further written memorandum.
16. Should any of the parties wish to amend the terms of this agreement, it shall provide a minimum of thirty days written notice to the other party of the proposed terms of amendment.

Dispute Resolution:

17. In the event that a dispute arises or disputes arise between the parties which cannot be resolved, the parties shall submit the dispute or disputes to arbitration using the procedure set out in *the Municipal Arbitrations Act*, R.S.O. 1990, c. M - 48, as amended.
18. In the event that a dispute or disputes is submitted for arbitration, the decision or decisions of the arbitrator shall be final and binding upon the parties to this agreement.
19. In the event that arbitration cannot be conducted using the procedure set out in *the Municipal Arbitrations Act*, the parties shall select a single arbitrator, and in the absence of agreement on an arbitrator, the arbitrator shall be nominated by a

justice of the Superior Court of Justice of the Ontario Courts under the procedure set out in *the Arbitration Act*, S.O. 1991, c. 17, as amended.

General Provisions:

20. This agreement is not assignable without the written consent of the parties. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.
21. This agreement shall not be in force, or bind any of the parties, until executed by all the parties named in it.
22. This agreement shall take effect upon its execution by the authorized representative or representatives of the Town of Tillsonburg and the Mulmur-Melancthon Fire Board.
23. Any notice under this agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian post office, addressed, in the case of notice to the Town of Tillsonburg, to the municipal offices of the Corporation of the Town of Tillsonburg and, in the case of notice to any of the Mulmur-Melancthon Fire Board, to the respective municipal office of the Mulmur-Melancthon Fire Board, or to any other address as may be designated in writing by the parties, and the date of receipt of any notice by mailing shall be deemed conclusively to be ten days after the mailing.
24. No change or modification of this agreement (including the schedules to this agreement) shall be valid unless it be in writing and signed by each party.
25. The Town of Tillsonburg and the Mulmur-Melancthon Fire Board agree that no representation, statement or agreement, other than those set out in this agreement, shall be binding upon the parties unless expressed in writing, signed by an authorized representative or by authorized representatives of each and purporting to be expressed in modification of this agreement.
26. The parties agree that each of them shall, upon reasonable written request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this agreement.
27. It is intended that all provisions of this agreement shall be fully binding and

effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.

28. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
29. Subject to the restrictions on transfer and assignment, this agreement shall endure to the benefit of and be binding on the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have affixed their Corporate Seals attested by the hands of their proper officers and further this agreement shall be signed in counterpart with the parties named below and a copy of each counterpart shall remain attached to and form part of this agreement.

TOWNSHIP OF MULMUR

Mayor

Date

CAO

Date

TOWNSHIP OF MELANCTHON

Mayor

Date

CAO

Date

**THE CORPORATION OF THE
TOWN OF TILLSONBURG**

Mayor

Date

CAO

Date

SCHEDULE "A"

The Town of Tillsonburg shall provide the following services and facilities:

1. A 24 hour, seven days a week, 365 days a year answering service, alert paging service and base radio communications dispatch service fully integrated with a Computer Aided Dispatch (CAD) system.
2. A base station manufactured and installed to industry standards complete with the Mulmur-Melancthon Fire Board Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from two primary public safety communications consoles located in a municipally owned building at 80 Concession Street, East, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades, all parties affected shall be granted prior notification when possible.
3. An emergency (third) backup base station manufactured and installed to industry standards complete with the Mulmur-Melancthon Fire Board Fire Department Dispatch frequency. The Town of Tillsonburg shall operate and maintain these services and facilities from a public safety communications console located in a municipally owned building at 10 Lisgar Ave, Tillsonburg. The building shall be equipped with an automatic transfer emergency generator. In the event of system maintenance and/or upgrades all parties affected shall be granted prior notification when possible.
4. Answering, alerting and radio communications dispatch equipment shall be staffed continuously by personnel trained to the core competencies outlined in Ontario Fire Service Communicators Standard and the National Fire Protection Association (NFPA) 1061 *Standard for Professional Qualifications for Public Safety Telecommunicators*.
5. Transmission of information shall be seamless from when the information is received from the Public Safety Answering Point (PSAP) until the time an emergency is terminated by the Incident Commander and shall be provided in accordance with the time targets specified within NFPA 1221. Seamless is defined to mean without interruption and continuously from the initial call until the satisfactory resolution of the incident.
6. All emergency incident information shall be logged on the CAD system by the communicator and all telecommunications shall be captured on a digital voice recorder. At the completion of the event a detailed incident report shall be collated and forwarded to the Mulmur-Melancthon Fire Board Fire Department via email or other means as arranged between the parties within four hours of termination of

command. All audio transmissions shall be recorded from licensed dispatch channels and dedicated phone lines and shall be available to the Mulmur-Melancthon Fire Board Fire Department upon request as arranged between the parties. Recordings shall be made on non-interruptible, non-erasable media. All records including digital voice recordings shall be maintained for a period of two years.

7. Upon the request of the Incident Commander for any additional resources or to relay emergent messaging to other persons, the fire communicator shall relay such requests in a prioritized fashion via telecommunications equipment and shall report confirmation of same to the Incident Commander.
8. Testing of paging system equipment shall be provided as arranged by the parties.
9. The Mulmur-Melancthon Fire Board Fire Department shall provide the following without cost to the Town of Tillsonburg:
 - a. All GIS mapping for its protection area / response zone boundaries.
 - b. All radio transmitting and receiving equipment, licensing and maintenance of same external to the boundary of the Town of Tillsonburg.
 - c. Routing of Emergency 911 telecommunications from the Public Safety Answering Point (PSAP) and the Central Ambulance Communications Center (CACC) as required to meet the approved fire protection services provided by the Municipality for its fire protection area / response zone boundaries inclusive of all required ANI/ALI, GIS mapping and all site location information so that it is seamlessly transmitted to the Secondary Public Safety Answering Point (SPSAP) serving the Tillsonburg Fire Communications Division.
 - d. The Town of Tillsonburg assumes no responsibility with respect to quality of the data received in sections 9.a., 9.b. and 9.c.

SCHEDULE "B"

FEES TO BE PAID BY THE MULMUR-MELANCTHON FIRE BOARD TO THE TOWN OF TILLSONBURG

1. The Fee Structure contained within this Agreement is predicated upon the contractual participation of the Mulmur-Melancthon Fire Board for a period of not less than three (3) years starting August 1, 2020.
2. The Mulmur-Melancthon Fire Board Fire Department shall pay to the Town of Tillsonburg an annual fee of \$5.19 plus tax (if applicable) per resident person residing within the response area of the Township of Mulmur Melancthon. Quantification shall be based upon the most current Canada census report. For 2020, the population dispatched is 2100.
3. The Mulmur-Melancthon Fire Board shall pay an annual adjustment for years two (2) and three, effective on April 15 of each year. The adjustment shall be based on the year to year unadjusted Consumer Price Index (CPI) (CPI Index-All Items – Ontario) published by Statistics Canada, to a maximum of 5% each year.
4. The Mulmur-Melancthon Fire Board shall tender payment to the Town of Tillsonburg in quarterly installments, to be invoiced by the Town of Tillsonburg four (4) times each year to the Township of Mulmur Melancthon.
5. The Mulmur-Melancthon Fire Board may extend the term of this agreement by one (1) or two (2) years. The Mulmur-Melancthon Fire Board shall pay an annual adjustment for years four (4) and five (5), effective on April 15 of each year. The adjustment shall be based on the year to year unadjusted Consumer Price Index (CPI) (CPI Index-All Items – Ontario) published by Statistics Canada, to a maximum of 5% each year. The index will be from the January posting of the CPI from the current year.
6. The Mulmur-Melancthon Fire Board agrees to pay for costs associated with implementing Next Generation 911 services for the Township of Mulmur Melancthon. These fees will be based on a cost recovery / per capita model if the Mulmur-Melancthon Fire Board is under contract when Next Generation 911 is implemented in Tillsonburg FireComm. The Town of Tillsonburg will work closely with all stakeholders to keep them apprised of anticipated costs and dates.

Memo

SUBJECT: Fire Dispatch and Communication Services Agreement

PURPOSE:

The purpose of this memo is to provide a response to questions received regarding the Fire Dispatch and Communication Services Agreement with the Town of Tillsonburg. Although there are a few technical matters related to internet usage and equipment location that are being discussed, the proposal has been accepted with an effective date of August 1, 2020. In order to meet this timeline, Tillsonburg requires the executed agreements. Staff have been in discussion with all parties on these matters and are continuing to work forward.

Financial Proposal – Fire Dispatch and Communication Services

As per the attached Financial Proposal provided by the Town of Tillsonburg, Staff have confirmed that the costing amount included in the Proposal to provide fire dispatch and communication Services will not change, as the same equipment is required to be installed in order to utilize the internet signal from within Shelburne and send it via radio signal to the dispatch centre located in the Town of Tillsonburg. Staff were also advised that if the installation costs are less than the quoted amount, the board will be advised.

Installation of Equipment at Shelburne Facility

In terms of an agreement with Shelburne to have the necessary Mulmur-Melancthon communications equipment installed on/in a facility there. This matter should be brought to the attention of the Shelburne Fire Board by means of a letter, requesting that Shelburne Fire Board confirm they are in agreement with the installation of such equipment and access to the property for maintenance purposes in order for fire dispatch and communication services to be provided.

Fee for Shelburne's High-Speed Internet

Staff have confirmed that fees associated to the use of Shelburne's Internet for the purpose of fire dispatch and communication services has not been discussed. This matter should be brought to the attention of the Shelburne Fire Board by means of a letter, requesting the fee, if any, that that Shelburne will be charging for the use of the internet required to provide communication services. The monthly or annual charge to the Mulmur-Melancthon Fire board should be minimal.



Proposal to Provide
Fire Dispatch & Communications Services
To
THE MULMUR- MELANCHTON FIRE BOARD
“FIRE COMMUNICATIONS SERVICES”
3 Year Contract - With Renewal Clause

Financial Proposal Form

Fire Dispatch Services

Population: 2100

Cost / Per-Capita = 5.19

Annual Service Contract Cost - \$10,899.00

Upfront Capital Cost = \$0.00 (included in the Cost / Per-Capita)

Annual BearCom Service Agreement = \$1200.00 per year (Included in Cost / Per-Capita)

Radio Port AVTEC - \$791.67 (Included in Cost / Per-Capita)

Additional Fees

Next Gen 911 Upgrade – TBD

Annual COLA increases effective April 15 of each year

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. _____

(Allen/Atherton)

Being a By-law to amend By-law No. 12-79, as amended, the Zoning By-law for the Township of Melancthon for lands legally described as Part 1, Plan 7R-6635, located in the West Half of Lot 9, Concession 2 O.S. in the Township of Melancthon, County of Dufferin.

WHEREAS the Council of the Corporation of the Township of Melancthon is empowered to pass By-laws to regulate the use of land pursuant to Section 34 of the Planning Act, 1990;

AND WHEREAS the owner of the subject lands has requested a zoning by-law amendment to fulfill a condition of provisional consent;

AND WHEREAS the Council of the Corporation of the Township of Melancthon deems it advisable to amend By-Law 12-79, as amended;

NOW THEREFORE the Council of the Corporation of the Township of Melancthon enacts as follows:

1. Schedule 'A' to Zoning By-law No. 12-79 as amended, is further amended by zoning lands legally described as Part 1, Plan 7R-6635, located in the West Half of Lot 9, Concession 2, O.S. from the General Agricultural (A1) Zone to the Rural Residential Exception (RR-170) Zone, as shown on Schedule A-1 attached hereto, which forms part of this By-law.

2. Furthermore, Section 8.4 of Zoning By-law No. 12-79 as amended, is further amended by adding the following new sub-section after sub-section 8.4 mmmmm):

nnnnn) Notwithstanding subs-section 8.3 a) on lands described legally as Part 1, Plan 7R-6635, located in the West Half of Lot 9, Concession 2, O.S. and located in the RR-170 Zone, the Minimum Lot Area shall be 0.769 ha.

3. In all other respects, the provisions of By-law 12-79, as amended shall apply.

This By-law shall come into effect upon the date of passage hereof, subject to the provisions of Section 34 (30) and (31) of the Planning Act (Ontario).

READ A FIRST AND SECOND TIME on the 4th day of June, 2020.

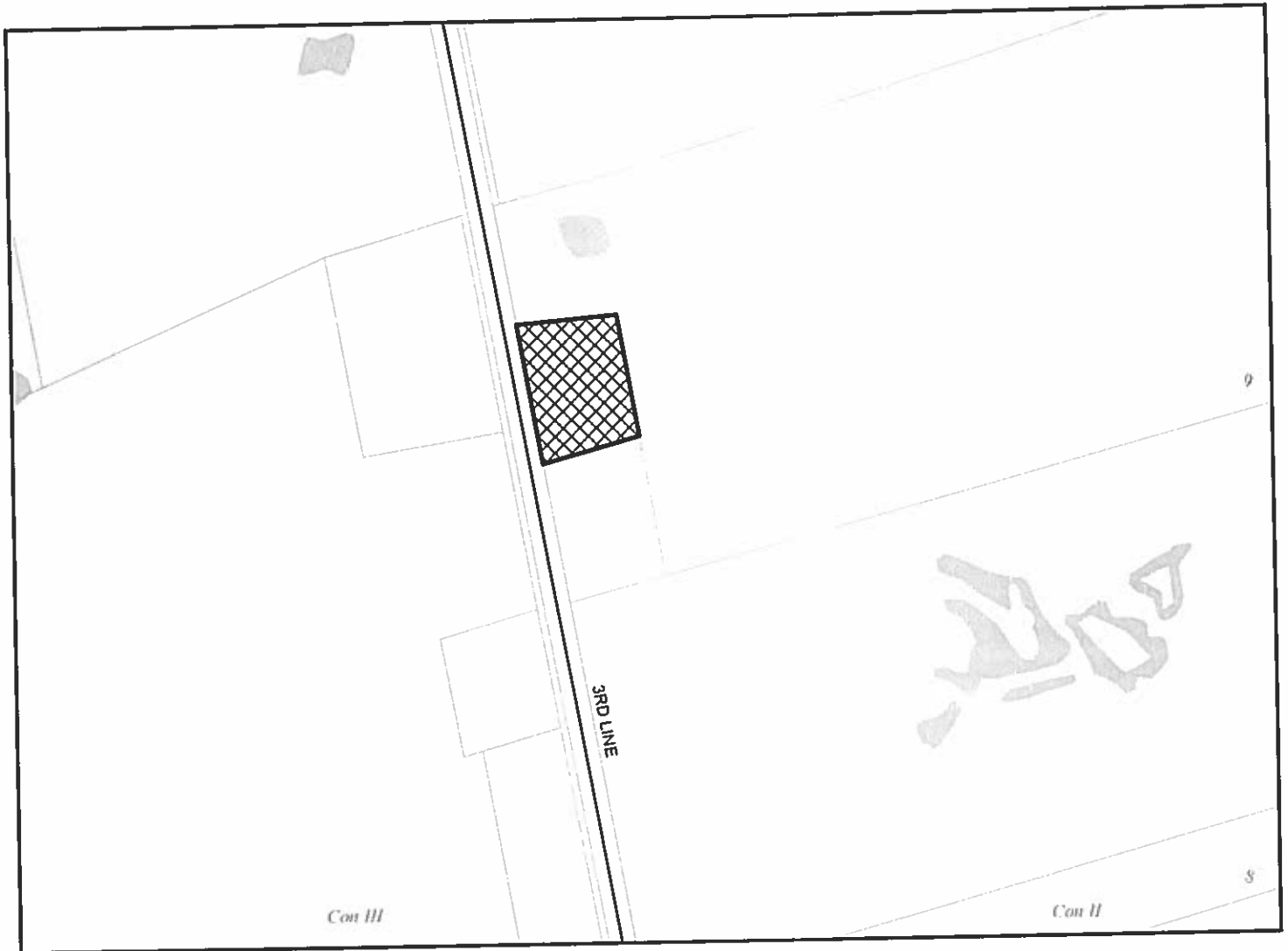
READ A THIRD TIME and finally passed this 4th day of June, 2020.

Mayor

Clerk

EB#16.2.2
JUN 04 2020

Schedule 'A-1'
By-law 2020-_____
Part of the West Part of Lot 9, Concession 2 OS
Township of Melancthon



 Lands to be rezoned from the General Agriculture (A1) Zone to the Rural Residential Exception (RR-170) Zone

This is Schedule 'A-1' to By-law _____

Passed this _____ day of _____, 2020.

Mayor

Clerk

April 20, 2020

Mr. John Ballantine, Manager
Municipal Finance Policy Branch
Ministry of Municipal Affairs and Housing
13th Floor, 777 Bay Street
Toronto, Ontario
M5G 2E5

Dear Mr. Ballantine:

Re: Comments on Draft Regulation 019-1406 – Changes to the Development Charges Act

On behalf of our many municipal clients, we are providing our comments on the draft Ontario Regulation 019-1406 regarding the proposed changes to the *Development Charges Act* (D.C.A.) and the *Planning Act*, related to the community benefits charge (C.B.C.) framework.

At the outset, we would like to thank the Ministry for some of the changes made thus far (i.e. returning parks, recreation, libraries, long-term care and public health services to the development charge (D.C.) calculation and removing the mandatory 10% deduction within the C.B.C. calculation), which will enhance a municipality's ability to recover the growth-related costs for these services.

1. Timing for Transition to the Community Benefits Charge

The specified date for municipalities to transition to community benefits will be one year after the C.B.C. authority is in effect.

- Given the amount of time to undertake this regulatory change, it is beneficial to extend the deadline from the original date of January 1, 2021.
- A 12-month transition period may appear sufficient; however, there are more than 200 municipalities in the Province with current D.C. by-laws. It will take some time for municipalities to consider the new C.B.C. methodology, evaluate the approach to these studies, collect background data (e.g. property value information), carry out the study, assess the implications relative to maintaining the current parkland acquisition practice, undertake a public process, and potentially pass a by-law. Based on our experience, the time-frame is limited and should be extended to at least 18 months. This suggested time period is consistent with the time-frame provided when major changes were made in 1997

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to the D.C.A.; however, it is shorter than the 24-month period provided by the 1989 D.C.A.

- It is therefore requested that a minimum 18-month period be provided for municipalities to transition to a C.B.C.

2. Community Benefits Charge Formula

The C.B.C. will be limited to a maximum rate, set as a percentage of the market value of the land on the day before building permit issuance. The proposed maximum rates for the C.B.C. are as follows:

- *Single-tier municipalities: 15%*
- *Lower-tier municipalities: 10%*
- *Upper-tier municipalities: 5%.*

- The maximum rates were not identified in prior draft regulations. It is unclear at this time whether the percentage amounts provided are adequate for all municipalities to recover the same amounts as allowed under prior legislation.
- The legislation should allow for a combined maximum rate of 15% within a two-tier municipal structure; i.e. if, for example, an upper-tier municipality does not charge the maximum rate, the upper-tier municipality should be allowed to transfer (by resolution) a portion of its allotted maximum rate to the lower-tier municipalities so as to maximize their recovery. This would require justification by the lower-tier municipality that it requires recovery beyond the 10% maximum rate. The same would be allowed if lower-tier municipalities do not fully impose the maximum rate allocation, then the upper-tier municipality could utilize the unused allocation.
- There should be different maximum rates applied to residential and non-residential development. From preliminary analysis we have undertaken, the non-residential maximum rate should be in the range of 3% to 5% based on benefits received, whereas the residential maximum rate should be set much higher. We would perceive that the proposed uniform maximum rates would shift the costs burden from residential development to non-residential development and may have a negative impact on commercial/industrial development.

3. Community Benefits Charge Strategy

A C.B.C. strategy must be prepared to support the prescribed maximum rate restrictions (as discussed above). The draft regulation establishes the components of the strategy must include:

- *The C.B.C. strategy will have to set out the amount, type and location of growth*
- *There will need to be a parks plan included. This plan will need to identify the amount of parkland needed for growth*



- *The current level of service for parkland (i.e. parkland per person) must be calculated and indicated whether this will change in the future*
 - *The strategy will need to identify the anticipated increase in need for the service, as well as the capital costs*
 - *There will need to be deductions for excess capacity and benefit to existing*
 - *Grants, subsidies & other contributions will need to be deducted*
 - *C.B.C. appeal mechanism requires public notice of C.B.C. by-law passage*
 - *Interest rate for C.B.C. refunds upon successful LPAT appeal will be the Bank of Canada rate on the date the by-law comes into force or quarterly*
-
- Generally, most of the items noted above are consistent with the requirements of the D.C.A.; however, the requirement to prepare a parks plan is not. Currently, many municipalities do not have a parks plan. Given the time-frame for conformity to the C.B.C. legislation (one year after the C.B.C. authority is in effect), it does not appear that most municipalities would have enough time to complete this plan. Either this requirement needs to have transitional provision to allow municipalities to address interim policies, or the transition timing for C.B.C. compliance must be extended.
 - Germain to calculating the C.B.C. is to clearly understand how the application of the charge will apply to redevelopment (i.e. where buildings are demolished and replaced with another building – this could include conversions from residential to non-residential, vice versa, intensification, etc.). This needs to be better understood by municipalities to inform the strategy and calculation of the charge.
 - Is there a prescribed planning horizon for calculating the C.B.C. (e.g. 10 years) or is the municipality able to determine the planning horizon most suitable to its service planning?
 - Will there be a requirement for municipalities to establish current levels of service, for services other than parkland, to inform the increase in need for service?
 - What is included in the definition of capital costs? For example, can these costs include study and financing costs?
 - Is there a statutory public process required for by-law adoption (e.g. notice of public meeting, public meeting, public release of the strategy, time periods for public consultation)?
 - Will municipalities be required to impose the C.B.C. as a percentage of land value, or will the percentage simply be used to determine if the charge fits within the maximum rate relative to the value of land? For example, a municipality could impose C.B.C.s with a rate structure similar to a D.C. (e.g. charge per residential dwelling unit). When a developer applies for a building permit, a determination would need to be made by the applicant whether the charge payable, based on the type of dwelling being developed, exceeds the maximum permissible percentage of land value. The payment under protest provisions of the legislation provide for this. Allowing C.B.C.s to be imposed with structure similar to a D.C. provides for a tighter nexus between the charge and the



increase in need for service resulting from the development, in this example, by reflecting underlying differences in occupancy levels between different unit types. If the C.B.C. is expressed as a percentage of land value, then the C.B.C. would be more akin to a tax, since there would appear to be no clear relationship between land value and increase in need for service, particularly for the soft services within the jurisdiction of the C.B.C.

4. Building Code Act Amendment

Building Code Act will be amended to include a section to ensure C.B.C. payment must take place prior to building permit issuance.

- This is a positive change as it allows municipalities to withhold building permit issuance pending payment of the C.B.C.

5. Other Comments Previously Provided by Watson & Associates Economists Ltd. on the Act Amendments and Draft Regulations

5.1 Eligible Capital Costs for Community Benefits Charges

- What capital costs will be eligible as capital infrastructure for community services? The D.C.A. has an existing definition for capital costs which includes land, buildings, capital leases, furnishing and equipment, various types of studies and approvals, etc. Will these capital costs continue to be eligible as capital infrastructure under a C.B.C.?
- Will there be any limitation to capital costs for computer equipment or rolling stock with less than 7 years' useful life (present restrictions within the D.C.A.)?
- Will the cost of land appraisals, including annual appraisal studies, required for the C.B.C. be an eligible cost to be recovered through the C.B.C.?
- Will the C.B.C. strategy be an eligible cost to be recovered through the C.B.C.?
- Will the cost of an appeal to LPAT to support the charge be eligible for funding from C.B.C. revenues?
- For parkland dedication, most municipalities have a local service policy that defines the minimum standard of development on which the land will be dedicated (e.g. graded, seeded, fenced, etc.). Will the local service policy be allowed to continue? If not, how will this matter be handled policy-wise or cost-wise?
- Will planning-related studies (i.e. official plans, secondary plans, zoning by-laws, etc.) and/or growth-related financial studies (i.e. fiscal impact assessment of growth) continue to be recovered as a D.C. or are they to be recovered as a C.B.C.?



- Will outstanding debentures and credits related to services being moved from the D.C. regime to the C.B.C. regime be an eligible expense to be recovered as a C.B.C.?

5.2 Reporting on Community Benefits Charges

"The Minister is proposing to prescribe reporting requirements that are similar to existing reporting requirements for development charges and parkland under section 42 of the Planning Act. Municipalities would be required annually to prepare a report for the preceding year that would provide information about the amounts in the community benefits charge special account, such as:

- *Opening and closing balances of the special account*
- *A description of the services funded through the special account*
- *Details on amounts allocated during the year*
- *The amount of any money borrowed from the special account, and the purpose for which it was borrowed*
- *The amount of interest accrued on money borrowed."*

With regard to the above:

- Confirm that "special account" and reserve fund have the same meaning. If they don't, please provide a definition for "special account."
- In regard to "amounts allocated," within the context of the legislation where 60% of funds must be spent or allocated annually, can amounts be allocated to a capital account for future spending (e.g. childcare facility in year 5 of a forecast period) or are they to be allocated for immediate spending only?
- Similar to D.C. reserve funds, can the funds in the special account only be used for growth-related capital costs (i.e. cannot be used as an interim financing source for other capital expenditures)?

5.3 Reporting on Parkland

"The amendments to the Planning Act in Schedule 12 of the More Homes, More Choice Act, 2019 provide that municipalities may continue using the current basic parkland provisions of the Planning Act if they are not collecting community benefits charges. Municipalities would be required annually to prepare a report for the preceding year that would provide information about the amounts in the special account, such as:

- *Opening and closing balances of the special account*
- *A description of land and machinery acquired with funds from the special account*
- *Details on amounts allocated during the year*



- *The amount of any money borrowed from the special account, and the purpose for which it was borrowed.*
- Regarding the amount of interest accrued on money borrowed, confirm that “special account” and reserve fund have the same meaning.
- This section of the regulation is introduced to allow municipalities to continue using the current basic parkland provisions of the *Planning Act*. In contrast to the current reporting under s. 42 (15) of the *Planning Act*, however, which allows funds to be used “for park or other public recreation purposes,” the scope in this regulation is for “land and machinery.” Confirm whether the scope of services has been limited or continues to be the same.

5.4 Appraisals for Community Benefits Charges

It is proposed that,

- *“If the owner of land is of the view that the amount of a community benefits charge exceeds the amount legislatively permitted and pays the charge under protest, the owner has 30 days to provide the municipality with an appraisal of the value of land.*
- *If the municipality disputes the value of the land in the appraisal provided by the owner, the municipality has 45 days to provide the owner with an appraisal of the value of the land.*
- *If the municipality’s appraisal differs by more than 5 percent from the appraisal provided by the owner of the land, the owner can select an appraiser from the municipal list of appraisers, that appraiser’s appraisal must be provided within 60 days.”*
- Is the third appraisal binding? Can this appraisal be appealed to the LPAT?
- Do all municipalities across the Province have a sufficient inventory of land appraisers (i.e. at least three) to meet the demands and turnaround times specified within the regulations?

5.5 Other Matters

- How are mixed-use developments that include exempt development types to be handled? For example, exempt institutional uses are planned for the first floor of a high-rise commercial/residential building.
- Will ownership or use determine the ability to impose the C.B.C.?
- In situations where large industrial or commercial properties are purchased for long-term purposes and only small portions of the full site are initially developed, is the C.B.C. calculated for the entire property or only the portion being developed at that time (with lot coverage



provisions)? As the property continues to develop, is the percentage applied to the existing and undeveloped portion of the land?

- D.C. by-laws must be revisited at least every five years. Is there a similar time period to be established for the community benefits strategy underlying the C.B.C.?
- Can municipalities still mandate the dedication of parkland in situations where the location is desirable, or must they only take a cash contribution? The ability to take land should be clarified.
- How often will the Province be reviewing the percentage caps to assess if they are sufficient or should be revised?

6. Potential COVID-19 Transitional Matters

We all recognize that during these times many sectors will be needing assistance to maintain a level of financial security and viability. Obviously the residential and non-residential building construction sector will experience a slow down during this period, as will municipalities, as local economies slow.

We have dialogued with a number of municipalities who are developing interim policies with respect to property taxes, water/wastewater rates, various fees and charges including D.C.s and potentially C.B.C.s. In our discussions regarding D.C.s, we have suggested that municipalities consider the short- and medium-term needs of the community and the economy.

Looking back 10 to 12 years at the last major economic downturn, one stimulus initiative provided by senior levels of government was to encourage municipal infrastructure construction by way of grant programs such as the "Build Canada" program. We would expect coming out of this downturn that municipal infrastructure construction could play an important role in assisting the Ontario and local economies. Hence, municipalities will be reliant upon their financial resources to achieve similar results as in the past. Based on this, it may be more beneficial to all stakeholders if the municipalities seek to delay the D.C. payments rather than exempt developments from the payment of D.C.s. This would continue to provide municipalities with the much-needed funding to undertake the necessary infrastructure construction to support the development industry. Moreover, the continued infrastructure construction will generate the need to purchase construction supplies and create construction jobs.



Based on the foregoing, should the Province seek to direct municipalities to adopt interim D.C. policies, we would recommend that these policies be focused on delayed payments versus exemptions or reductions.

Yours very truly,

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