



## **TOWNSHIP OF MELANCTHON ELECTRONIC MEETING THURSDAY, JANUARY 12<sup>th</sup>, 2023 - 9:00 A.M.**

***Council meetings are recorded and will be available on the Township website under Quick Links – Council Agendas and Minutes within 5 business days of the Council meeting.***

Join Zoom Meeting

<https://us02web.zoom.us/j/86386945342?pwd=WmRWeWw2VjJocmM5clNUMGU2YlY1UT09>

Meeting ID: 863 8694 5342

Passcode: 293122

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Dial by your location

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Meeting ID: 863 8694 5342

Passcode: 293122

### **AGENDA**

- 1. Call to Order**
- 2. Land Acknowledgement Statement**

*We will begin the meeting by sharing the Land Acknowledgement Statement:*

We would like to begin by acknowledging that Melancthon Township recognizes the ancestral lands and treaty territories of the Tionontati (Petun/Wyandot(te)), Haudenosaunee (Six Nations), and Anishinaabe Peoples. The Township of Melancthon resides within the lands named under the Haldimand Deed of 1784 and the Lake Simcoe-Nottawasaga Treaty (Treaty 18).

These territories upon which we live and learn, are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous peoples with this land, its waterways and resources.

- 3. Announcements**
- 4. Additions/Deletions/Approval of Agenda**

- 5. Declaration of Pecuniary Interest and the General Nature Thereof**
- 6. Approval of Draft Minutes – December 15, 2022**
- 7. Business Arising from Minutes**
- 8. Point of Privilege or Personal Privilege**
- 9. Public Question Period** (Please visit our website under Agendas and Minutes for information on Public Question Period)
- 10. Public Works**
  1. Enbridge Gas 2<sup>nd</sup> Line SW Update
  2. Other
- 11. Planning**
  1. Applications to Permit
  2. Letter from Steve Clark, Minister of Municipal Affairs and Housing regarding Greenbelt Amendments and Revocation of the Central Pickering Development Plan and O. Reg. 154/03
  3. Bill 23 Impacts to Committees of Adjustment and Land Division Committees
  4. Letter from Steve Clark, Minister of Municipal Affairs and Housing regarding Bill 109, 23, 3 and 39.
  5. Letter from the Ministry of Natural Resources and Forestry to the Conservation Authorities and participating Municipalities, Conservation Ontario and the Association of Municipalities of Ontario
  6. Grand River Conservation Authorities 2023 Fee Policy Planning and Regulations Programs and Services – Update #2
  7. Other
- 12. Strategic Plan**
- 13. Climate Change Initiatives**
- 14. Police Services Board**
- 15. Committee/Board Reports & Recommendations**
- 16. Correspondence**

**Board, Committee & Working Group Minutes**

1. Grand River Conservation Authority – December 16, 2022
2. Mulmur-Melancthon Fire Board – August 25, 2022
3. Shelburne & District Fire Board – November 1, 2022
4. Shelburne & District Fire Board – November 9, 2022

**Items for Information Purposes**

1. 2023 Ontario Community Infrastructure Funding Allocation Notice
2. Email from Dufferin County regarding the 2023 Warden and Committee Chairs
3. Letter from the Township of Amaranth – Request for Clarification of Letter to Minister of Municipal Affairs and Housing from Town of Orangeville
4. Grand River Conservation Authority Submission of Progress Report #3 and Inventory of Programs & Services – O.Reg 687/21 under the Conservation Authorities Act
5. Grand River Conservation Authority – Notification of General Membership Attendance

6. Notice of Public Information Centre for the County of Dufferin Municipal Comprehensive Review
7. Letter from Steve Clark, Minister of Municipal Affairs and Housing – Update on Key Initiatives Underway

#### **Items for Council Action**

1. 2023 International Plowing Match and Rural Expo Request for Staff Assistance and Funding
2. Nottawasaga Valley Conservation Authority 2023 Budget Letter

### **17. General Business**

1. Notice of Intent to Pass By-law
  1. By-law to authorize the borrowing of \$3,151,307.11 (Borrowing By-law)
  2. By-law to Provide for the Levy and Collection of Rates or Levies Required for the Township of Melancthon for the Interim Levy for the Year 2023
  3. By-law to Amend By-law No. 52-2022
  4. By-law to Appoint an Integrity Commissioner for the Corporation of the Township of Melancthon
2. New/Other Business/Additions
  1. 2024 Council Meeting Schedule – Report from Denise Holmes, CAO/Clerk
  2. Return of Deposit to Amsey and Tina Martin – Bearco Wire Inc.
  3. Health and Safety Policy Statement
  4. 2022 Supplemental/Write Off Summary
  5. 2023 Spring/Summer Township Newsletter
  6. Township of Mulmur Staff Report regarding NDCC Joint Recreation Agreement
  7. Mulmur-Melancthon Fire Department 2023 Budget (Mayor White)
  8. 2022 Budget Summary
3. Unfinished Business
  1. Melancthon Recreation Task Force Report
  2. RED Grant Program

### **18. Delegations**

1. 9:00 a.m. – 12:30 p.m. (approx.) – Rob Adams, BA MPA, AMCTO Instructor – AMCTO Staff-Council Training (**to be held in Closed Session – Section 239 (3.1)(1) of the Municipal Act, 2001, S.O. 2001, c. 25 - the meeting is held for the purpose of educating and training the members**)
2. 1:20 p.m. – Harvey Fraser and Darlene Lambert – Representing Centre Grey Health Services Foundation, and the Together in Care Campaign – Providing an update on the new Markdale Hospital project
3. 1:30 p.m. – Ryan Post, NVCA and Ilona Feldman, GRCA – Town of Shelburne Source Water Protection Update

### **19. Closed Session – Section 239 of the Municipal Act, S.O., 2001, c. 25**

1. Approval of Draft Minutes – December 15, 2022
2. Business Arising from Minutes
3. (2)(b) – Personal matters about an identifiable individual, including local board employees & (2)(f) – Advice that is subject to Solicitor-Client privilege, including communications necessary for that purpose – By-law Enforcement Matter Update and Legal Opinion – 517462 County Road 124
4. (2)(b) – Personal matters about an identifiable individual, including local board employees - consideration of the one application received for the vacant position on the Corbetton Park Board of Management
5. Rise With or Without Report from Closed Session

- 20. Third Reading of By-laws**
- 21. Notice of Motion**
- 22. Confirmation By-law**
- 23. Adjournment and Date of Next Meeting – Thursday, February 2, 2023 at 5:00 p.m.**
- 24. On Sites**
- 25. Correspondence on File at the Clerk's Office**



**APPLICATIONS TO PERMIT FOR APPROVAL  
January 12, 2023 COUNCIL MEETING**

<b>PROPERTY OWNER</b>	<b>PROPERTY DESCRIPTION</b>	<b>SIZE OF BUILDING</b>	<b>TYPE OF STRUCTURE</b>	<b>USE OF BUILDING</b>	<b>DOLLAR VALUE</b>	<b>D.C.'s</b>	<b>COMMENTS</b>
Levi F. Martin Agent - Aaron Bauman	198093 2nd Line NE Pt Lot 19, Con 3 NE	185.8 m2 (2000 sqft)	Home Industry	Wood Working Shop	\$150,000	YES	Approved
Irvin Bauman Agent - Aaron Bauman	682047 260 Sideroad Pt Lots 257 to 260, Con 4 SW RP 7R1875 Parts 1	501.676 m2 (5399.99sqft)	Agricultural Storage	Equipment and Bale Storage	\$125,000	NO	Approved

**Ministry of Municipal  
Affairs and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des Affaires  
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Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



December 16, 2022

Dear Head of Council, Municipal Chief Executive Officer and Clerk, and AMO Staff

**Re: Greenbelt Amendments and Revocation of the Central Pickering Development Plan and O. Reg. 154/03**

The government is committed to taking bold action to address Ontario's housing supply crisis by building 1.5 million homes over the next 10 years.

That is why the government has taken further action to support this goal by making changes to the Greenbelt and revoking the Central Pickering Development Plan and the associated Minister's Zoning Order (O. Reg. 154/03) to help build at least 50,000 new homes, while leading to an overall expansion of the Greenbelt by approximately 2,000 acres.

Further to the letters sent on Nov 4, 2022 regarding proposed amendments to the Greenbelt and the letter on October 25, 2022 regarding the proposed revocation of the CPDP, I am writing to provide an update that the government has approved Amendment No. 3 to the Greenbelt Plan (by OIC 1745/2022), amended the Greenbelt Area boundary (O. Reg. 59/05), and revoked the Central Pickering Development Plan (by OIC 1746/2022). The amendments were approved as proposed without modifications.

As Minister, I approved the related amendments to the Oak Ridges Moraine Conservation Plan (O. Reg. 140/02) and revoked the Central Pickering Development Planning Area and the related Minister's Zoning Order (O. Reg. 154/03).

Information on the Greenbelt Area boundary regulation, and the Oak Ridges Moraine Conservation Plan, and the revocation of the Central Pickering Development Plan and Minister's Zoning Order can be found at:

- Designation of Greenbelt Area (O. Reg. 567/22) - <https://www.ontario.ca/laws/regulation/r22567>
- Oak Ridges Moraine Conservation Plan (O. Reg. 568/22) - <https://www.ontario.ca/laws/regulation/r22568>
- Zoning Area - Regional Municipality of Durham, Part of The City of Pickering (O. Reg. 566/22) - <https://www.ontario.ca/laws/regulation/r22566>

Further details on these changes, including updated mapping, will be available online soon.

Thank you to those municipalities who provided feedback. The province looks forward to continued collaboration with municipal partners to get more homes built faster.

Sincerely,

A handwritten signature in black ink that reads "Steve Clark". The signature is written in a cursive, flowing style.

Steve Clark

Minister

- c. Kate Manson-Smith, Deputy Minister, Municipal Affairs and Housing
- Sean Fraser, Assistant Deputy Minister, Municipal Affairs and Housing, Planning and Growth Division
- Hannah Evans, Assistant Deputy Minister, Municipal Services Division

## Denise Holmes

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**From:** Ontario Association of Committees of Adjustment and Consent Authorities  
<contactus@oaca.info>  
**Sent:** Wednesday, December 21, 2022 2:44 PM  
**To:** Denise Holmes  
**Subject:** Legislation Update: Bill 23 Impacts to Committees of Adjustment and Land Division  
Committees



### **Bill 23 Impacts to Committees of Adjustment and Land Division Committees**

Bill 23, More Homes Built Faster Act, 2022 was given Royal Assent on November 28, 2022. Many of the changes specific to the Planning Act from Bill 23 are now in force as of November 28, 2022. A legislative update from Osler provides a brief synopsis of Bill 23 and the parts of the Bill which are now in force.

The part of Bill 23 that impacts Committees of Adjustment (CofA) and Land Division Committees is that third party appeals are no longer allowed on

applications for minor variance or consent. Additionally, any current CofA application(s) before the Ontario Land Tribunal (OLT) that had not had a hearing date set prior to October 25, 2022 will be dismissed.

The removal of third party appeals means that only the applicant/owner, the municipality, and certain public bodies will be able to appeal minor variance and consent decisions. The 20 day appeal period will remain in effect and a Notice of Decision will still need to be sent out in the same manner and to the same people as was previously required.

Additional changes that may indirectly impact CofA are as follows:

- there is no longer a 2 year restriction on minor variance applications going to the CofA from privately initiated zoning by-law amendments;
- site plan approval is no longer allowed for single detached residential development or any low and medium density development under 10 units.

The exact wording of Section 45(12) Appeals to the Tribunal and the definitions of Public Body and Specified Person from Section 1(1) of the Planning Act are below:

### **Section 45(12) – Appeals to Tribunal – Planning Act**

#### **Appeal to Tribunal**

(12) The applicant, the Minister or a specified person or public body that has an interest in the matter may within 20 days of the making of the decision appeal to the Tribunal against the decision of the committee by filing with the secretary-treasurer of the committee a notice of appeal setting out the objection to the decision and the reasons in support of the objection accompanied by payment to the secretary-treasurer of the fee charged by the Tribunal as

payable on an appeal from a committee of adjustment to the Tribunal. 2017, c. 23, Sched. 5, s. 98 (3); 2021, c. 4, Sched. 6, s. 80 (5); 2022, c. 21, Sched. 9, s. 13 (2).

### **Transition**

(12.1) For greater certainty, subsection (12), as it reads on the day subsection 13 (2) of Schedule 9 to the *More Homes Built Faster Act, 2022* comes into force, applies to an appeal on and after that day even if the decision is made before that day. 2022, c. 21, Sched. 9, s. 13 (3).

### **Same, retroactive effect**

(12.2) An appeal under subsection (12) made before the day subsection 13 (2) of Schedule 9 to the *More Homes Built Faster Act, 2022* comes into force by a person or public body not referred to in subsection (12) of this section as it reads on the day subsection 13 (2) of Schedule 9 to the *More Homes Built Faster Act, 2022* comes into force shall be deemed to have been dismissed on the day subsection 13 (2) of Schedule 9 to the *More Homes Built Faster Act, 2022* comes into force unless,

(a) a hearing on the merits of the appeal had been scheduled before October 25, 2022; or

(b) a notice of appeal was filed by a person or public body referred to in subsection (12) of this section in respect of the same decision to which the appeal relates. 2022, c. 21, Sched. 9, s. 13 (3).

### **Same, hearing on the merits**

(12.3) For the purposes of clause (12.2) (a), a hearing on the merits of an appeal is considered to be scheduled on the date on which the Tribunal first orders the hearing to be scheduled, and is not affected by an adjournment or rescheduling of the hearing. 2022, c. 21, Sched. 9, s. 13 (3).

## **Same**

(12.4) For greater certainty, a hearing on the merits of an appeal does not include mediation or any other dispute resolution process, settlement negotiations, a case management conference or any other step in the appeal that precedes such a hearing. 2022, c. 21, Sched. 9, s. 13 (3).

### **Section 1(1) - Interpretation – Planning Act**

“public body” means a municipality, a local board, a ministry, department, board, commission, agency or official of a provincial or federal government or a First Nation;

“specified person” means,

- (a) a corporation operating an electric utility in the local municipality or planning area to which the relevant planning matter would apply,
- (b) Ontario Power Generation Inc.,
- (c) Hydro One Inc.,
- (d) a company operating a natural gas utility in the local municipality or planning area to which the relevant planning matter would apply,
- (e) a company operating an oil or natural gas pipeline in the local municipality or planning area to which the relevant planning matter would apply,
- (f) a person required to prepare a risk and safety management plan in respect of an operation under Ontario Regulation 211/01 (Propane Storage and Handling) made under the *Technical Standards and Safety Act, 2000*, if any part of the distance established as the hazard distance applicable to the operation and referenced in the risk and safety management plan is within the area to which the relevant planning matter would apply,
- (g) a company operating a railway line any part of which is located within 300 metres of any part of the area to which the relevant planning matter would apply, or
- (h) a company operating as a telecommunication infrastructure provider in the

area to which the relevant planning matter would apply;

OACA has provided, for information purposes only, an example below from the City of Vaughan on the update they have made to their Notice of Decision due to Bill 23:

### **Appealing to The Ontario Land Tribunal**

The Planning Act, R.S.O. 1990, as amended, Section 45

The applicant, the Minister or a specified person or public body that has an interest in the matter may within 20 days of the making of the decision appeal to the Tribunal against the decision of the committee by filing with the secretary-treasurer of the committee a notice of appeal setting out the objection to the decision and the reasons in support of the objection accompanied by payment to the secretary-treasurer of the fee charged by the Tribunal as payable on an appeal from a committee of adjustment to the Tribunal. When no appeal is lodged within twenty days after the giving of notice the decision becomes final and binding and notice to that effect will be issued by the Secretary-Treasurer.

*The above information is provided for reference and members are encouraged to consult with their municipal solicitor if they have further questions.*

[View Bill 23](#)





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234-2022-6136

December 22, 2022

Dear Head of Council:

Ontario's housing supply crisis is a problem which has been decades in the making. It will take both short-term strategies and long-term commitment from all levels of government, the private sector, and not-for-profits to drive change. Each entity will have to do their part to be part of the solution.

To help support this important priority, I am pleased to provide you with an update on recent legislative and regulatory changes our government has made to help get 1.5 million homes built over the next 10 years.

**Bill 109, the *More Homes for Everyone Act, 2022***

Bill 109, the More Homes for Everyone Act, 2022, was introduced on March 30, 2022 and received Royal Assent on April 14, 2022.

As part of the government's More Homes for Everyone Plan, Schedule 5 of Bill 109 made changes to the Planning Act. Consequential changes were also made to the City of Toronto Act, 2006.

Most of the Planning Act changes are now in effect except for the zoning and site plan control fee refund provisions, which are due to come into force on January 1, 2023. However, I am committed to bringing forward legislation to delay the effective date of the fee refund changes from January 1, 2023 to July 1, 2023. These legislative changes would be introduced in the new year.

In the event that any fee refunds become due to applicants before these legislative changes are made, municipalities might consider not issuing refunds in the interim given my express commitment to introduce legislation that, if passed, would retroactively cancel the requirement.

You can find more information about Bill 109 on the Environmental Registry of Ontario ([019-5284](tel:416-5284)), and the Ontario Legislative Assembly [website](#).

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### **Bill 23, More Homes Built Faster, 2022**

Bill 23, the More Homes Built Faster Act, 2022, was introduced on October 25, 2022, and received Royal Assent on November 28, 2022.

To support More Homes Built Faster: Ontario's Housing Supply Action Plan: 2022–2023, Schedule 9 of Bill 23 made changes to the Planning Act. Schedule 1 of Bill 23 also made similar changes to the City of Toronto Act, 2006 related to site plan provisions. Schedule 3 of Bill 23 made changes to the Development Charges Act.

The planning-related and municipal development-related charges changes came into force on November 28, 2022, except for provisions related to removal of planning responsibilities from certain upper-tier municipalities, certain provisions related to parkland dedication, and exemptions from municipal development-related charges for affordable and attainable housing, which will come into force on a day in the future to be named by proclamation. Provisions related to Conservation Authorities will take effect January 1, 2023.

Bill 23 also made changes to legislation led by other ministries. Please see Appendix A for an overview of the effective dates of the Bill 23 changes by schedule.

You can find more information about Bill 23 on the Environmental Registry of Ontario ([019-6163](tel:019-6163)), and the Ontario Legislative Assembly [website](#).

### **Bill 3, the Strong Mayors, Building Homes Act, 2022 and Bill 39, the Better Municipal Governance Act, 2022**

Bill 3, the Strong Mayors, Building Homes Act, 2022, was introduced on August 10, 2022, and received Royal Assent on September 8, 2022. Bill 3 and associated regulations ([O. Reg. 529/22](#) and [O. Reg. 530/22](#)) came into force on November 23, 2022.

Bill 39, the Better Municipal Governance Act, 2022, was introduced on November 16, 2022, and received Royal Assent on December 8, 2022. Bill 39, amendments to associated regulations ([O. Reg. 581/22](#) and [O. Reg. 583/22](#)), and additional regulations to prescribe provincial priorities ([O. Reg. 580/22](#) and [O. Reg. 582/22](#)) came into force on December 20, 2022. Additional details can be found in Appendix B and on the Ontario Legislative Assembly's website ([Bill 3](#) and [Bill 39](#)).

Sincerely,



Steve Clark  
Minister

c: Chief Administrative Officer

# Appendix A

## Effective Dates for Bill 23, the More Homes Built Faster Act, 2022

Schedule	Effective Date
Schedule 1: City of Toronto Act, 2006	<p>All of the changes in Schedule 1 (City of Toronto Act) came into force on the day the bill received Royal Assent.</p> <p>Note: The legislative changes to the City of Toronto Act include amendments that give the Minister of Municipal Affairs and Housing authority to make regulations imposing limits and conditions on how municipalities can regulate the demolition and conversion of residential rental properties of six units or more. No regulations have been made at this time.</p>
Schedule 2: Conservation Authorities Act	<p>Changes in Schedule 2 (Conservation Authorities Act) came into force the day the bill received Royal Assent, except for:</p> <ul style="list-style-type: none"> <li>• On January 1, sections related to streamlining disposition of lands for CAs comes into force which would allow CAs to sell or lease land without Minister's approval provided they follow rules around public consultation and notifications.</li> <li>• Also on January 1, sections that enable the Minister's ability to issue direction to freeze fees and ability to scope CA commenting on development applications and land use planning policies through regulation, would come into force but only have effect when the Minister issues direction on fees or if a regulation prescribing Act under which CA commenting roles is restricted is made.</li> <li>• Changes related to CA permitting (including removal of "conservation of land" and "pollution", adding "unstable soil and bedrock", regulation making powers to exempt development from a CA permit where it has been authorized under the Planning Act, etc.) take effect on a later date (upon proclamation) once a new regulation under Section 28 of the CA Act is in effect. MNR continues to consult on that regulation through the Environmental Registry (#019-2927).</li> </ul>
Schedule 3: Development Charges Act, 1997	<p>All of the changes in Schedule 3 (Development Charges Act) came into force on the day the bill received Royal Assent, with the exception of provisions relating to development charge exemptions for affordable and attainable housing units, which would take effect upon proclamation.</p>
Schedule 4: Municipal Act, 2001	<p>All of the changes in Schedule 4 (Municipal Act) came into force on the day the bill received Royal Assent.</p> <p>Note: The legislative changes to the Municipal Act give the Minister of Municipal Affairs and Housing authority to make regulations imposing limits and conditions on how municipalities can regulate the demolition and conversion of residential rental properties of six units or more. No regulations have been made at this time.</p>
Schedule 5: New Home Construction Licensing Act, 2017	<p>Many of the amendments in Schedule 5 (New Home Construction Licensing Act) came into force on the day the bill received Royal Assent.</p> <p>The amendments regarding the maximum fine that a court may impose for a subsequent conviction, as well as most of the amendments related</p>

Schedule	Effective Date
Schedule 6: Ontario Heritage Act	<p>to administrative penalties, will come into force on February 1, 2023.</p> <p>Most of the amendments to the Ontario Heritage Act (OHA) made through the bill will be proclaimed into force on January 1, 2023. These include:</p> <ul style="list-style-type: none"> <li>• The new authorities under Part III.1 of the Act that relate to the Standards and Guidelines for Conservation of Provincial Heritage Properties.</li> <li>• Most of the changes to procedures related to municipal registers, including the process and requirements around inclusion of non-designated properties on the municipal registers. However, the requirement for municipalities to make their municipal registers available on a publicly accessible website will not come into force until July 1, 2023 to provide municipalities with time to ensure compliance.</li> <li>• Limiting the ability to issue a Notice of Intention to Designate a property subject to a prescribed event to only those properties included on a municipal register.</li> <li>• The authority to prescribe criteria for determining cultural heritage value or interest for the purposes of including non-designated properties on the municipal register and designating a Heritage Conservation District (HCD).</li> <li>• The authority to set out processes to amend and repeal HCD bylaw in regulation. Note, the Ministry of Citizenship and Multiculturalism will consult on the development of these processes to be set out in regulation in 2023.</li> </ul> <p>Regulatory amendments to O.Reg. 9/06: Criteria for Determining Cultural Heritage Value or Interest will also come into force on January 1, 2023. These changes establish that non-designated properties included on a register must meet one or more of the criteria outlined in the regulation, and that individual properties and HCDs must meet two or more of the criteria included in the regulation in order to be designated. The regulation also includes transitional provisions to address matters underway at the time of the changes coming into force.</p> <p>The outstanding amendments to the OHA made through Bill 108, the More Homes, More Choice Act, 2019, will also be proclaimed into force on January 1, 2023. The amendments speak specifically to the demolition or removal of an attribute that is not a building or structure within an HCD.</p> <p>Regulatory amendments to O.Reg. 358/21: General will come into force on January 1, 2023. These amendments include consequential housekeeping amendments and transition provisions related to the above legislative amendments coming into force.</p> <p>Bill 23 included some minor housekeeping amendments to the OHA that came into force upon Royal Assent. These included repealing the alternative definition of "alter".</p>
Schedule 7: Ontario Land Tribunal Act, 2001	The changes in Schedule 7 (More Homes Built Faster Act, 2022) will come into force on proclamation.

Schedule	Effective Date
Schedule 8: Ontario Underground Infrastructure Notification System Act, 2012	The changes in Schedule 8 (Ontario Underground Infrastructure Notification System Act, 2012) came into force on the day the bill received Royal Assent.
Schedule 9: Planning Act	<p>The changes in Schedule 9 (Planning Act) all came into force on the day the bill received Royal Assent, with the following exceptions:</p> <ul style="list-style-type: none"> <li>• provisions related to removal of planning responsibilities from certain upper-tier municipalities, which would come into force on a day to be named by proclamation.</li> <li>• provisions related to the exemption of community benefits charge and parkland dedication requirements for affordable and attainable housing units</li> <li>• provisions related encumbered land to be conveyed to municipalities by developers for park or other recreational purposes</li> <li>• provisions related to Conservation Authorities (linked to the changes in Schedule 2) will take effect January 1, 2023</li> </ul>
Schedule 10: Supporting Growth and Housing in York and Durham Regions Act, 2022	<p>Except as otherwise provided, the Act set out in Schedule 10 came into force on the day bill received Royal Assent.</p> <ul style="list-style-type: none"> <li>• Sections 7 to 10, subsection 11 (5) and section 14 come into force on a day to be named by proclamation of the Lieutenant Governor. Once in force, these sections will require a prescribed municipality to develop, construct, and operate the Lake Simcoe phosphorus reduction project and allow the Ontario Clean Water Agency to undertake some or all of that project if ordered to do so by the Lieutenant Governor in Council. The project will also be exempt from the Environmental Assessment Act.</li> <li>• Subsection 85 (1) comes into force on the later of the day subsection 44 (1) of this Act comes into force and the day section 2 of Schedule 5 to the Accelerating Access to Justice Act, 2021 comes into force. Subsection 85 (1) makes consequential changes to the Act arising out of changes to the Expropriations Act in respect of alternative hearings processes.</li> <li>• Subsection 85 (2) comes into force on the later of the day section 61 of this Act comes into force and the day section 42 of Schedule 4 to the Comprehensive Ontario Police Services Act, 2019 comes into force. Subsection 85 (2) makes consequential changes to the Act arising out of the Comprehensive Ontario Police Services Act, 2019 consistent with other Ministry of the Environment, Conservation and Parks legislation. The change would allow a person undertaking an inspection to obtain the assistance of the local police force rather than the Ontario Provincial Police Force.</li> </ul>

## **Appendix B**

### **Bill 3, the Strong Mayors, Building Homes Act, 2022 and Bill 39, the Better Municipal Governance Act, 2022**

As a result of Bills 3 and 39, changes were made to the Municipal Act, 2001, City of Toronto Act, 2006 and the Municipal Conflict of Interest Act, and regulations were established to give the mayors in Toronto and Ottawa strong mayor powers to help advance shared provincial-municipal priorities, including building new homes. These powers include:

- Choosing to appoint the municipality's chief administrative officer,
- Hiring certain municipal department heads, and establish and re-organize departments,
- Creating committees of council, assigning their functions and appointing the Chairs and Vice-Chairs of committees of council, and
- Proposing the municipal budget, subject to council amendments and a head of council veto and council override process.

The mayors of Toronto and Ottawa can also use strong mayor powers related to provincial priorities. These include:

- Vetoing certain by-laws if the mayor is of the opinion that all or part of the by-law could potentially interfere with a provincial priority,
- Bringing forward matters for council consideration if the mayor is of the opinion that considering the matter could potentially advance a provincial priority, and
- Proposing certain municipal by-laws if the mayor is of the opinion that the proposed by-law could potentially advance a provincial priority. Council can pass these by-laws if more than one-third of council members vote in favour.

The provincial priorities for the purposes of strong mayor powers are prescribed in O. Reg. 580/22 and O. Reg. 582/22 and they are:

1. Building 1.5 million new residential units by December 31, 2031.
2. Constructing and maintaining infrastructure to support housing, including, transit, roads, utilities, and servicing.

Ministry of Natural Resources and Forestry

Ministère des Richesses naturelles et des Forêts

Resources Planning and Development  
Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

Direction des politiques de planification et d'exploitation des ressources  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7

**To:** Conservation authorities and participating municipalities, Conservation Ontario and the Association of Municipalities of Ontario

**From:** Jennifer Keyes, Director

**Date:** December 28, 2022

**Subject:** Legislative and regulation changes affecting conservation authorities

Good afternoon,

I am writing to provide you with information on amendments to the *Conservation Authorities Act* made as part of the *More Homes Built Faster Act, 2022*, as well as two regulations that have been approved by the province in support of Ontario's Housing Supply Action Plan, both of which will come into effect on January 1, 2023. In addition, the Minister of Natural Resources and Forestry has issued a direction regarding fees that will be distributed separately from this letter. A notice will be posted to the Environmental Registry of Ontario (ERO) in the coming weeks regarding these decisions.

### Legislative Amendments

As you are likely aware, the *More Homes Built Faster Act, 2022* was passed this Fall, receiving Royal Assent on November 28, 2022. Several changes were made to the *Conservation Authorities Act* that are intended to further focus conservation authorities on their core mandate, support faster and less costly approvals, streamline conservation authority processes, and help make land suitable for housing available for development.

Notably, one part of the *More Home Built Faster Act, 2022* which came into effect upon Royal Assent were changes to Section 28.0.1 of the *Conservation Authorities Act*, which include provisions to require a conservation authority to issue a permission or permit where a Minister's Zoning Order has been made under section 47 of the *Planning Act*. This section was amended to also apply to orders made under section 34.1 of the *Planning Act*, otherwise known as the "community infrastructure and housing accelerator" tool, in addition to some other minor changes.

Other changes, which will come into effect on January 1, 2023, include:



- Updates to Section 21 of the Act so that a disposition of land in respect of which the Minister has made a grant under section 39 requires authorities to provide a notice of the proposed disposition to the Minister instead of requiring the Minister's approval. Authorities will also be required to conduct public consultations before disposing of lands that meet certain criteria.
- Sections 21.1.1 and 21.1.2 of the Act which provide that authorities may not provide a program or service related to reviewing and commenting on proposals, applications, or other matters under prescribed Acts.
- A new section 21.3 that enables the Minister to issue temporary direction to a conservation authority preventing the authority from changing the amount of a fee it charges under subsection 21.2 (10) of the Act.

Remaining legislative changes regarding conservation authority development regulations will not come into effect until proclaimed, following the creation of a new Minister's regulation with supporting regulatory details. This regulation is currently being consulted on until December 30<sup>th</sup> on the ERO, #019-2927: [Proposed updates to the regulation of development for the protection of people and property from natural hazards in Ontario.](#)

### **New Regulatory Requirements**

Following the passing of these legislative amendments, the government has proceeded with making two regulations, both of which will come into effect on January 1, 2023.

Amendments were made to [Ontario Regulation 686/21: Mandatory Programs and Services](#) to require conservation authorities to identify conservation authority lands suitable for housing. This requirement is part of the preparation of the land inventory required to be completed by conservation authorities by December 31, 2024, and certain considerations for identifying whether or not lands are suitable for housing are listed.

A new Minister's regulation (Ontario Regulation 596/22: Prescribed Acts – Subsections 21.1.1 (1.1) and 21.1.2 (1.1) of the Act) was also made to focus conservation authorities' role when reviewing and commenting on proposals, applications, or other matters related to development and land use planning. Under this regulation, conservation authorities are no longer able to provide a municipal (Category 2) or other (Category 3) program or service related to reviewing and commenting on a proposal, application, or other matter made under the following Acts:

- *The Aggregate Resources Act*
- *The Condominium Act, 1998*
- *The Drainage Act*
- *The Endangered Species Act, 2007*
- *The Environmental Assessment Act*
- *The Environmental Protection Act*
- *The Niagara Escarpment Planning and Development Act*
- *The Ontario Heritage Act*
- *The Ontario Water Resources Act*
- *The Planning Act*

This regulation does not affect conservation authorities' provision of mandatory programs or services (Category 1) related to reviewing and commenting on a proposal, application, or other matter made under those Acts.

An administrative update to the "Determination of Amounts Owing Under Subsection 27.2 (2) of the Act" regulation (O. Reg. 401/22) was also made to update the methods of determining amounts owed by specified municipalities for operating expenses and capital costs related to mandatory the *Clean Water Act, 2006* and *Lake Simcoe Protection Act, 2008* programs and services to enable use of a benefit-based apportionment method.

I appreciate that with these most recent amendments, along with changes made over the last number of years, this is a time of significant transition for conservation authorities and their member municipalities. Throughout this time, conservation authorities have continued to deliver on their important roles in protecting people and property from natural hazards, conserving and managing lands, and drinking water source protection.

The ongoing efforts of conservation authorities to implement these changes is acknowledged, including initiatives led by conservation authorities and Conservation Ontario that have contributed to the Government's objectives of improving accountability and transparency and supporting timely development approvals to help address Ontario's housing supply crisis.

If you have any questions, please reach out to the Ministry of Natural Resources and Forestry at [ca.office@ontario.ca](mailto:ca.office@ontario.ca). I look forward to working with you in the coming year.

Sincerely,



Jennifer Keyes

Director, Resources Planning and Development Policy Branch  
Ministry of Natural Resources and Forestry

## Denise Holmes

---

**From:** Eowyn Spencer <espencer@grandriver.ca>  
**Sent:** Friday, January 6, 2023 2:18 PM  
**To:** Eowyn Spencer  
**Cc:** Samantha Lawson  
**Subject:** #2 Update on GRCA Programs & Services - Minister's Direction  
**Attachments:** GRCA Fee Policy\_Planning and Regulations Programs and Services Fees2023.pdf;  
Minister Direction on Fees\_December282022-FINAL.pdf;  
MNRUpdates\_December282022-FINAL (003).pdf

To CAOs/City Managers of Grand River Watershed Municipalities:

Happy New Year.

On December 28, 2022, the attached letter was distributed by the Ministry of Natural Resources and Forestry to Conservation Authorities (CAs) and participating municipalities, Conservation Ontario and the Association of Municipalities of Ontario. The letter is from Jennifer Keyes, Director, in regard to legislative and regulation changes affecting CAs.

As per the direction in the letter, CAs can no longer provide comments/reviews for Natural Heritage under the Planning Act and other prescribed Acts on behalf of municipalities as of January 01, 2023.

Municipalities are still required to circulate planning applications and technical reports (e.g. Environmental Impact Studies, Functional Servicing Strategies, Stormwater management reports, etc.) to CAs so that our staff may review and comment on natural hazard matters per *O. Reg. 686/21* and the Provincial Policy Statement; the scope of GRCA's reviews will include wetlands and stormwater management plans as they constitute a component of natural hazard management. Moving forward, non-natural-hazard-related comments will not be included in our formal comment letters. We are working with Conservation Ontario to help scope out what planning comments fall under this category.

However, given that the Province did not provide any transition time or guidelines, we still have many submissions currently under review on non-hazard-related matters, it is my understanding that those reviews will continue, although how the results will be shared with municipalities is still unclear. I would be happy to facilitate meetings with planning staff at a senior level to discuss how we can best continue to support our municipal partners in meeting the various requirements under the Planning Act and other prescribed Acts that GRCA can no longer directly work on.

In addition, under the new Section 21.3 the Minister provided direction to freeze GRCA's planning and regulation fees effective January 1, 2023 until December 31, 2023. GRCA's fees were approved by the General Membership on December 16, 2022 for the upcoming year. Please find attached a copy of the 2023 planning and regulation fees.

The recent legislative changes do not affect other services provided to municipalities. GRCA will continue to work on formalizing these arrangements through Memoranda of Understanding and agreements where they are already not present.

Please don't hesitate to contact me if you have any questions as we navigate through this.

Sincerely on behalf of,

Samantha Lawson

Samantha Lawson, MCIP RPP  
Chief Administrative Officer  
Grand River Conservation Authority

Email: [slawson@grandriver.ca](mailto:slawson@grandriver.ca)

**Eowyn Spencer**

Executive Assistant

Grand River Conservation Authority

400 Clyde Road, PO Box 729

Cambridge, ON N1R 5W6

Office: 519-621-2763 ext. 2200

Toll-free: 1-866-900-4722

[www.grandriver.ca](http://www.grandriver.ca) | [Connect with us on social](#)

<b>TITLE</b>	GRCA Fee Policy: Fee Schedule 3 – Planning and Regulations Programs and Services
<b>DEPARTMENT</b>	Engineering and Planning Services
<b>APPROVED DATE</b>	December 16, 2022
<b>EFFECTIVE DATE</b>	January 1, 2023

Please refer to the Fee Notes outlined below for more details.

<b>Permit Fee Schedule</b>	
<b>Note: Applicants are encouraged to apply online on the GRCA Permits Application Page.</b>	
<b>Minor - Low risk of impact on natural hazards or natural feature. No technical reports required</b>	
• Fee for Development Applications	\$465
• Fee for Alterations or Interference with Wetlands, Shorelines, and Watercourses Applications	\$465
<b>Standard - Moderate risk and/or potential impact on natural hazards or natural features. Detailed report and/or plans, site visit required</b>	
• Fee for Development Applications	\$675
• Fee for Alterations or Interference with Wetlands, Shorelines, and Watercourses Applications	\$1,185
<b>Major - Requires one or more reports (Environmental Impact Study, Hydraulic Analysis, Stormwater Management, Geotechnical, etc.)</b>	
• Fee for Development Applications	\$10,230
• Fee for Alterations or Interference with Wetlands, Shorelines, and Watercourses Applications	Culvert/Bridge replacement: \$6,710 All other applications: \$10,230
<b>Large Fill - over 1,000m<sup>3</sup></b>	\$10,230 plus \$0.50/m <sup>3</sup>
<b>Works initiated prior to GRCA approval</b>	2 times the fee for the category
<b>Rural Water Quality Programs or GRCA projects</b>	\$90
<b>Expired Permit</b>	\$90
<b>Plans amended to an approved permit</b>	\$90

<b>Inquiry Schedule</b>	
<b>Title Clearance, Real Estate, and other Inquiry Fee (per request)</b>	\$255/property

## Plan Review Fee Schedule

### Subdivision and Vacant Land Condominium

Base fee	\$2,505
Per net hectare	\$1,305/hectare
Applicant driven modification	\$1,670
Final clearance for registration of each stage: technical review required	\$6,708
Final clearance Processing Fee: no reports or review required	\$255
Fourth (4th) and subsequent submission for review (same report)	\$575

### Official Plan and/or Zoning Bylaw Amendment

Major	\$2,500
Minor	\$465

### Consent

Major	\$1,185
Minor	\$465

### Minor Variances

Major	\$675
Minor	\$300

### Site Plan Approval Applications

Major	\$3,515
Minor	\$465

### Complex Applications

\$10,230

### Below Water Table Aggregate Applications

No features of interest within 120 metres of licence limit	\$10,230
Features of interest within 120 metres of licence limit	\$42,850

### Above Water Table Aggregate Applications

No features of interest within 120 metres of licence limit	\$465
Features of interest within 120 metres of licence limit	\$10,230

## 2023 Fee Notes

1. All fees are made payable and submitted directly to Grand River Conservation Authority.
2. Applicants are encouraged to consult with staff prior to submission of all applications to determine the extent and nature of the information required to accompany the application, and to determine the appropriate fee.
3. Applicants are encouraged to submit Permit applications through **the GRCA's online Permit Application System**
4. Permit applications that fall into one or more categories will be charged one fee, at the highest rate.
5. Plan review applications that fall into one or more categories will be charged one fee, at the highest rate.
6. The Conservation Authority may provide a refund or require the applicant submit additional funds for a permit or plan review fee if it is found that an incorrect fee has been submitted.
7. Minor Categories – Low risk of impact on natural hazards or natural features. Plans required. No technical reports or site visits required.
8. Standard Permit Category – Moderate hazard risk and/or potential impact on natural hazards or natural features. Detailed plans required. Scoped technical reports and/or site visits required.
9. Major Permit Category– High hazard risk and/or potential impact to natural hazards or natural features. Detailed plans required. One or more technical report required (Environmental Impact Study, Hydraulic Analysis, Storm Water Management, Geotechnical, etc.). Development permit applications for: golf courses, trailer parks, campgrounds, lifestyle communities will be considered as a major permit.
10. Major Plan Review Category– High or Moderate hazard risk and/or potential impact on natural hazards or natural features. Detailed plans required. One or more technical reports (may be scoped) are required, and a site visit may be required.
11. Complex Plan Review Category - Planning Act (e.g. OPA/ZC) and/or Site plan applications for: golf courses, trailer parks, campgrounds, lifestyle communities.
12. Large Fill - The fee is applicable to material placed within the Conservation Authority's regulated areas. Grading associated with Planning Act approvals is not considered a large fill application.
13. Major permit applications that have previously paid application or clearance plan review fees to the GRCA will be charged fees under the Minor or Standard category.
14. Permit fees are non-refundable, except where review indicates that no permit is necessary.
15. Expired permit - After a permit has expired, a new application must be submitted. For applications to replace a prior permit received within one year of expiry a fee of \$90 is required. Permits that have expired within the last year can be renewed through the GRCA online Permit Application System. Any changes to the plans or a lapse of more than one year will require a full review and the Schedule of Fees in effect at the time will apply.
16. The subdivision or vacant land condominium base fee including per net hectare fee will be capped at \$30,000.
17. The net hectare fee will be based on the initial submission and will exclude lands outside of the development limit (e.g. natural hazard, natural heritage areas and buffers). Stormwater management facilities and other open space or park uses are to be included in the net hectare fee calculation.
18. At the submission of a subdivision or vacant land condominium application, 70% of the base fee and per net hectare is required. Prior to issuance of conditions of draft plan approval, the remaining 30% of the fee is required.
19. A Processing Fee will apply for a clearance letter for a subdivision or condominium application where no technical review/reports (e.g. no Erosion and Sediment Control plan, SWM brief, etc.) are required.
20. For Aggregate Applications, features of interest include all Natural Heritage, Natural Hazard and surface water features.
21. Responses to Title Clearances, Real Estate and other Inquiries includes: Correspondence and mapping related to natural hazards and areas regulated under Ontario Regulation 150/06.

**Ministry of Natural  
Resources and Forestry**

Office of the Minister

99 Wellesley Street West  
Room 6630, Whitney Block  
Toronto, ON M7A 1W3  
Tel.: 416-314-2301

**Ministère des Richesses  
naturelles et des Forêts**

Bureau du ministre

99, rue Wellesley Ouest  
Bureau 6630, Édifice Whitney  
Toronto ON M7A 1W3  
Tél.: 416 314-2301



December 28, 2022

**TO:** Conservation authorities as listed in the Attachment A “Minister’s Direction to Not Change Fees”

**SUBJECT:** Minister’s direction for conservation authorities regarding fee changes associated with planning, development and permitting fees

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In support of Ontario’s Housing Supply Action Plan: 2022-2023, the province made a series of legislative changes through the *More Homes Built Faster Act, 2022* (Bill 23) to help achieve the goal of building 1.5 million homes over the next 10 years. These changes accelerate housing development approvals while continuing to protect Ontario families, communities, and critical resources. A number of these changes affect conservation authorities and are intended to support faster and less costly approvals, streamline conservation authority processes, and help make land suitable for housing available for development.

To this end, pursuant to subsection 21.3 (1) of the *Conservation Authorities Act*, which is in effect January 1, 2023, I am issuing a Minister’s Direction (“Direction”), attached to this letter as Attachment “A”. Subsection 21.3 (1) provides that the “Minister may give a written direction to an authority directing it not to change the amount of any fee it charges under subsection 21.2 (10), in respect of a program or service set out in the list referred to in subsection 21.2 (2), for the period specified in the direction.”

The purpose of this Direction, which is effective from January 1, 2023 to December 31, 2023, is to require a conservation authority not to change the amount of the fee it charges or the manner in which it determines the fee for any program or service that may be provided by the conservation authority. This relates to reviewing and commenting on planning and development related proposals or land use planning policies, or for permits issued by conservation authorities. For greater certainty, the “Prescribed Acts – subsections 21.1.1 (1.1) and 21.1.2 (1.1) of the Act” regulation (O. Reg. 596/22), effective January 1, 2023, prohibits a CA from providing a municipal (Category 2) or other (Category 3) program or service related to reviewing and commenting on a proposal, application, or other matter



made under prescribed Acts. This regulation therefore precludes the charging of a fee by a conservation authority for these specific programs or services provided under subsections 21.1.1 (1) or 21.1.2 (1.1) of the *Conservation Authorities Act*.

The conservation authorities listed in Appendix A of the Direction are encouraged to make the Direction publicly available on the Governance section of their websites.

Pursuant to subsection 21.2 (3) of the Act, I am also re-distributing the Minister's list of classes and programs and services in respect of which conservation authorities may charge a fee along with this Direction, with editorial changes to reflect the recent legislative and regulatory changes.

If you have any questions, please contact Jennifer Keyes, Director, Resources Planning and Development Policy Branch, at [Jennifer.Keyes@ontario.ca](mailto:Jennifer.Keyes@ontario.ca) or 705-761-4831.

If it is in the public interest to do so, I will provide further direction or clarification at a later date related to the matters set out in this Direction.

Sincerely,



The Honourable Graydon Smith  
Minister of Natural Resources and Forestry

c: The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
The Honourable David Piccini, Minister of the Environment, Conservation and Parks

**Minister's Direction Issued Pursuant to Section 21.3 of the *Conservation Authorities Act*  
(this "Direction")**

**WHEREAS** section 21.2 of the *Conservation Authorities Act*, in effect on January 1, 2023, permits a Conservation Authority to charge a fee for a program or service if the program or service is included in the Minister's list of classes of programs and services in respect of which a Conservation Authority may charge a fee;

**AND WHEREAS** subsections 21.2 (6) and 21.2 (7) of the *Conservation Authorities Act* provide that a Conservation Authority shall adopt a written fee policy that includes a fee schedule listing the programs and services that it provides in respect of which it charges a fee, and the amount of the fee charged for each program or service or the manner in which the fee is determined (a "**Fee Schedule**");

**AND WHEREAS** subsection 21.2 (10) of the *Conservation Authorities Act* provides that a Conservation Authority may make a change to the list of fees set out in the fee schedule or to the amount of any fee or the manner in which a fee is determined, provided the authority shall give notice of the proposed change to the public in a manner it considers appropriate;

**AND WHEREAS** section 21.3 of the *Conservation Authorities Act* provides the Minister with the authority to give a written direction to an authority directing it not to change the amount of any fee it charges under subsection 21.2 (10), in respect of a program or service set out in the list referred to in subsection 21.2 (2), for the period specified in the direction;

**NOW THEREFORE** pursuant to the authority of the Minister of Natural Resources and Forestry under section 21.3, the Conservation Authorities set out under Appendix "A" of this Direction (the "**Conservation Authorities**" or each, a "**Conservation Authority**") are hereby directed as follows:

**Fee Changes Prohibition**

1. Commencing on the Effective Date and for the duration of the Term of this Direction, a Conservation Authority is prohibited from making a change under subsection 21.2 (10) of the *Conservation Authorities Act* to the amount of any fee or the manner in which a fee is determined in its fee schedule if such a change would have the effect of changing the fee amount for the programs and services described in paragraphs 2 and 3 of this Direction.

**Program and Service Fees Impacted**

2. This Direction applies to any fee set out in the Fee Schedule of a Conservation Authority, including without limitation fees for any mandatory program or service (Category 1), municipal program or service (Category 2), or Conservation Authority recommended program or service (Category 3) related to reviewing and commenting on

planning and development related proposals, applications, or land use planning policies, or for Conservation Authority permitting.

3. For greater certainty, this Direction applies to any fees in respect of the following programs or services provided under the Mandatory Programs and Services regulation (O. Reg. 686/21):
  - a. Section 6: programs and services related to reviewing applications and proposals under the *Aggregate Resources Act*, *Drainage Act*, *Environmental Assessment Act*, and the *Niagara Escarpment Planning and Development Act*, for the purpose of commenting on the risks related to natural hazards arising from the proposal,
  - b. Section 7: programs and services related to ensuring that decisions under the *Planning Act* are consistent with the natural hazards policies in the policy statements issued under section 3 of the *Planning Act* and are in conformance with any natural hazard policies included in a provincial plan as defined in section 1 of that Act,
  - c. Section 8: programs and services related to Conservation Authority duties, functions, and responsibilities to administer and enforce section 28 and its regulations, section 28.0.1, and section 30.1 of the *Conservation Authorities Act*,
  - d. Paragraph 4 of subsection 13 (3): programs and services related to reviewing and commenting on any proposal made under another Act for the purpose of determining whether the proposal relates to a significant drinking water threat or may impact any drinking water sources protected by a source protection plan, and
  - e. Subparagraph 4 iv of section 15: programs and services related to reviewing and commenting on proposals made under other Acts for the purpose of determining the proposal's impact on the Lake Simcoe Protection Plan and the Lake Simcoe watershed.

#### **Application**

4. This Direction, applies to all Conservation Authorities in Ontario, listed in Appendix "A" to this Direction.
5. For greater certainty, this Direction also applies to the Conservation Authorities listed in Appendix "A" to this Direction when such Conservation Authorities are meeting as a source protection authority under the *Clean Water Act, 2006*.

#### **Effective Date and Term**

6. This Direction is effective from January 1, 2023 (the "**Effective Date**").
7. The term of this Direction is the period from the Effective Date to December 31, 2023 (the "**Term**").

**Amendments**

8. This Direction may be amended in writing from time to time at the sole discretion of the Minister.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
as represented by the  
Minister of Natural Resources and Forestry**



The Honourable Graydon Smith  
Minister of Natural Resources and Forestry  
December 28, 2022

**APPENDIX A**

**LIST OF CONSERVATION AUTHORITIES TO WHICH THE DIRECTION APPLIES**

**Ausable Bayfield CA**

R.R. #3  
71108 Morrison Line  
Exeter ON N0M 1S5  
Brian Horner  
bhorner@abca.on.ca

**Cataraqui Region CA**

Box 160  
1641 Perth Road  
Glenburnie ON K0H 1S0  
Katrina Furlanetto  
kfurlanetto@crca.ca

**Catfish Creek CA**

R.R. #5  
8079 Springwater Road  
Aylmer ON N5H 2R4  
Dusty Underhill  
generalmanager@catfishcreek.ca

**Central Lake Ontario CA**

100 Whiting Avenue  
Oshawa ON L1H 3T3  
Chris Darling  
cdarling@cloca.com

**Credit Valley CA**

1255 Old Derry Rd  
Mississauga ON L5N 6R4  
Quentin Hanchard  
quentin.hancard@cvc.ca

**Crowe Valley CA**

Box 416  
70 Hughes Lane  
Marmora ON K0K 2M0  
Tim Pidduck  
tim.pidduck@crowevalley.com

**Essex Region CA**

Suite 311  
360 Fairview Ave West  
Essex ON N8M 1Y6

Attachment A

Tim Byrne  
[tbyrne@erca.org](mailto:tbyrne@erca.org)

**Ganaraska Region CA**  
Box 328  
2216 County Road 28  
Port Hope ON L1A 3V8  
Linda Laliberte  
[llaliberte@grca.on.ca](mailto:llaliberte@grca.on.ca)

**Grand River CA**  
Box 729  
400 Clyde Road  
Cambridge ON N1R 5W6  
Samantha Lawson  
[slawson@grandriver.ca](mailto:slawson@grandriver.ca)

**Grey Sauble CA**  
R.R. #4  
237897 Inglis Falls Road  
Owen Sound ON N4K 5N6  
Tim Lanthier  
[t.lanthier@greysauble.on.ca](mailto:t.lanthier@greysauble.on.ca)

**Halton Region CA**  
2596 Britannia Road West  
Burlington ON L7P 0G3  
Hassaan Basit  
[hbasit@hrca.on.ca](mailto:hbasit@hrca.on.ca)

**Hamilton Region CA**  
P.O. Box 81067  
838 Mineral Springs Road  
Ancaster ON L9G 4X1  
Lisa Burnside  
[lisa.burnside@conservationhamilton.ca](mailto:lisa.burnside@conservationhamilton.ca)

**Kawartha Region CA**  
277 Kenrei (Park) Road  
Lindsay ON K9V 4R1  
Mark Majchrowski  
mmajchrowski@kawarthaconservation.com

**Kettle Creek CA**  
R.R. #8  
44015 Ferguson Line  
St. Thomas ON N5P 3T3  
Elizabeth VanHooren  
elizabeth@kettlecreekconservation.on.ca

**Lake Simcoe Region CA**  
Box 282  
120 Bayview Parkway  
Newmarket ON L3Y 3W3  
Rob Baldwin  
r.baldwin@lsrca.on.ca

**Lakehead Region CA**  
Box 10427  
130 Conservation Road  
Thunder Bay ON P7B 6T8  
Tammy Cook  
tammy@lakeheadca.com

**Long Point Region CA**  
4 Elm Street  
Tillsonburg ON N4G 0C4  
Judy Maxwell  
jmaxwell@lprca.on.ca

**Lower Thames Valley CA**  
100 Thames Street  
Chatham ON N7L 2Y8  
Mark Peacock  
mark.peacock@ltvca.ca

**Lower Trent Region CA**  
R.R. #1  
714 Murray Street  
Trenton ON K8V 5P4  
Rhonda Bateman  
rhonda.bateman@lrc.on.ca

**Maitland Valley CA**  
Box 127

Attachment A

1093 Marietta Street  
Wroxeter ON N0G 2X0  
Phil Beard  
pbeard@mvca.on.ca

**Mattagami Region CA**  
100 Lakeshore Road  
Timmins ON P4N 8R5  
David Vallier  
david.vallier@timmins.ca

**Mississippi Valley CA**  
10970 Highway 7  
Carleton Place ON K7C 3P1  
Sally McIntyre  
smcintyre@mvc.on.ca

**Niagara Peninsula CA**  
250 Thorold Road West, 3rd Floor  
Welland ON L3C 3W2  
Chandra Sharma  
csharma@npca.ca

**Nickel District CA**  
199 Larch St  
Suite 401  
Sudbury ON P3E 5P9  
Carl Jorgensen  
carl.jorgensen@conservationsudbury.ca

**North Bay-Mattawa CA**  
15 Janey Avenue  
North Bay ON P1C 1N1  
Chitra Gowda  
chitra.gowda@nbmca.ca

**Nottawasaga Valley CA**  
8195 Line 8  
Utopia ON L0M 1T0  
Doug Hevenor  
dhevenor@nvca.on.ca



**Otonabee Region CA**

250 Milroy Drive  
Peterborough ON K9H 7M9  
Janette Loveys Smith  
[jsmith@otonabeeconservation.com](mailto:jsmith@otonabeeconservation.com)

**Quinte CA**

R.R. #2  
2061 Old Highway #2  
Belleville ON K8N 4Z2  
Brad McNevin  
[bmcnevin@quinteconservation.ca](mailto:bmcnevin@quinteconservation.ca)

**Raisin Region CA**

PO Box 429  
18045 County Road 2  
Cornwall ON K6H 5T2  
Richard Pilon  
[richard.pilon@rrca.on.ca](mailto:richard.pilon@rrca.on.ca)

**Rideau Valley CA**

Box 599  
3889 Rideau Valley Dr.  
Manotick ON K4M 1A5  
Sommer Casgrain-Robertson  
[sommer.casgrain-robertson@rvca.ca](mailto:sommer.casgrain-robertson@rvca.ca)

**Saugeen Valley CA**

R.R. #1  
1078 Bruce Road #12, Box #150  
Formosa ON N0G 1W0  
Jennifer Stephens  
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**Sault Ste. Marie Region CA**

1100 Fifth Line East  
Sault Ste. Marie ON P6A 6J8  
Corrina Barrett  
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**South Nation River CA**

38 Victoria Street  
P.O. Box 29  
Finch ON K0C 1K0  
Angela Coleman  
[acoleman@nation.on.ca](mailto:acoleman@nation.on.ca)

**St. Clair Region CA**

205 Mill Pond Crescent

Attachment A

Strathroy ON N7G 3P9  
Ken Phillips  
[kphillips@scrca.on.ca](mailto:kphillips@scrca.on.ca)

**Toronto and Region CA**  
101 Exchange Avenue  
Vaughan ON L4K 5R6  
John MacKenzie  
[john.mackenzie@trca.ca](mailto:john.mackenzie@trca.ca)

**Upper Thames River CA**  
1424 Clarke Road  
London ON N5V 5B9  
Tracey Annett  
[annett@thamesriver.on.ca](mailto:annett@thamesriver.on.ca)

Ministry of Natural Resources and Forestry

Resources Planning and Development  
Policy Branch  
Policy Division  
300 Water Street  
Peterborough, ON K9J 3C7

Ministère des Richesses naturelles et des Forêts

Direction des politiques de planification et d'exploitation des ressources  
Division de l'élaboration des politiques  
300, rue Water  
Peterborough (Ontario) K9J 3C7

**To:** Conservation authorities and participating municipalities, Conservation Ontario and the Association of Municipalities of Ontario

**From:** Jennifer Keyes, Director

**Date:** December 28, 2022

**Subject:** Legislative and regulation changes affecting conservation authorities

Good afternoon,

I am writing to provide you with information on amendments to the *Conservation Authorities Act* made as part of the *More Homes Built Faster Act, 2022*, as well as two regulations that have been approved by the province in support of Ontario's Housing Supply Action Plan, both of which will come into effect on January 1, 2023. In addition, the Minister of Natural Resources and Forestry has issued a direction regarding fees that will be distributed separately from this letter. A notice will be posted to the Environmental Registry of Ontario (ERO) in the coming weeks regarding these decisions.

### Legislative Amendments

As you are likely aware, the *More Homes Built Faster Act, 2022* was passed this Fall, receiving Royal Assent on November 28, 2022. Several changes were made to the *Conservation Authorities Act* that are intended to further focus conservation authorities on their core mandate, support faster and less costly approvals, streamline conservation authority processes, and help make land suitable for housing available for development.

Notably, one part of the *More Home Built Faster Act, 2022* which came into effect upon Royal Assent were changes to Section 28.0.1 of the *Conservation Authorities Act*, which include provisions to require a conservation authority to issue a permission or permit where a Minister's Zoning Order has been made under section 47 of the *Planning Act*. This section was amended to also apply to orders made under section 34.1 of the *Planning Act*, otherwise known as the "community infrastructure and housing accelerator" tool, in addition to some other minor changes.

Other changes, which will come into effect on January 1, 2023, include:

- Updates to Section 21 of the Act so that a disposition of land in respect of which the Minister has made a grant under section 39 requires authorities to provide a notice of the proposed disposition to the Minister instead of requiring the Minister's approval. Authorities will also be required to conduct public consultations before disposing of lands that meet certain criteria.
- Sections 21.1.1 and 21.1.2 of the Act which provide that authorities may not provide a program or service related to reviewing and commenting on proposals, applications, or other matters under prescribed Acts.
- A new section 21.3 that enables the Minister to issue temporary direction to a conservation authority preventing the authority from changing the amount of a fee it charges under subsection 21.2 (10) of the Act.

Remaining legislative changes regarding conservation authority development regulations will not come into effect until proclaimed, following the creation of a new Minister's regulation with supporting regulatory details. This regulation is currently being consulted on until December 30<sup>th</sup> on the ERO, #019-2927: Proposed updates to the regulation of development for the protection of people and property from natural hazards in Ontario.

### **New Regulatory Requirements**

Following the passing of these legislative amendments, the government has proceeded with making two regulations, both of which will come into effect on January 1, 2023.

Amendments were made to Ontario Regulation 686/21: Mandatory Programs and Services to require conservation authorities to identify conservation authority lands suitable for housing. This requirement is part of the preparation of the land inventory required to be completed by conservation authorities by December 31, 2024, and certain considerations for identifying whether or not lands are suitable for housing are listed.

A new Minister's regulation (Ontario Regulation 596/22: Prescribed Acts – Subsections 21.1.1 (1.1) and 21.1.2 (1.1) of the Act) was also made to focus conservation authorities' role when reviewing and commenting on proposals, applications, or other matters related to development and land use planning. Under this regulation, conservation authorities are no longer able to provide a municipal (Category 2) or other (Category 3) program or service related to reviewing and commenting on a proposal, application, or other matter made under the following Acts:

- *The Aggregate Resources Act*
- *The Condominium Act, 1998*
- *The Drainage Act*
- *The Endangered Species Act, 2007*
- *The Environmental Assessment Act*
- *The Environmental Protection Act*
- *The Niagara Escarpment Planning and Development Act*
- *The Ontario Heritage Act*
- *The Ontario Water Resources Act*
- *The Planning Act*

This regulation does not affect conservation authorities' provision of mandatory programs or services (Category 1) related to reviewing and commenting on a proposal, application, or other matter made under those Acts.

An administrative update to the "Determination of Amounts Owing Under Subsection 27.2 (2) of the Act" regulation (O. Reg. 401/22) was also made to update the methods of determining amounts owed by specified municipalities for operating expenses and capital costs related to mandatory the *Clean Water Act, 2006* and *Lake Simcoe Protection Act, 2008* programs and services to enable use of a benefit-based apportionment method.

I appreciate that with these most recent amendments, along with changes made over the last number of years, this is a time of significant transition for conservation authorities and their member municipalities. Throughout this time, conservation authorities have continued to deliver on their important roles in protecting people and property from natural hazards, conserving and managing lands, and drinking water source protection.

The ongoing efforts of conservation authorities to implement these changes is acknowledged, including initiatives led by conservation authorities and Conservation Ontario that have contributed to the Government's objectives of improving accountability and transparency and supporting timely development approvals to help address Ontario's housing supply crisis.

If you have any questions, please reach out to the Ministry of Natural Resources and Forestry at [ca.office@ontario.ca](mailto:ca.office@ontario.ca). I look forward to working with you in the coming year.

Sincerely,



Jennifer Keyes

Director, Resources Planning and Development Policy Branch  
Ministry of Natural Resources and Forestry



## Grand River Conservation Authority

Summary of the General Membership General Meeting –December 16, 2022

\*November 25 meeting was cancelled.

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:

- Report of the Ad-hoc CA Act Committee Meeting - November 10, 2022
- GM-11-22-91 - Chair's Report of the Audit Committee
- GM-11-22-95 - Financial Summary – October
- GM-12-22-102 - Financial Summary - November
- GM-11-22-92 - 2023 Board Meeting Schedule
- GM-11-22-89 - Reserves Report 2022

### Information Items

The Board received the following reports as information:

- GM-12-22-103 - ERO Posting 019-6161 - Conserving Ontario's Natural Heritage
- GM-12-22-104 - ERO Posting 019-6177 - A Place to Grow and Provincial Policy Statement
- GM-12-22-105 - ERO Posting 019-2927 - Proposed updates to the Regulation of Development
- GM-12-22-99 - Progress Report #3 - Ontario Regulation 687/21
- GM-12-22-100 - Inventory of Programs and Services Update
- GM-12-22-98 - GRCA Fee Policy
- GM-12-22-101 - Budget 2023 Notification Letter to Member Municipalities
- GM-11-22-86 - Cash and Investment Status – October
- GM-12-22-96 - Cash and Investment Status – November
- GM-11-22-93 - 2023 Complimentary GRCA Membership Passes
- GM-12-22-97 - Revised - Shade's Mills Backflow Preventer
- GM-11-22-94 - Current Watershed Conditions
- GM-12-22-106 - Grand River Watershed Flood Notification System

### Correspondence

The Board received the following correspondence:

- Hamilton City Council - Conservation Authority Board Composition
- Brant Waterways Foundation - Impacts of Bill 23
- City of Guelph Council - Analysis of Bill 109 and Bill 23

### Source Protection Authority

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

### Action Items

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

- SPA-12-22-01 - Source Protection Committee Representative Appointments

For full information, please refer to the [December 16 Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The draft minutes of this meeting will be posted on our online calendar within 30 days of the meeting date, in accordance with the Conservation Authorities Act.

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'.



## MINUTES

### MULMUR-MELANCTHON FIRE BOARD

Thursday, August 25, 2022 at 7:00 p.m.

**Present:** David Besley, Chair – Melancthon Township  
Earl Hawkins, Vice Chair – Mulmur Township  
Patty Clark – Mulmur Township  
Darren White – Melancthon Township  
Mathew Waterfield – Fire Chief  
Everhard Olivieri-Munroe – Deputy Fire Chief  
Heather Boston – Secretary

1. **Call to Order** – meeting was called to order by the Chair at 7:01 pm
2. **Land Acknowledgement**

We begin this meeting by acknowledging that we are meeting upon the traditional Indigenous lands of the Tionontati (Petun) and Treaty 18 territory of the Anishinaabe peoples. We recognize and deeply appreciate their historic connection to this place and we also recognize the contributions Indigenous peoples have made, both in shaping and strengthening our community, province and country as a whole.

3. **Approval of the Agenda**

**Motion by: Clark/Hawkins**

THAT the August 25, 2022, agenda for the Mulmur-Melancthon Fire Board be approved as amended.

**CARRIED.**

4. **Approval of Previous Meeting's Minutes**

**Motion by: Hawkins/Clark**

THAT the Minutes of the Mulmur-Melancthon Fire Board dated July 21, 2022, be approved as copied and circulated.

**CARRIED.**

5. **Declaration of Pecuniary Interest**

Chair Besley stated that if any member of the Board had a pecuniary interest, they could declare the nature thereof now or at any time during the meeting.

No Declarations of Pecuniary interest were stated at this time.

## 6. Treasury

### a) Accounts

**Motion by: Hawkins/Clark**

THAT the operating accounts as presented in the amount of \$6,390.30 be approved.

**CARRIED.**

### b) Furnace Replacement

Darren White joined the meeting at 7:13 pm

**Motion by: Hawkins/White**

THAT the Board direct the Fire Chief to obtain three quotes

AND THAT the Chair and Fire Chief will select and purchase a new furnace and air conditioner at their discretion

AND FURTHER THAT the cost will be funded through capital reserves.

**CARRIED.**

## 7. Administration

### a) Fire Chief General Update

- Three members participated in a firefighter competition in Oshawa
- Fire Learning Management System has come online and slowing implementing and will be fully rolled out by the fall

## 8. Information Items - None

## 9. Adjournment

**Motion by: Clark/Hawkins**

THAT we do now adjourn at 7:23 pm to meet again on September 20, 2022, at 7:00 pm or at the call of the Chair.

**CARRIED.**

---

**Chair**

---

**Secretary**





## **SHELBURNE & DISTRICT FIRE BOARD**

November 1, 2022

The Shelburne & District Fire Department **Board of Management** meeting was held in person at 114 O'Flynn Street and electronically (Zoom ID 879 2382 8348) on the above mentioned date at 7:00 P.M.

### **Present**

As per attendance record.

### 1. **Opening of Meeting**

1.1 Chair, Walter Benotto, called meeting to order at 7:06 pm.

### 2. **Additions or Deletions**

#### **Resolution # 1**

Moved by S. Hall – Seconded by S. Martin

BE IT RESOLVED THAT:

The following item be added to the agenda:

9.4 Procurement Committee

**Carried**

### 3. **Approval of Agenda**

#### 3.1 **Resolution # 2**

Moved by F. Nix – Seconded by S. Martin

BE IT RESOLVED THAT:

The Board of Management approves the agenda as amended.

**Carried**

### 3.2 **Land Acknowledgement**

We would like to begin by respectfully acknowledging that the Town of Shelburne resides within the traditional territory and ancestral lands of the Anishinaabe, including the Ojibway, Potawatomi, Chippewa and the People of the Three Fires Confederacy.

These traditional territories upon which we live, work, play and learn are steeped in rich Indigenous history and traditions. It is with this statement that we declare to honour and respect the past and present connection of Indigenous peoples with this land, its waterways and resources.

We encourage residents to review the call-to-action information by visiting the following website to further research and educate oneself:  
<https://dccrc.ca/educationsal-links/>

### 4. **Approval of Minutes**

#### 4.1 **Resolution # 3**

Moved by J. Horner – Seconded by B. Neilson

#### **BE IT RESOLVED THAT:**

The Board of Management adopt the minutes under the date of September 6, 2022 as circulated.

**Carried**

### 5. **Pecuniary Interest**

5.1 No pecuniary interest declared.

### 6. **Public Question Period**

6.1 No questions.

### 7. **Delegations / Deputations**

7.1 No delegations.

### 8. **Unfinished Business**

8.1 None.

9. **New Business**

9.1 **Attendance Policy**

**Resolution # 4**

Moved by H. Foster – Seconded by E. Hawkins

BE IT RESOLVED THAT:

The Shelburne & District Fire Board of Management adopts the Attendance Policy;

AND THAT the Policy become effective January 1, 2023.

**Carried**

9.2 **Recognition Policy**

**Resolution # 5**

Moved by G. Little – Seconded by F. Nix

BE IT RESOLVED THAT:

The Shelburne & District Fire Board of Management adopts the Recognition Policy;

AND THAT this Policy become effective January 1, 2023.

**Carried**

9.3 **Closed Session**

**Resolution # 6**

Moved by S. Martin – Seconded by J. Horner

BE IT RESOLVED THAT:

The Shelburne & District Fire Board do now go “in camera” to discuss the following:

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

**Carried**

**Resolution # 7**

Moved by S. Martin – Seconded by B. Neilson

BE IT RESOLVED THAT:

We do now rise and report progress at 7:38p.m.

**Carried**

**Resolution # 8**

Moved by S. Martin – Seconded by F. Nix

BE IT RESOLVED THAT:

The HR Sub-committee be authorized to proceed with HR issues.

**Carried**

## 9.4 Procurement Committee

**Resolution # 9**

Moved by S. Hall – Seconded by J. Horner

BE IT RESOLVED THAT:

The Shelburne & District Fire Board of Management agrees to the creation of a Procurement Committee consisting of four (4) Board members.

**Carried**

10. **Chief's Report**10.1 **Monthly Reports (September & October 2022)**

There was a total of 23 incidents for the month of September and a total of 39 incidents for the month of October.

10.2 **Update from the Fire Chief**

The Chief advised that there were 4 inspections completed.

Multiple Fire Prevention Week activities such as a Home Escape Plan contest with the local 4 Elementary Schools, partnered with Dominos pizza for home smoke alarm inspections and Open House on October 15<sup>th</sup> that was well attended by the public and firefighters.

Received a \$5000.00 grant from Project Assist and applied for the OFM Firefighter Certification funding grant.

11. **Future Business:**

11.1 Firefighter Wage Review

12. **Accounts & Payroll – September & October 2022**

12.1 **Resolution # 10**

Moved by S. Martin – Seconded by S. Hall

**BE IT RESOLVED THAT:**

The bills and accounts in the amount of \$82,084.09 for the period of September 1, 2022 to October 28, 2022 as presented and attached be approved for payment.

**Carried**

14. **Confirming and Adjournment**

14.1 **Resolution # 11**

Moved by E. Hawkins – Seconded by B. Neilson

**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**

14.2 **Resolution # 8**

Moved by G. Little – Seconded by E. Hawkins

**BE IT RESOLVED THAT:**

The Board of Management do now adjourn at 7:54 pm to meet again on January 3, 2023 at 7:00 pm or at the call of the Chair.

**Carried**

**The Chair thanked Sharon Martin, Heather Foster and Margaret Mercer (absent) for their time working on the Shelburne & District Fire Board of Management and wished them the best in their future endeavours.**

Respectfully submitted by:

Approved:

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Nicole Hill  
Secretary-Treasurer

---

Walter Benotto  
Chairperson

## SHELBURNE & DISTRICT FIRE BOARD MEMBERS

Meeting Attendance Record Under Date of November 1, 2022

Municipality / Member	Present	Absent
<b>Township of Amaranth</b>		
Heather Foster	X (v)	
Gail Little	X	
<b>Town of Mono</b>		
Sharon Martin	X	
Fred Nix	X	
<b>Township of Melancthon</b>		
Bill Neilson	X (v)	
Margaret Mercer		X
<b>Town of Shelburne</b>		
Walter Benotto	X	
Shane Hall	X	
<b>Township of Mulmur</b>		
Earl Hawkins	X (v)	
Janet Horner	X (v)	
<b>Staff</b>		
Ralph Snyder – Fire Chief	X	
Jeff Clayton – Deputy Chief	X	
Nicole Hill – Sec/Treas.	X	



## **SHELburne & DISTRICT FIRE BOARD**

November 9, 2022

The Shelburne & District Fire Department **Board of Management** special meeting was held electronically (Zoom ID 886 6948 4469) on the above mentioned date at 6:00 P.M.

### **Present**

As per attendance record.

#### 1. **Opening of Meeting**

1.1 Chair, Walter Benotto, called meeting to order at 5:59 pm.

#### 2. **Additions or Deletions**

None.

#### 3. **Approval of Agenda**

##### 3.1 **Resolution # 1**

Moved by F. Nix – Seconded by E. Hawkins

#### **BE IT RESOLVED THAT:**

The Board of Management approves the agenda as presented.

**Carried**

#### 4. **Pecuniary Interest**

4.1 No pecuniary interest declared.



5. **Unfinished Business**

5.1 Closed Session

**Resolution # 2**

Moved by S. Hall – Seconded by G. Little

BE IT RESOLVED THAT:

The Shelburne & District Fire Board do now go “in camera” to discuss the following:

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

AND advice that is subject to solicitor – client privilege, including communications necessary for that purpose.

**Carried**

**Resolution # 3**

Moved by B. Neilson – Seconded by J. Horner

BE IT RESOLVED THAT:

We do now rise and report progress at 6:25 p.m.

**Carried**

**Resolution # 4**

Moved by G. Little – Seconded by B. Neilson

BE IT RESOLVED THAT:

Staff be directed to carry out the legal direction provided to the Board.

**Carried**

6. **Confirming and Adjournment**

6.1 **Resolution # 5**

Moved by E. Hawkins – Seconded by B. Neilson

**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**

6.2 **Resolution # 6**

Moved by F. Nix – Seconded by S. Hall

**BE IT RESOLVED THAT:**

The Board of Management do now adjourn at 6:25 pm to meet again on January 3, 2023 at 7:00 pm or at the call of the Chair.

**Carried**

Respectfully submitted by:

Approved:

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Nicole Hill  
Secretary-Treasurer

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Walter Benotto  
Chairperson

## SHELBURNE & DISTRICT FIRE BOARD MEMBERS

Meeting Attendance Record Under Date of November 9, 2022
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Municipality / Member	Present	Absent
<b>Township of Amaranth</b>		
Heather Foster		X
Gail Little	X	
<b>Town of Mono</b>		
Sharon Martin		X
Fred Nix	X	
<b>Township of Melancthon</b>		
Bill Neilson	X	
Margaret Mercer		X
<b>Town of Shelburne</b>		
Walter Benotto	X	
Shane Hall	X	
<b>Township of Mulmur</b>		
Earl Hawkins	X	
Janet Horner	X	
<b>Staff</b>		
Ralph Snyder – Fire Chief		X
Jeff Clayton – Deputy Chief		X
Nicole Hill – Sec/Treas.	X	

**Denise Holmes**

---

**From:** OCIF (MOI) <OCIF@ontario.ca>  
**Sent:** Friday, December 9, 2022 10:04 AM  
**To:** Denise Holmes  
**Cc:** Sarah Culshaw; Akumu, Molly (MOI)  
**Subject:** 2023 OCIF Allocation Notice  
**Attachments:** 2023 AN Melancthon Ltr.pdf; 2023 AN Melancthon.pdf

Denise Holmes, CAO/Clerk  
dholmes@melancthontownship.ca  
Township of Melancthon  
File #OCIF FC2-M-0233

Dear OCIF Recipient,

Please see the attached important information regarding your 2023 Ontario Community Infrastructure Fund Formula Component funding.

If you have any questions, please do not hesitate to contact your project analyst.

Thank you for your assistance,  
The OCIF Team

\*\*\*\*\*

Madame,  
Monsieur,

Veillez trouver ci-joint des renseignements importants au sujet de vos subventions de 2023 du Volet des subventions fondées sur une formule du Fonds ontarien pour l'infrastructure communautaire.

Si vous avez des questions, n'hésitez pas à communiquer avec votre analyste de projet.

Nous vous remercions de votre aide.  
L'équipe du FOIC

Ministry of Infrastructure

Ministère de l'Infrastructure

777 Bay Street, 4<sup>th</sup> Floor, Suite 425  
Toronto, Ontario M5G 2E5

777, rue Bay, 4 étage, Suite 425  
Toronto (Ontario) M5G 2E5



December 2022

File #: OCIF FC2-M-0233

Denise Holmes, CAO/Clerk  
Township of Melancthon  
157101 Highway 10, RR 6  
Melancthon, Ontario  
L9V 2E6

Dear Denise Holmes:

**RE: Ontario Community Infrastructure Fund Formula-Based Component Agreement Between His Majesty the King in Right of Ontario and The Corporation of the Township of Melancthon effective November 09, 2016 (the "Agreement")**

**IMPORTANT - This enclosed funding allocation should be kept confidential and should not be shared in any public forums (except for your municipal council) or communicated to the media. The Province will provide information and a date when the funding for all municipalities will be publicly communicated.**

Pursuant to section F1.2 of the Agreement, enclosed please find an Allocation Notice which sets out the amount of Funds the municipality named in the subject line of this letter is eligible to receive under the Agreement in the 2023 Funding Year. Subject to the terms and conditions of the Agreement, the Province will provide the Funds in accordance with section F2.1 of the Agreement. Capitalized terms used but not defined in this letter and the Revised Allocation Notice have the meanings ascribed to them in the Agreement.

Staff will be contacting you in the near future on reporting required to meet the conditions of the Agreement in respect of the amount of Funds received in 2022.

2023 Ontario Community Infrastructure Fund (OCIF) Formula Funding:

As noted in your 2022 allocation notice (last year's notice), starting with the 2023 allocations, the formula is being calculated using forward-looking Current Replacement Values (CRVs) and CRV estimates to approximate requirements to maintain municipal core infrastructure assets, instead of closing cost balance values from the Financial Information Return.

To fill in any gaps in cases where CRVs for OCIF eligible core infrastructure are not included in a municipality's asset management plan, or not complete, the Ministry is using its own CRV estimates for those assets.

A smoothing mechanism has been implemented to generally limit year-over-year changes in funding within  $\pm 15$  percent of the 2022 allocations.

From 2024 and onwards, the Ministry of Infrastructure will continue to explore opportunities to improve data collection methods for CRVs and other data from asset management plans, and to minimize administrative burden. CRVs will be used to inform future OCIF allocations, and data from asset management plans will be used to gain insights on municipalities' level of asset management investments and the state of good repair across core infrastructure.

These changes will address eligible communities' needs to renew and rehabilitate their core infrastructure and better support small and medium sized municipalities. The implementation of the changes to OCIF ensure that funding is targeted to address core infrastructure needs while also providing stability and certainty.

Should you have any questions regarding the above, please do not hesitate to contact your Project Analyst, Molly Akumu, directly at 226-971-3266 or via email at [molly.akumu@ontario.ca](mailto:molly.akumu@ontario.ca).

Sincerely,

Trevor Fleck  
Director, Infrastructure Program Design Branch

Attachment: Revised Allocation Notice – 2023 Funding Year



Ontario Community Infrastructure Fund (OCIF)

**Revised Allocation Notice**

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Ministry of Infrastructure

The Corporation of the Township of Melancthon

December 2022

*Disponible en français*

## **Ontario Community Infrastructure Fund (OCIF)**

### **Revised Allocation Notice**

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#### **The Corporation of the Township of Melancthon**

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#### **2023 OCIF Funding**

The amount of Funds the municipality named on this Revised Allocation Notice is eligible to receive under the Agreement in the 2023 Funding Year is as follows:

2023 formula allocation	<b>\$100,000</b>
2022 formula allocation	<b>\$108,537</b>

Previous years' OCIF allocations can be found at: [Ontario Community Infrastructure Fund recipients - Datasets - Ontario Data Catalogue](#)

#### **Terms and Conditions**

The provision of Funds to the Recipient are subject to the terms and conditions of the Agreement.

#### **OCIF Financial Reporting Requirements**

In addition to the other reporting noted in the Agreement (e.g., submission to Ministry of Municipal Affairs and Housing of the 2021 Financial Information Return, etc.), recipients are required to report on funding twice each year; providing information on how program funding is or will be used; and again at year-end on how funding was actually used.

In the spring, generally in April, prior to the start of the construction season, an **initial report** providing information on planned/proposed projects in which OCIF funding will be used/utilized should be submitted. The initial report is then later updated, to become a **final report for the year**, with actual annual expenditures and is to include a status update indicating whether each project is still in progress or completed. The final report is expected to be submitted starting the following January when interest earned amounts become available from financial institutions.

Standard reporting forms will be sent out close to each reporting timeline.

#### **Payments**

Subject to the submission and acceptance of all required financial reporting, the Province will make payments in accordance with the following schedule:

- Allocations of \$150,000 or less will be provided in one payment;
- Allocations greater than \$150,000 but less than \$1 million will be provided through six payments; and
- Allocations greater than \$1 million will be provided through twelve payments.



## Denise Holmes

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**From:** Michelle Dunne <mdunne@dufferincounty.ca>  
**Sent:** Friday, December 9, 2022 7:37 AM  
**To:** Nicole Martin; Jessica Kennedy; Susan Stone; Meghan Townsend; Denise Holmes; Tracey Atkinson ; Fred Simpson; Jennifer Willoughby; Carolina Khan  
**Subject:** 2023 Warden and Committee Chairs

Good morning,

Last night at Council, after the swearing in ceremony, Shelburne Mayor, Wade Mills, was acclaimed as the 2022/2023 Head of Council (Warden).

Council also appointed four chairs to head up the standing committees of County Council:

Amaranth Mayor Chris Gerrits was selected as Chair of the Infrastructure and Environmental Services Committee.

The General Government Services Committee will be lead again by Mayor of Mono John Creelman.

Melancthon Mayor Darren White will oversee the Health and Human Services Committee.

Janet Horner, Mayor of Mulmur, will continue as Chair for the Community Development and Tourism Committee.

Have a great weekend!

**Michelle Dunne, Dipl.M.M.|Clerk| Corporate Services**

**County of Dufferin**|Phone: 519-941-2816 Ext. 2504| [mdunne@dufferincounty.ca](mailto:mdunne@dufferincounty.ca) |30 Centre Street, Orangeville, ON L9W 2X1

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## Denise Holmes

---

**From:** James Johnstone <jjohnstone@amaranth.ca>  
**Sent:** Friday, December 9, 2022 4:33 PM  
**To:** lpost@orangeville.ca  
**Cc:** premier@ontario.ca; minister.mah@ontario.ca; Jessica Kennedy; Michelle Dunne; Carolina Khan; Tracey Atkinson; Meghan Townsend; Tracy MacDonald; Jennifer Willoughby; Denise Holmes; Fred Simpson; Roseann Knechtel; Rebecca Whelan; Michelle Hargrave; Susan Stone; Nicole Martin  
**Subject:** RE: Request for Clarification of Letter to Minister of Municipal Affairs and Housing  
**Attachments:** Town of Orangeville Letter (November 30, 2022).pdf; Township of Amaranth Letter (December 9, 2022).pdf

Mayor Post,

The purpose of this email is to request a clarification of your letter (see attached) to the Minister of Municipal Affairs and Housing on November 30, 2022.

At the end of the sixth paragraph you state: *"We ask that the province explore actionable measures and tangible resource deployment to support our efforts to increase our land supply and infrastructure servicing capacity."*

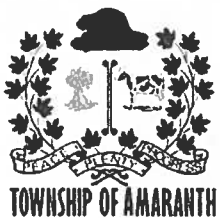
As outlined in the remainder of your letter, I agree that Bill 23 could have many unintended consequences across areas such as asset management and development charges.

However, as stated above, you are also seeking support to increase Orangeville's land supply. Could you please clarify whether you are seeking support to change the municipal boundary of the Town of Orangeville?

As it relates to land supply, I trust you are not seeking support to change the municipal boundary and that a clarification letter will be sent to the Minister and other parties that were cc'd in the original letter in the near future. I have attached my letter in pdf format to this email.

**James Johnstone**

Township Planner | Township of Amaranth  
374028 6th Line | Amaranth | ON | L9W 0M6  
Tel: 519-941-1007 ext. 228 | Fax: 519 - 941-1802



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374028 6TH LINE • AMARANTH ON • L9W 0M6

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December 9, 2022

Mayor Lisa Post  
Town of Orangeville  
87 Broadway Avenue  
Orangeville, ON, L9W 1K1  
Via Email: lpost@orangeville.ca

Dear Mayor Post,

The purpose of this email is to request a clarification of your letter to the Minister of Municipal Affairs and Housing on November 30, 2022.

At the end of the sixth paragraph you state: "We ask that the province explore actionable measures and tangible resource deployment to support our efforts to increase our land supply and infrastructure servicing capacity."

As outlined in the remainder of your letter, I agree that Bill 23 could have many unintended consequences across areas such as asset management and development charges.

However, as stated above, you are also seeking support to increase Orangeville's land supply. Could you please clarify whether you are seeking support to change the municipal boundary of the Town of Orangeville?

As it relates to land supply, I trust you are not seeking support to change the municipal boundary and that a clarification letter will be sent to the Minister and other parties that were cc'd in the original letter in the near future.

Yours truly,

James Johnstone, Township Planner

CC The Honourable Doug Ford, Premier of Ontario  
The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
All County of Dufferin Municipalities

November 30, 2022

**Hon. Steve Clark**  
**Ontario Ministry of Municipal Affairs and Housing**  
**777 Bay Street, 17<sup>th</sup> Floor**  
**Toronto, ON M7A 2J3**  
**Via Email: [minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)**

**Re: Bill 23, More Homes Built Faster Act**

Dear Minister Clark,

Town of Orangeville acknowledges Bill 23, titled the More Homes Built Faster Act, 2022 is part of a long-term strategy to provide attainable housing options for families across Ontario. We at the Town understand that Bill 23 is focused on the provincial government's stated goal of having 1.5 million homes built over the next 10 years and aims to do so by reducing bureaucratic costs and delays in construction. While the Province's goals to resolve the housing crisis in the next decade is ambitious and necessary, it could potentially have unintended long-term financial and planning related consequences on municipalities, such as the Town of Orangeville.

On behalf of the Town of Orangeville Council, I put forward a list of concerns of potential unintended consequences arising from Bill 23:

1. Bill 23 could have a direct impact on the state of good repair mandate rolled out by the province in their recent legislation, O.Reg. 588/17. If growth is no longer paying for growth, that means **we may have to reallocate some of our lifecycle asset management dollars**, as required by the same legislation, towards growth related infrastructure.
2. Although we support the overarching message and intention of Bill 23 as it relates to housing affordability, we do question whether **overall quality of life and affordability of our citizens would be severely impacted due to higher taxes** and user fees. The Town of Orangeville has limited cost-recovery avenues, meaning Bill 23 may require cost-recovery within the recent Asset Management plan, resulting in a more significant infrastructure funding gap. This situation will be further exasperated if specific provisions of Bill 23 dilute our ability to cover infrastructure improvements through Development Charges.
3. Town of Orangeville is a fast-growing community with a comprehensive economic outlook for Industrial and Commercial developments. This could be compromised if we find ourselves having to **levy higher development charges for industrial, commercial and institutional (ICI) developments to mitigate loss of Residential Development Charges**.

4. Under the current climate of impending global inflation, the Town is already struggling to keep its service levels affordable. Without any direct financial incentive from the province such as interest-free loans from Infrastructure Ontario, **we will lose our ability to build capacity for growth in service areas like Water and Wastewater.**
5. Improving residential development efficiencies and costs by limiting the role and scope of Conservation Authorities (CA) in the planning approval process is unclear. Like many municipalities, Orangeville relies on Conservation Authority support to provide guidance on natural hazard avoidance and ecological protection to ensure that the provincial policy framework around these issues is upheld in our planning decisions. **If CAs are removed from this advisory role, we must find alternative means in assuring such policies remain adhered-to.** It is unclear how this would improve approval timing efficiencies or save costs to residential developments. It could inevitably shoulder more costs to development in subsidizing municipal costs and/or consultant peer review support.
6. Orangeville supports the province's objectives of lowering costs and improving efficiency for residential development to deliver more housing to Ontarians; However, like many municipalities, our challenges for facilitating more housing within our community are not simply costs and process inefficiencies for developments. Instead, we are challenged by our limited municipal land availability and servicing capacity constraints. We ask that the province **explore actionable measures and tangible resource deployment to support our efforts to increase our land supply and infrastructure servicing capacity.**

According to the Association of Municipalities of Ontario's (AMO) recent submission to the Steering Committee of Bill 23, it states "The province has offered no evidence that the radical elements of the bill will improve housing affordability. It is more likely that the bill will enhance the profitability of the development industry at the expense of taxpayers and the natural environment." As the frontline level of government, municipalities are also eager to resolve the housing crisis and are the most informed on what is needed to create complete communities that Ontarians want and expect. We ask that the province view us as one of the strategic partners in further refining the More Homes Built Faster Act, and open more robust channels of communication and consultation.

Sincerely,



Lisa Post  
Mayor

CC Doug Ford, Premier of Ontario  
The Honourable Michael Parsa, Associate Minister of Housing  
The Honourable Sylvia Jones, Dufferin-Caledon Member of Provincial Parliament  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities

## Denise Holmes

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**From:** Eowyn Spencer <espencer@grandriver.ca>  
**Sent:** Friday, December 16, 2022 1:20 PM  
**To:** dmilliner@southgate.ca; djones@wellington-north.com; mgivens@pertheast.ca; darryl.lee@brant.ca; bhutchings@brantford.ca; mbaron@mapleton.ca; nmartin@amaranth.ca; blauckner@regionofwaterloo.ca; sstone@eastgarafraxa.ca; Denise Holmes; dwilson@centrewellington.ca; cao@guelph.ca; cao@erin.ca; iroger@get.on.ca; gschwendinger@puslinch.ca; ksnell@northperth.ca; Jane.MacCaskill@halton.ca; Janette.smith@hamilton.ca; mdubon@oxfordcounty.ca; cmanley@haldimandcounty.on.ca; al.meneses@norfolkcounty.ca; clerks@brantford.ca; stephen.o'brien@guelph.ca; clerk@hamilton.ca; clerks@brant.ca; csenior@oxfordcounty.ca; eeichenbaum@haldimandcounty.on.ca; lcline@northperth.ca; teresa.olsen@norfolkcounty.ca; graham.milne@halton.ca; regionalclerk@regionofwaterloo.ca; lisa.campion@erin.ca; mtownsend@townofgrandvalley.ca; nmartin@amaranth.ca; kokane@centrewellington.ca; sstone@eastgarafraxa.ca; aknight@get.on.ca; lwheeler@mapleton.ca; Denise Holmes; acarter@pertheast.ca; admin@puslinch.ca; lgreen@southgate.ca; kwallace@wellington-north.com  
**Subject:** Submission of Grand River CA Progress Report #3 and Inventory of Programs & Services - O.Reg 687/21 under the Conservation Authorities Act  
**Attachments:** GM-12-22-99 - Progress Report 3\_Requirement under OReg 6878\_21.pdf; GM-12-22-100 - Updated Inventory of Programs and Services – Requirement under OReg 687\_21 wCHARTS.pdf

Greetings Grand River watershed participating municipalities:

Please be advised that at the General Meeting held on December 16, 2022, the Grand River Conservation Authority (GRCA) General Membership passed the following two motions:

1. *THAT the update to the Grand River Conservation Authority's Inventory of Programs and Services be approved, circulated to all participating Grand River watershed municipalities, posted on the GRCA website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21.*
2. *THAT Progress Report #1 be approved, circulated to all participating Grand River watershed municipalities, posted on the GRCA website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21.*

The GRCA Inventory of Programs and Services Update, as well as Progress Report #3 are attached for your information. In accordance with O.Reg 687/21 under the *Conservation Authorities Act*, the Inventory will also be [posted on our website](#) and circulated separately as official submission to the Ministry of Natural Resources and Forestry.

Should you have any comments on the update and progress report please reach out directly to [Samantha Lawson](#).

Kind regards,

Eowyn Spencer  
Executive Assistant  
Grand River Conservation Authority

400 Clyde Road, PO Box 729  
Cambridge, ON N1R 5W6  
Office: 519-621-2763 ext. 2240  
Toll-free: 1-866-900-4722

# Grand River Conservation Authority

**Report number:** GM-12-22-99

**Date:** December 16, 2022

**To:** Members of the Grand River Conservation Authority

**Subject:** Progress Report #3- Ontario Regulation 687/21

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## **Recommendation:**

THAT Progress Report #3 be approved, circulated to all participating Grand River watershed municipalities, posted on the Grand River Conservation Authority website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21.

## **Summary:**

Not applicable.

## **Report:**

As a requirement under *Ontario Regulation 687/21*, the Grand River Conservation Authority (GRCA) developed and approved a Transition Plan (December 17, 2021) and Inventory of Programs and Services (February 28, 2022). The Inventory of Programs and Services is based on the three categories identified in the Regulation. These categories include (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

As required under Ontario Regulation 687/21 and identified in GRCA's Transition Plan, the GRCA is providing its Progress Report. Under the Regulation the Progress Reports must include the following;

- Any comments or other feedback submitted by a municipality regarding the inventory
- A summary of any changes that the Authority has made to the inventory to address comments or other feedback- including a copy of the changed inventory and a description of changes
- An update on the progress of negotiations on agreements with participating municipalities
- Any difficulties that the Authority is experiencing that might affect the ability of the Authority to complete the transition plan milestones

## **Progress Report Details**

### 1) Municipal Comments/Feedback:

- At this time, staff have not received any formal comments or concerns from the participating municipalities regarding the Inventory of Programs and Services (dated Feb. 28, 2022).

### 2) Summary of Changes to Inventory of Programs and Services:

- The Inventory of Programs and Services is updated to reflect refinements in Category 2 costs and to update costing related to the draft 2023 Budget.



3) Update on Progress of Negotiations with Participating Municipalities on Category 2 Programs and Services:

- At this time, the GRCA is on track with the schedule identified in the GRCA's Transition Plan.
- GRCA hosted two virtual webinars in October to watershed municipalities on Category 2 programs and services and the proposed next steps for negotiations.
- GRCA staff are working on developing a draft template for the Memorandum of Understanding for Category 2 Programs and Services.
- Meetings are being set for the beginning of January 2023 to start negotiations with participating municipalities for Category 2 Programs and Services
- GRCA staff will continue to work with neighbouring Conservation Authorities (where possible) to help streamline the process of negotiations with shared participating municipalities on Category 2 Programs and Services.

4) Difficulties Reaching Transition Plan Milestones:

- At this time, there have not been any difficulties identified in meeting transition plan milestones.

Once the Progress Report is approved, it will be circulated to all watershed municipalities and the Ministry of Natural Resources and Forestry. The Progress Report will also be posted on GRCA's website for public access.

**Financial Implications:**

Not applicable.

**Other Department Considerations:**

Not applicable.

**Submitted by:**

Samantha Lawson  
Chief Administrative Officer

# Grand River Conservation Authority

**Report number:** GM-12-22-100

**Date:** December 16, 2022

**To:** General Membership of the Grand River Conservation Authority

**Subject:** Updated Inventory of Programs and Services – Requirement under O.Reg.687/21

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## **Recommendation:**

THAT the updated Inventory of Programs and Services be approved, circulated to all participating Grand River watershed municipalities, posted on the Grand River Conservation Authority website, and submitted to the Ministry of Natural Resources and Forestry in accordance with Ontario Regulation 687/21.

## **Summary:**

Not applicable.

## **Report:**

As a requirement under *O.Reg.687/21*, the Grand River Conservation Authority (GRCA) has developed an Inventory of Programs and Services based on the three categories identified in the Regulation. These categories include: (1) Mandatory, (2) Municipally requested, and (3) Other (Authority determines are advisable).

On January 28, 2022 and Feb 25, 2022, draft versions of the Inventory of Programs and Services were presented to the Board. Following Board approval, they were posted on the GRCA website, and circulated to all participating municipalities and the Ministry of Environment, Conservation, and Parks.

An update to Chart B: Inventory of Programs and Services - Costs and Funding Sources has been incorporated into the attached charts.

### Chart A updates:

- a) Revised P&S Inventory item titles as outlined in Table 1 below.
- b) Revised Item #9 and Item #10 descriptions.

### Chart B updates:

- a) Added column for 'Total Expenses' based on draft 2023 budget figures. The percentage revenue distribution figures provided on Chart B represent the estimated revenue distribution for the draft 2023 budget and are subject to change as costs for the inventory change.
- b) Category 2 draft 2023 budget cost figures refined as a result a more in depth analysis of applicable costs and staffing allocations.

### Chart C updates:

- a) Revise P&S Inventory item titles as outlined in Table 1 below.
- b) Revise description of services for Conservation Services-Rural Water Quality Program (RWQP) (also renamed Watershed Services)

Chart D updates:

- a) Revise the name and description of P&S Inventory item 'Conservation Services-Community Events (Outreach)'. Name changed to 'Conservation Services (watershed wide and volunteer engagement)'

TABLE 1 - Summary of Category 2 Changes:

Item #	P&S Inventory Feb 28, 2022	Revised P&S Inventory Jan 1, 2023	Comments
5	Resource Planning-Natural Heritage Management	Renamed: Planning Services (Natural Heritage)	Detailed analysis of staffing allocations and expenses resulted in revised expense amount and this has been incorporated into draft 2023 budget cost calculation. Result is costs were reallocated from Category 1 (Item #4 & #6) to Category 2 (Item #5) and percentage funding distributions revised accordingly.
7	Watershed Resources-Subwatershed Planning	Renamed: Planning Services (Subwatershed Planning)	Detailed analysis of staffing allocations and expenses resulted in revised expense amount and this has been incorporated into draft 2023 budget cost calculation. Result is costs were reallocated from Category 1 (Item #4) to Category 2 (Item #7) and percentage funding distributions revised accordingly.
9	Conservation Services-Rural Water Quality Program (RWQP)	Renamed: Watershed Services	A)Detailed analysis of staffing allocations and expenses resulted in revised expense amount and this has been incorporated into draft 2023 budget cost calculation. B)Activities expanded to include services related to Community Events(Outreach), Water Quality, and Groundwater Services Result is costs were reallocated from Category 1 (Item #4) and Category 3 (Item #10) to Category 2 (Item #9) and percentage funding distributions revised accordingly.
10	Conservation Services-Community Events (Outreach)	10 (a) Conservation Services (non-municipal program areas) 10 (b) Volunteer Engagement	A)Amount previously included was reclassified from Category 3 (Item #10) to Category 2 (Item #9). B)Detailed analysis of staffing identified Category 3 activities resulting in reallocation of expenses from Category 2 (Item #9) to Category 3 (Item #10) and percentage funding distributions revised accordingly.

During the last five years, there have been several factors that have caused significant fluctuations in GRCA's revenues and expenses. Examples include; the impacts of the COVID-19 pandemic, fluctuations in special projects that the GRCA undertakes using external funding, timing of capital projects, reduction of provincial funding, increased costs for supplies/equipment due to shortages, staff restructuring, and rising inflation rates. Coupled with this, the GRCA has a high level of growth and development within the watershed and corresponding demand for GRCA programs and services. The costs presented in the updated Inventory include costs based on the draft #1 2023 budget. The draft 2023 budget is considered to provide a more accurate estimate of the cost to administer the programs and services compared to the five-year 2017 to 2022 annual average.

Once the updated Inventory of Programs and Services is approved, it will be circulated to all participating municipalities and the Ministry of Natural Resources and Forestry (MNR) prior to the legislative deadline of January 1, 2023. The Inventory will also be posted on the Grand River Conservation Authority's website for public access.

**Financial Implications:**

Not applicable.

**Other Department Considerations:**

Not applicable.

**Submitted by:**

Samantha Lawson  
Chief Administrative Officer

CHART A

**Programs & Services Inventory Listing - Category, Description, Rationale for Category**

GRAND RIVER CONSERVATION AUTHORITY

December 16, 2022 (version #3)

	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
1	Flood Forecasting & Warning (FFW)	1	<p><b><u>21.1 (1) para 1. (i)</u></b> P&amp;S related to risk of natural hazards</p> <p><b><u>21.1 (1) para 1. (iv)</u></b> Services provided related to duties and functions under the Act.</p> <p><b><u>21.1 (1) para 2.</u></b> Other P&amp;S not included in para 1.</p>	<ul style="list-style-type: none"> <li>Maintain computerized (Flood Forecasting and Warning)FFW system.</li> <li>Operate 24 hour on call/duty officer system to respond to flooding events.</li> <li>Maintain Communications and Emergency Response systems.</li> <li>Collect and maintain data from dams, streamflow gauges, rainfall gauges, and snow courses.</li> <li>Issue flood warnings</li> <li>Operate reservoirs to reduce flooding.</li> </ul>	<p>Section 2 Flood forecasting and warning</p> <p>Section 12 (1)2, 12(1)3, 12(1)4</p>
2	Water Control Structures-Flood Control, Small Dams & Ice Management	1	<p><b><u>21.1 (1) para 1. (i)</u></b> P&amp;S related to risk of natural hazards - <i>Flood Control Structures &amp; Ice Management</i></p> <p><b><u>21.1 (1) para 1. (ii)</u></b> P&amp;S related to management of lands owned by Authority- <i>Small Dams</i></p>	<p><b><u>Flood Control Structures</u></b> Operate and maintain 7 major flood control structures, 5 major dike systems.</p> <ul style="list-style-type: none"> <li>Perform dam safety reviews, inspections, monitoring, and capital maintenance and upgrade projects.</li> <li>Develop and implement public safety plans for structures.</li> </ul> <p><b><u>Small Dams</u></b></p> <ul style="list-style-type: none"> <li>Operate and maintain 22 small dams and surrounding lands.</li> </ul> <p><b><u>Ice Management</u></b></p> <ul style="list-style-type: none"> <li>Perform Ice Management Activities and respond to flooding from ice jams by issuing flood warnings</li> </ul>	<p>Section 1 (1) (3) Risk of flooding hazard</p> <p>Section 5 (1) (1) Water control infrastructure</p> <p>Section 5 (1) (2) Erosion control infrastructure</p> <p>Section 9 (2) (i), (ii), (iv) Conservation lands-required component</p> <p>Section 4 - Ice management</p>

	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
				<p>and providing support to municipal emergency management personal</p> <ul style="list-style-type: none"> <li>• <b>NEW-Develop and Implement Operational Plan Natural Hazard Infrastructure by Dec 31, 2024</b></li> <li>• <b>NEW-Develop Asset Management Plan Natural Hazard Infrastructure by Dec 31, 2024</b></li> <li>• <b>NEW - Develop Ice Management Plan by December 31, 2024</b></li> </ul>	
3	Floodplain Mapping	1	<b>21.1 (1) para 1. (i)</b> P&S related to risk of natural hazards	<ul style="list-style-type: none"> <li>• Update and maintain flood line mapping.</li> <li>• Develop natural hazards mapping.</li> </ul>	Section 1 (3) (1) (i) Collect information and map areas of natural hazards.
4	Resource Planning- Plan Input and Review, Permitting and Solicitor Enquiries	1	<b>21.1 (1) para 1. (i)</b> P&S related to risk of natural hazards	<ul style="list-style-type: none"> <li>• Process permits related to development, alteration or other activities in regulated areas.</li> <li>• Review official plans, secondary and community plans, zoning bylaws, development applications and other proposals (i.e. environmental assessments)</li> <li>• Enforce applicable regulations.</li> <li>• Develop and maintain policies and guidelines to manage natural hazards.</li> <li>• Provide advisory services to the province and municipalities.</li> </ul>	<p>Section 6 - comment on applications, proposals</p> <p>Section 7 - plan review, comments</p> <p>Section 8 - administering and enforcing the act</p>
5	Planning Services (Natural Heritage)	2	<b>21.1.1</b> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> <li>• Provide services related to natural heritage for planning and other applications or projects.</li> <li>• Provide services/assistance to identify, enhance, restore, rehabilitate, and protect natural heritage ecosystems in the watershed.</li> <li>• Develop and maintain policies and guidelines to assist in management of natural heritage resources.</li> </ul>	Not applicable. See CHART C for information required to be provided under Regulation Section 6 Subsection (5).

	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
6	Watershed Resources- Planning	1	<p><b><u>21.1 (1) para 1. (i)</u></b> P&amp;S related to risk of natural hazards</p> <p><b><u>21.1 (1) para 1. (iii)</u></b> P&amp;S related to duties as a source protection authority under the Clean Water Act.</p> <p><b><u>21.1 (1) para 1. (2)</u></b> Other P&amp;S prescribed by regulations.</p>	<ul style="list-style-type: none"> <li>• Operate monitoring stations.</li> <li>• Complete field sampling in support of the Provincial Water Quality Network.</li> <li>• Maintain provincial ground monitoring network (PGWN).</li> <li>• Maintain water budget to support sustainable water use in the watershed.</li> <li>• Operate a drought response program.</li> <li>• Analyze and report on water quality conditions in the Grand River. Provide technical advice to municipal waste water master plans, assimilative capacity studies and municipal waste water optimization.</li> <li>• Provide advice on water use permits to province.</li> <li>• Report on emerging climate change impacts.</li> <li>• <b><i>NEW - Prepare Watershed-based Resource Management Strategy by Dec 31, 2024</i></b></li> </ul>	<p>Section 3 - Drought or low water response.</p> <p>Section 5 (2) (1) - Develop Operational Plan</p> <p>Section 5 (2) (2) - Develop Asset Management Plan</p> <p>Section 5 (4)</p> <p>Update operational or asset management plans</p> <p>Section 12 (1) 1. - Groundwater Monitoring</p> <p>Section 12 (1) 2. - Stream Monitoring</p> <p>Section 12 (1) 3. - Watershed-based Management Strategy</p> <p>Section 13 - Source Protection Authority under Clean Water Act</p>
7	Planning Services (Subwatershed Planning)	2	<p><b><u>21.1.1</u></b> P&amp;S provided on behalf of a municipality under an MOU</p>	<ul style="list-style-type: none"> <li>• Partner with municipalities to provide natural heritage input and review for subwatershed and other plans for streams and tributaries, which provide background on surface water, ground water, natural heritage ecosystems and recommend sustainable solutions to urban growth.</li> </ul>	<p>Not applicable. See CHART C for information required to be provided under Regulation Section 6 Subsection (5).</p>
8	Source Protection Planning	1	<p><b><u>21.1 (1) para 1. (iii)</u></b> P&amp;S related to duties as a source protection authority under the Clean Water Act.</p>	<ul style="list-style-type: none"> <li>• Deliver the provincial source protection planning program under the Clean Water Act 2006 for the Lake Erie Source Protection Region made up of four watersheds.</li> </ul>	<p>Section 13 - Source Protection Authority under Clean Water Act</p>

	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
9	Watershed Services	2	<b>21.1.1</b> P&S provided on behalf of a municipality under an MOU	<p><u>Conservation Services:</u></p> <ul style="list-style-type: none"> <li>• Coordinate the grant program delivered to private landowners to encourage adoption of agricultural and rural landowner best management practices and projects to improve and protect water quality, soil health and related initiatives (i.e. restore natural areas and private land tree planting).</li> <li>• Deliver special program initiatives that study and/or provide awareness and education related to improving and protecting water quality and related initiatives.</li> <li>• Co-ordinate community events e.g. children's water festivals</li> <li>• Agricultural and landowner workshops to promote landowner environmental stewardship action.</li> </ul> <p><u>Water Quality:</u></p> <ul style="list-style-type: none"> <li>• wastewater optimization, surface water quality monitoring, modelling, analysis and reporting, and groundwater quality analysis and reporting</li> </ul> <p><u>Watershed sciences and collaborative planning:</u></p> <ul style="list-style-type: none"> <li>• watershed and landscape science, reporting, plans and working groups</li> </ul>	Not applicable. See CHART C for information required to be provided under Regulation Section 6 Subsection (5).
10	10 (a) Conservation Services (non-municipal program areas) 10 (b) Volunteer Engagement	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<p><u>10 (a)</u></p> <ul style="list-style-type: none"> <li>• Delivery of private land tree planting and non-municipal stewardship project and outreach initiatives in those areas of the watershed without full conservation services programs.</li> </ul> <p><u>10(b)</u></p> <ul style="list-style-type: none"> <li>• Developing and delivering GRCA volunteer activities to enable public participation in GRCA environmental activities.</li> </ul>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).



	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
11	Conservation Lands Management- Operating and Capital Maintenance costs related to authority owned lands including Trail Management, Land acquisitions and disposal, property taxes	1	<b><u>21.1 (1) para 1. (ii)</u></b> P&S related to conservation and management of lands owned by Authority.	<ul style="list-style-type: none"> <li>• Maintain passive conservation areas.</li> <li>• Maintain property integrity (i.e. encroachments) and security (unauthorized use)</li> <li>• Develop and maintain trail network.</li> <li>• Manage wetlands and floodplain lands.</li> <li>• Capital and operational support services provided to maintain the built infrastructure on GRCA lands.</li> <li>• Create and maintain Asset Management Plan for built infrastructure on GRCA lands.</li> <li>• Dispose of lands declared surplus and plan for disposition of other surplus lands.</li> <li>• Acquire environmentally significant conservation lands (<i>greenspace management</i>).</li> <li>• <b>NEW- Prepare a conservation area strategy</b></li> <li>• <b>NEW - Prepare a land inventory by Dec 31, 2024</b></li> </ul>	<p>Section 9 (1) (1) prepare a conservation area strategy by Dec 31, 2024.</p> <p>Section 9 (1) (2) Conservation lands-required component-objectives</p> <p>Section 9 (1) (3) prepare land inventory by Dec 31, 2024</p>
12	Conservation Lands Management- Hazard Tree Management, Forestry Management- Operations	1	<b><u>21.1 (1) para 1. (i)</u></b> P&S related to risk of natural hazards  <b><u>21.1 (1) para 1. (ii)</u></b> P&S related to conservation and management of lands owned by Authority.	<ul style="list-style-type: none"> <li>• Operate hazard tree management program on GRCA lands</li> <li>• Deliver forest management, tree planting, woodlot thinning, selective harvesting, and naturalization projects on GRCA lands</li> <li>• Maintain the Managed Forest Tax Incentive Program.</li> <li>• Invasive Species Management.</li> </ul>	<p>Section 1 (1) (4) Risk of hazardous lands</p> <p>Section 9 (1) (2) Conservation lands-required components</p>

	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
13	Conservation Lands- Natural Heritage Management	1	<b>21.1 (1) para 1. (ii)</b> P&S related to conservation and management of lands owned by Authority.	<ul style="list-style-type: none"> <li>• Provide planning services/assistance to enhance, restore, rehabilitate, and protect aquatic and terrestrial ecosystems on GRCA owned lands.</li> </ul>	Section 9 (2) (iv) Conservation lands-required components
14	Private Land Tree Planting & Nursery Operations	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Provide services to private and public landowners and community groups to engage in tree planting activities.</li> <li>• Operate the Burford Nursery.</li> </ul>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
15	Environmental Education	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<p>Deliver outdoor education sessions:</p> <ul style="list-style-type: none"> <li>• school classes</li> <li>• day-camp program</li> <li>• community groups</li> <li>• private groups</li> </ul> <p>Operate six outdoor education centres-Apps, Laurel Creek, Shades Mills, Guelph, Taquanyah, Rockwood.</p>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
16	Property Rentals	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Rent 733 cottage lots at Belwood Lake and Conestogo Lake.</li> <li>• Lease agricultural lands.</li> <li>• Lease 8 residential units.</li> <li>• Over 50 miscellaneous commercial agreements for use of GRCA lands.</li> </ul>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
17	Hydro Production	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further	<ul style="list-style-type: none"> <li>• Generate hydro revenue from turbines at four dams (Shand, Conestogo, Guelph and Drimmie).</li> </ul>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).

	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
			the purpose of this Act.		
18	Conservation Areas	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Operate 11 active Conservation Areas (8 camping and 3 day-use only).</li> <li>• Operate Luther Conservation Area</li> <li>• Offer hunting on some GRCA Lands</li> </ul>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
19	Communications-Mandatory	1	<b>21.1 (1) para 1. (iv)</b> Services provided related to duties and functions under the Act.	<ul style="list-style-type: none"> <li>• Media Relations</li> <li>• Public Relations and awareness building</li> <li>• Website management</li> <li>• Social media management</li> <li>• Community engagement and public consultation</li> <li>• Corporate brand management</li> </ul>	Regulations pending.
20	Communications-Non-mandatory programs	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Media Relations</li> <li>• Public Relations and awareness building</li> <li>• Website management</li> <li>• Social media management</li> </ul>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).
21	Corporate Services-Mandatory	1	<b>21.1 (1) para 1. (iv)</b> Services provided related to duties and functions under the Act.	<p>Provide the following administrative services that support mandatory program delivery:</p> <ul style="list-style-type: none"> <li>• Office of the CAO</li> <li>• Finance</li> <li>• Human Resources/ Health &amp; Safety</li> <li>• Payroll</li> <li>• Office Services</li> <li>• Building Services</li> </ul>	Regulations pending.

	<b>Programs &amp; Services Inventory</b>	<b>Category 1- Mandatory 2-Municipal P&amp;S 3-Other</b>	<b>Applicable Section of the Act</b>	<b>Description</b>	<b>Category 1 Programs &amp; Services- Applicable Section under Regulation 686/21 'Mandatory Programs and Services'</b>
				Administrative expenses incurred: <ul style="list-style-type: none"> <li>• General membership</li> <li>• Head office building</li> <li>• Office supplies, postage, bank fees</li> <li>• Head office communication system</li> <li>• Insurance</li> <li>• Audit Fees</li> <li>• Consulting, legal, labour relations</li> <li>• H&amp;S Equipment, inspections, training</li> <li>• Conservation Ontario Fees</li> <li>• Corporate Professional Development</li> <li>• Unallocated Motor Pool and Information</li> <li>• Systems and Technology expenses</li> <li>• Uninsured losses, damage to GRCA assets</li> </ul>	
22	Corporate Services- Non-Mandatory programs	3	<u><b>21.1.2</b></u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	Allocate administrative services and expenses that are incremental to delivering non-mandatory programs: <ul style="list-style-type: none"> <li>• Finance</li> <li>• Office supplies, postage, bank fees</li> <li>• Head office communication system</li> <li>• Insurance</li> <li>• Audit Fees</li> <li>• Consulting, legal, labour relations</li> <li>• H&amp;S Equipment, inspections, training</li> <li>• Conservation Ontario Fees</li> <li>• Corporate Professional Development</li> <li>• General</li> </ul>	Not applicable. See CHART D for information required to be provided under Regulation Section 6 Subsection (6).

CHART B

**P&S Inventory Listing - Costs & Funding Sources (note 1)**

GRAND RIVER CONSERVATION AUTHORITY

December 16 2022 (version #3)

Ref #	P&S Inventory Name	Category	TOTAL EXPENSES (Source: draft 2023 Budget)	TOTAL EXPENSES (Source: draft 2022 Budget)	Annual EXPENSES- Five Year Average 2017-2022	Municipal Levy	Municipal MOUs/ Agreements	Provincial/ Federal / Other Municipal	Self-Generated-Program Revenue	Self-Generated-Other Revenue (note 2)	Reserves	Comment
1	Flood Forecasting & Warning (FFW)	1	\$1,113,000	\$1,033,000	\$1,063,000	78%		15%			8%	Provincial Section 39 Funding
2	Water Control Structures-Flood Control, Small Dams, Ice Management	1	\$3,643,200	\$3,457,700	\$3,413,000	70%		27%			3%	Provincial Section 39 Funding and WECl Funding
3	Floodplain Mapping	1	\$105,000	\$100,000	\$375,000	100%		TBD			TBD	Federal Funding available for special projects combined with use of reserves.
4	Resource Planning-Plan Input and Review, Permitting and Solicitor Enquiries	1	\$2,101,500	\$2,051,200	\$1,685,000	48%			50%		2%	Permit, Plan Review & Solicitor Enquiry Fee Revenue
5	Planning Services (Natural Heritage)	2	\$462,300	\$240,000	\$240,000		70%	9%	21%			Federal-Species at Risk
6	Watershed Resources-Planning	1	\$1,386,000	\$1,651,400	\$1,684,000	92%			3%		5%	

Ref #	P&S Inventory Name	Category	TOTAL EXPENSES (Source: draft 2023 Budget)	TOTAL EXPENSES (Source: draft 2022 Budget)	Annual EXPENSES- Five Year Average 2017-2022	Municipal Levy	Municipal MOUs/ Agreements	Provincial/ Federal / Other Municipal	Self-Generated- Program Revenue	Self-Generated- Other Revenue (note 2)	Reserves	Comment
7	Planning Services (Subwatershed Planning)	2	\$280,000	\$233,000	\$262,000		82%	18%				Other Municipal-Current Municipal agreements
8	Source Protection Planning	1	\$640,000	\$640,000	\$1,058,000			100%				Provincial Funding
9	Watershed Services	2	\$1,562,500	\$1,386,200	\$1,551,000		49%	51%				Other Municipal-Current Municipal agreements
10	10 (a) Conservation Services (non-municipal program areas) 10 (b) Volunteer Engagement	3	10(a) \$71,200 10(b) \$10,000	NIL	\$97,000			37%		63%		Provincial Funding
11	Conservation Lands Management- Operating and Capital Maintenance costs related to authority owned lands including Trail Management, Land acquisitions and disposals, property taxes	1	\$2,314,800	\$2,043,800	\$2,625,000	91%					9%	Reserves for Demolition expense. Land acquisition and disposal costs are funded with reserves.

Ref #	P&S Inventory Name	Category	TOTAL EXPENSES (Source: draft 2023 Budget)	TOTAL EXPENSES (Source: draft 2022 Budget)	Annual EXPENSES- Five Year Average 2017-2022	Municipal Levy	Municipal MOUs/ Agreements	Provincial/ Federal / Other Municipal	Self-Generated-Program Revenue	Self-Generated-Other Revenue (note 2)	Reserves	Comment
12	Conservation Lands Management- Hazard Tree Management, Forestry Management-Operations	1	\$539,000	\$509,900	\$478,000	92%			8%			Timber Sales Revenue, Donations
13	Conservation Lands- Natural Heritage Management	1	\$185,800	\$238,000	\$349,000	100%			TBD			TBD- Ecological Restoration special projects with external funding
14	Private Land Tree Planting & Nursery Operations	3	\$867,300	\$862,400	\$777,000				67%	33%		Fee revenue and allocation of Category 3 Fee Revenue
15	Environmental Education	3	\$675,100	\$653,600	\$1,072,000				74%	26%		Fee Revenue
16	Property Rentals	3	\$1,095,200	\$1,022,500	\$1,144,000				100%			Fee Revenue
17	Hydro Production	3	\$212,000	\$210,000	\$384,000				100%			Fee Revenue
18	Conservation Areas	3	\$10,887,000	\$9,428,000	\$9,750,000				92%	3%	5%	Fee Revenue
19	Communications- Mandatory	1	\$497,500	\$477,500	\$486,000	100%						
20	Communications- Non-mandatory programs	3	\$100,000	\$100,000	\$92,000					100%		Allocation of Category 3 Fee Revenue

Ref #	P&S Inventory Name	Category	TOTAL EXPENSES (Source: draft 2023 Budget)	TOTAL EXPENSES (Source: draft 2022 Budget)	Annual EXPENSES- Five Year Average 2017-2022	Municipal Levy	Municipal MOUs/ Agreements	Provincial/ Federal / Other Municipal	Self-Generated-Program Revenue	Self-Generated-Other Revenue (note 2)	Reserves	Comment
21	Corporate Services-Mandatory	1	\$3,372,288	\$3,498,288	\$3,125,000	84%		2%	3%		11%	Provincial SPP funding, Interest Income
22	Corporate Services-Non-Mandatory programs	3	\$1,158,000	\$1,086,000	\$874,000					100%		Allocation of Category 3 Fee Revenue

Note 1-Revenue percentages represent estimated revenue distribution of draft 2023 budget expenses under the new regulations.

Note 2-Self generated-Other Revenue represents surplus revenue from category 3 programs (Property Rentals, Hydro Production) and interest income.



CHART C

**Programs & Services Inventory Listing - Category 2 - Details of Municipal Agreements**

GRAND RIVER CONSERVATION AUTHORITY

December 16 2022 (version #3)

Extract:

*Ontario Regulations 687/21 - Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act  
Section 6 Subsection 5 requirements*

(5) For each Category 2 program or service listed in the inventory under clause (2) (a), the authority shall include the following information:

1. The name of the municipality on behalf of which the program or service is provided.
2. The date on which the authority and the municipality entered into a memorandum of understanding or another agreement with respect to the provision of the program or service.

Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Memorandum of Understanding (MOU)/Agreement Status
Planning Services (Natural Heritage)	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> <li>• Provide services related to natural heritage for planning and other applications or projects</li> <li>• Provide services/assistance to identify, enhance, restore, rehabilitate, and protect natural heritage ecosystems in the watershed.</li> <li>• Develop and maintain policies and guidelines to assist in management of natural heritage resources.</li> </ul>	As at Dec 31, 2022 MOUs have yet to be negotiated with municipalities. Future updates to the P&S Inventory listing will reflect status of MOU's.
Planning Services (Subwatershed Planning)	2	<u>21.1.1</u> P&S provided on behalf of a municipality under an MOU	<ul style="list-style-type: none"> <li>• Partner with municipalities to provide natural heritage input and review for subwatershed and other plans for streams and tributaries, which provide background on surface water, ground water, terrestrial and aquatic ecosystems and recommend sustainable solutions to urban growth.</li> </ul>	Modified and/or additional MOUs will need to be negotiated with municipalities. Future updates to the P&S Inventory listing will reflect the status of MOUs.

Programs & Services Inventory	Category 1-Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Memorandum of Understanding (MOU)/Agreement Status
Watershed Services	2	<p><b><u>21.1.1</u></b> P&amp;S provided on behalf of a municipality under an MOU</p>	<p><u>Conservation Services:</u></p> <ul style="list-style-type: none"> <li>• Coordinate the grant program delivered to private landowners to encourage adoption of agricultural and rural landowner best management practices and projects to improve and protect water quality, soil health and related initiatives (i.e. restore natural areas and private land tree planting).</li> <li>• Deliver special program initiatives that study and/or provide awareness and education related to improving and protecting water quality and related initiatives.</li> <li>• Co-ordinate community events e.g. children’s water festivals</li> <li>• Agricultural and landowner workshops to promote landowner environmental stewardship action.</li> </ul> <p><u>Water Quality:</u></p> <ul style="list-style-type: none"> <li>• wastewater optimization, surface water quality monitoring, modelling, analysis and reporting, and groundwater quality analysis and reporting</li> </ul> <p><u>Watershed sciences and collaborative planning:</u></p> <ul style="list-style-type: none"> <li>• watershed and landscape science, reporting, plans and working groups</li> </ul>	<p>Modified and/or additional MOUs will need to be negotiated with municipalities. Future updates to the P&amp;S Inventory listing will reflect the status of MOUs.</p>

CHART D

**Programs & Services Inventory Listing - Category 3 - Information Requirements**

GRAND RIVER CONSERVATION AUTHORITY

December 16 2022 (verion #3)

Extract:

*Ontario Regulations 687/21 - Transition Plans and Agreements for Programs and Services Under Section 21.1.2 of the Act*

*Section 6 Subsection 6 requirements*

For each Category 3 program or service listed in the inventory under clause (2) (a), the authority shall include the following information:

1. Whether or not the program or service was financed, in whole or in part, through municipal levies collected from participating municipalities.
2. Whether or not the authority intends to seek to enter into a cost apportioning agreement with one or more participating municipalities to ensure all or part of the financing of the program or service after the transition date.

Programs & Services Inventory	Category 1- Mandatory 2-Municipal P&S 3-Other	Applicable Section of the Act	Description	Section 6 (6) Info Requirements
- Conservation Services (non-municipal program areas) - Volunteer Engagement	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Delivery of private land tree planting and non-municipal stewardship project and outreach initiatives in those areas of the watershed without full conservation services programs.</li> <li>• Developing and delivering GRCA volunteer activities to enable public participation in GRCA environmental activities. The delivery model for this program is under review.</li> </ul>	Program and Service has been financed in part through municipal levies.  GRCA will seek to obtain other funding sources to deliver these types of programs and services.
Private Land Tree Planting & Nursery Operations	3	<u>21.1.2</u> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Provide services to private and public landowners and community groups to engage in tree planting activities.</li> <li>• Operate the Burford Nursery.</li> </ul>	Program and Service has been financed in part through municipal levies.  GRCA would seek to obtain other funding sources to deliver this program and service.  <i>Note: Indirect overhead costs related to this program are included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>

Programs & Services Inventory	Category 1- Mandatory 2- Municipal P&S 3- Other	Applicable Section of the Act	Description	Section 6 (6) Info Requirements
Environmental Education	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	Deliver outdoor education sessions: <ul style="list-style-type: none"> <li>• school classes</li> <li>• day-camp program</li> <li>• community groups</li> <li>• private groups</li> </ul> Operate six outdoor education centres-Apps, Laurel Creek, Shades Mills, Guelph, Taquanyah, and Rockwood.	Program and Service has been financed in part through municipal levies.  GRCA will seek to obtain other funding sources to deliver this program and service.  <i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>
Property Rentals	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Rent 733 cottage lots at Belwood Lake and Conestogo Lake.</li> <li>• Lease agricultural lands</li> <li>• Lease 8 residential units</li> <li>• Over 50 miscellaneous commercial agreements for use of GRCA lands.</li> </ul>	Program and Service was not financed through municipal levies.  <i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>
Hydro Production	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Hydro generating revenue earned at four dam locations (Shand, Conestogo, Guelph and Drimmie).</li> </ul>	Program and Service was not financed through municipal levies.  <i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i>

Programs & Services Inventory	Category 1- Mandatory 2- Municipal P&S 3- Other	Applicable Section of the Act	Description	Section 6 (6) Info Requirements
Conservation Areas	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Operate 11 active Conservation Areas (8 camping and 3 day-use only).</li> <li>• Operate Luther Conservation Area</li> <li>• Offer hunting on some GRCA Lands</li> </ul>	<p>Program and Service was not financed through municipal levies.</p> <p><i>Note: Indirect overhead costs related to this program included under Communications (non-mandatory) and Corporate Services (non-mandatory) listed below.</i></p>
Communications- Non-mandatory programs	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<ul style="list-style-type: none"> <li>• Media Relations</li> <li>• Public Relations and awareness building</li> <li>• Website management</li> <li>• Social media management</li> </ul>	<p>Program and Service has been financed in whole through municipal levies.</p> <p>GRCA will allocate revenue from other programs and services.</p>
Corporate Services- Non-Mandatory programs	3	<b>21.1.2</b> P&S that the authority determines to provide within its area of jurisdiction to further the purpose of this Act.	<p>Allocate administrative services and expenses that are incremental to delivering non-mandatory programs:</p> <ul style="list-style-type: none"> <li>• Finance</li> <li>• Office supplies, postage, bank fees</li> <li>• Head office communication system</li> <li>• Insurance</li> <li>• Audit Fees</li> <li>• Consulting, legal, labour relations</li> <li>• H&amp;S Equipment, inspections, training</li> <li>• Conservation Ontario Fees</li> <li>• Corporate Professional Development</li> <li>• General</li> </ul>	<p>Program and Service has been financed in whole through municipal levies.</p> <p>GRCA will allocate revenue from other programs and services.</p>

## Denise Holmes

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**From:** Eowyn Spencer <espencer@grandriver.ca>  
**Sent:** Wednesday, December 21, 2022 2:27 PM  
**To:** admin@puslinch.ca; Amanda Knight - Township of Guelph/Eramosa (aknight@get.on.ca); Andrea Holland (clerk@hamilton.ca); acarter@pertheast.ca; Chloe Senior; County of Brant Clerk's Office; Denise Holmes; Evelyn Eichenbaum; Graham Milne (Graham.Milne@halton.ca); Karren Wallace; Kerri O'Kane; Larry Wheeler; Lindsay Cline (lcline@northperth.ca); lgreen@southgate.ca; Lisa Campion; mtownsend@townofgrandvalley.ca; nmartin@amaranth.ca; Office of the Clerk (clerks@brantford.ca); Regional Clerk; Stephen.O'Brien@guelph.ca; Susan Stone (sstone@eastgarafraxa.ca); Teresa Olsen  
**Cc:** Karen Armstrong  
**Subject:** Notification of GRCA General Membership Attendance  
**Attachments:** GRCA Members' Attendance - December 2022.pdf

Hello Grand River Watershed Member Municipalities,

In accordance with Grand River Conservation Authority By-Law 1-2022 section c.12, attached is the semi-annual members' attendance record. This message should be received by all Clerks; please forward if it has been sent to you in error and advise me of the updated contact information.

Please feel free to contact me with any concerns.

**Eowyn Spencer**

Executive Assistant

Grand River Conservation Authority

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**Grand River Conservation Authority  
Members Attendance  
January 1 - December 31, 2022**

First Name	Last Name	January 28	February 25	March 25	April 22	May 27	June 24	July	August 26	October 21	November 25	December 16	Total Attendance
Marcus	Adili	x	x	x	A	x	A	A	x	A			5
Les	Armstrong	x	x	x	x	x	x	x	x	x			9
Bruce	Banbury	x	x	x	x	x	x	x	x	x			10
Robert	Bell	x	x	x	x	x	x	x	x	x			9
Richard	Carpenter	x	x	x	x	x	x	A	x	x			8
John	Challinor II	x	x	x	x	x	x	x	x	x			10
Brian	Coleman	x	x	x	x	x	x	A	A	x			8
Bernie	Corbett	x	x	x	x	A	A	x	x	x			7
Kevin	Davis	A	A	x	x	x	A	A	x	x			6
Cathy	Downer	x	x	x	x	A	x	x	x	x			8
James A.	Erb	x	x	x	x	A	x	x	x	x			8
Susan	Foxton	x	x	x	x	x	x	x	x	x			10
Guy	Gardhouse	x	x	x	x	x	x	x	x	x			10
Joan	Gatward	x	x	x	A	x	x	x	x	x			8
Michael	Harris	A	x	x	x	A	x	x	A	A			5
Helen	Jowett	x	x	x	x	x	x	x	x	x			9
Daniel	Lawrence	x	x	x	x	A	x	x	x	x			9
Geoff	Lorentz	A	A	A	A	A	A	A	A	A			0
Ian	MacRae	x	x	x	x	x	x	x	x	x			9
Kathryn	McGarry	x	x	A	x	x	x	x	x	x			8
Jane	Mitchell	x	x	x	A	x	x	x	x	x			8
Joe	Nowak	x	x	x	x	x	x	A	A	x			7
Jerry	Smith	x	x	x	x	x	x	x	x	x			10
Warren	Stauch	x	x	x	x	x	x	x	A	x			8
Bruce	Whale	x	x	x	x	x	x	A	x	x			8
Chris	White	x	x	x	x	x	x	x	x	x			10
<b>Total</b>		<b>23</b>	<b>24</b>	<b>22</b>	<b>20</b>	<b>22</b>		<b>20</b>	<b>21</b>	<b>23</b>			<b>9</b>

		January 14, 2022	February 16, 2022
<b>Audit Committee February 16, 2022</b>			
Guy	Gardhouse	x	
Chris	White		x
Sue	Foxton	x	
Helen	Jowett		x
Jane	Mitchell	x	
John	Challinor	x	
Brian	Coleman	x	
<b>Ad-Hoc CA Act Committee January 14, 2022</b>			
Chris	White	x	
Sue	Foxton	x	
John	Challinor	x	
Michael	Harris	x	
Helen	Jowett	x	
<b>Ad-Hoc CA Act Committee February 16, 2022</b>			
Chris	White		x
Sue	Foxton		x
John	Challinor		x
Michael	Harris		x
Helen	Jowett		x
<b>Ad-Hoc CA Act Committee June 3, 2022</b>			
Chris	White	x	
Sue	Foxton	x	
John	Challinor	x	
Michael	Harris	A	
Helen	Jowett	x	
<b>Board Composition Committee</b>			
Chris	White	x	
Sue	Foxton	x	
Marcus	Adili	x	
Jane	Mitchell	A	
Helen	Jowett	x	
Geoff	Lorentz	A	
<b>Ad-Hoc CA Act Committee September 12, 2022</b>			
Chris	White		x
Sue	Foxton		x
John	Challinor		x
Michael	Harris		x
Helen	Jowett		x
<b>Ad-Hoc CA Act Committee November 10, 2022</b>			
Chris	White		x
Sue	Foxton		x
John	Challinor		x
Michael	Harris		x
Helen	Jowett		x

x = Present      A = Absent  
 \*Was not reappointed to Board following election  
 \*Meetings shaded have been held virtually and do not pay mileage  
 \*Meetings shaded have been hybrid and mileage may occur

First Name	Last Name	November 25	December 16
Christine	Billings		x
Gino	Caputo		x
Ken Yee	Chew		x
Doug	Craig		x
Mike	Devine		x
Gord	Greavette		x
Lisa	Hern		A
Colleen	James		x
David	Miller		x
Sandy	Shantz		A
Rob	Shirton		A
Natasha	Solonen		A
Shawn	Watters		x
Kan	Williams		A
Alex	Wilson		x
Pam	Wolf		x
<b>Total</b>			<b>11</b>

**\*Newly appointed to Board following election**

## Denise Holmes

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**From:** Rebecca Whelan <[rwhelan@dufferincounty.ca](mailto:rwhelan@dufferincounty.ca)>  
**Sent:** Friday, December 23, 2022 2:57 PM  
**Subject:** Notice of Public Information Centre - Dufferin County Municipal Comprehensive Review  
**Attachments:** January 21 PIC Notice.pdf

Good afternoon,

Please find attached a notice of public information centre for the County of Dufferin Municipal Comprehensive Review.

Thank you,

**Rebecca Whelan, CRM | Deputy Clerk/Information Management Coordinator | Corporate Services |  
County of Dufferin |** Phone: 519-941-2816 Ext. 2505 | [rwhelan@dufferincounty.ca](mailto:rwhelan@dufferincounty.ca) | 30 Centre Street,  
Orangeville, ON L9W 2X1

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**NOTICE OF PUBLIC INFORMATION CENTRE  
COUNTY OF DUFFERIN OFFICIAL PLAN AMENDMENT  
MUNICIPAL COMPREHENSIVE REVIEW  
PHASE 2 OFFICIAL PLAN AMENDMENT – SCHEDULES AND MAPS  
AND TRANSPORTATION MASTER PLAN CURRENT CONDITIONS AND FINDINGS**

TAKE NOTICE that the County of Dufferin will hold a Public Information Center in person and virtually pursuant to subsection 17(15) and 17(16) of the Planning Act, R.S.O. 1990, c.P.13, as amended, regarding a proposed draft schedules and maps to the County of Dufferin County Official Plan as a result of the County's Municipal Comprehensive Review (MCR) exercise under Section 26 of the Planning Act, R.S.O. 1990, c.P.13, as amended.

**Public Information Center (in person)**

The PIC is scheduled for Saturday, January 21, 2023 from 12 to 1 pm at 55 Zina Street. Pre-registration is required via email at [dmawaha@dufferincounty.ca](mailto:dmawaha@dufferincounty.ca) no later than January 16, 2023.

**Public Information Center (virtual)**

The virtual PIC is scheduled for January 21, 2023 from 1:30 to 3 pm and will be held virtually via ZOOM. To participate in the meeting, pre-registration is required via email at [dmawaha@dufferincounty.ca](mailto:dmawaha@dufferincounty.ca) by no later than noon on January 16, 2023.

**THE PURPOSE AND EFFECT OF THE OFFICIAL PLAN AMENDMENT**

This proposed second phase Official Plan Amendment (OPA) has been prepared in association with the County's MCR to bring the County Official Plan into conformity with the Provincial Growth Plan, A Place to Grow: Growth Plan for the Greater Golden Horseshoe (Growth Plan) (Office Consolidation 2020), to ensure that it has appropriate regard for matters of Provincial interest, and is consistent with the Provincial Policy Statement, 2020.

This proposed OPA represents the second of multiple amendments to the existing County Official Plan that relates to the schedules and maps for the county growth structure, including a settlement area hierarchy, natural heritage, and agricultural areas to reflect the potential growth allocations presented in the Land Needs Assessment (LNA).

The second phase OPA applies to the whole of the County of Dufferin and therefore, a key map is not provided with this Notice.

The purpose of the Public Information Center and public meeting is to present the proposed second phase OPA being put forward for consideration as a result of the County's MCR exercise under Section 26 of the Planning Act, R.S.O. 1990, c.P.13, as amended, and to provide an opportunity for the public to provide input.

**FOR FURTHER INFORMATION PLEASE CONTACT:**

Silva Yousif, Senior Planner, County of Dufferin

[syousif@dufferincounty.ca](mailto:syousif@dufferincounty.ca)

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto (Ontario) M7A 2J3  
Tél. : 416 585-7000



234-2022-5422

January 4, 2023

Dear Heads of Council,

I'm pleased to share an update on key initiatives underway at my ministry to help meet our government's goal of building 1.5 million new homes over the next 10 years.

The legislature recently passed our government's *More Homes Built Faster Act, 2022* which takes bold action to ensure that all communities can grow with a mix of ownership and rental housing types to meet the needs of all Ontarians.

Our government knows that building inspectors play a critical role in ensuring that new homes meet the public safety requirements set out in Ontario's Building Code. However, the capacity of municipal building departments has been impacted by recruitment challenges and the increasing number of building inspectors retiring from the profession. That's why, earlier this year, we took action to help municipalities address labour supply shortages in the building sector by amending the Building Code to provide a new model for municipal building departments to design and administer internship programs for building inspectors.

Effective July 1, 2022, municipal building departments can establish program entry criteria for interns that meet their own local recruitment and enforcement needs. This new internship model supports public safety by continuing to require that a qualified building inspector or Chief Building Official supervises the work of interns. The interns must also pass ministry technical and legal exams before being able to practice independently as building inspectors.

In the coming months, the ministry will develop guidance materials to support municipalities that are interesting in launching local programs to recruit new intern building inspectors. We look forward to working with municipalities to implement local internships.

Additionally, the ministry has engaged a consultant to identify opportunities for enhancements to the qualification program for building practitioners. We are seeking input from the public, including municipalities, building inspectors, designers, septic installers and building professionals not regulated by the ministry. This feedback will help guide future decisions on new approaches to qualification.

For more information and to review the discussion paper, please visit the Environmental Registry of Ontario (ERO) website at <https://ero.ontario.ca/notice/019-6433>.

.../2

INFO #7

JAN 12 2023

In addition to this ongoing work, the ministry is modernizing the provincial Qualification and Registration Tracking System (QuARTS). QuARTS is used by over 7,000 building practitioners to update their qualification and registration information online and to help the government regulate safety and compliance in the Ontario building industry.

Modernizing QuARTS will create a more efficient and user-friendly system, allowing building officials to spend more time on the important task of reviewing and issuing building permits to support the government's key priority of increasing housing stock.

Finally, the ministry made the 2012 Building Code Compendium freely available in Adobe PDF format through the website (<https://www.ontario.ca/page/request-digital-copy-2012-building-code-compendium>). Since its launch in March 2022, the ministry has provided free copies to over 5,000 building professionals to reduce barriers and help accelerate the construction of new homes across the province. This initiative has enabled inspectors to access Building Code requirements while performing their work onsite in a more convenient format. Additionally, candidates studying for the ministry's exams are able to access and learn Building Code content in an easy to navigate, user-friendly manner.

As part of the plan to build 1.5 million homes over the next 10 years, the government looks forward to continuing consultations with municipalities, the building industry and the public to investigate further changes to Ontario's Building Code in order to create more housing and support public safety.

If you are interested in learning more about any of the ministry's initiatives related to the transformation of Building Code services in Ontario, please contact us at [BuildingTransformation@ontario.ca](mailto:BuildingTransformation@ontario.ca).

Thank you for your continued partnership as we work together to get more homes built faster for all Ontarians.

Sincerely,



Steve Clark  
Minister

c: Municipal Clerks



December 28, 2022

Good Morning

It has recently been announced that we, Bill McCutcheon and Dawn Van Kampen are co-chairing the International Plowing Match and Rural Expo 2023. It will run from September 19 - 23, 2023 and is being held between Laurel and Bowling Green. It is the 110th IPM in Ontario. This event will attract 70,000 - 90,000 visitors, and over this time will generate 25 million dollars of economic activity. This is the first time that the IPM has ever been hosted in this county, and we would like for every lower tier township to be apart of this event.

We are proposing in kind support of 1 - 2 of your employees before and after the match to help set up and tear down. As we get closer to the event, we will have a more accurate estimate of the time required.

We would also appreciate you considering a \$20,000. interest free loan. This would enable us to generate souvenirs to start a cash flow for this event. The money will be paid back, no later than December 1, 2023.

If you would like us to give a presentation, we would be more than happy to come to a meeting with you. We will be making a presentation in the future at county council and would appreciate your support. We would like you to discuss this at your next council meeting.

Best Regards

Bill McCutcheon & Dawn Van Kampen  
International Plowing Match  
and Rural Expo 2023 Co-Chairs

ACT #1

JAN 12 2023

## Denise Holmes

---

**From:** Kerry Jenkins <kjenkins@nvca.on.ca>  
**Sent:** Monday, October 3, 2022 10:13 AM  
**To:** Denise Holmes  
**Cc:** Margaret Mercer; Sarah Culshaw; Sheryl Flannagan  
**Subject:** NVCA's 2023 Draft Budget Letter  
**Attachments:** NVCA's 2023 Draft Budget - Melancthon.pdf

Good morning Ms. Holmes,

Please see the attachment containing our 2023 draft budget letter.

Should you have any questions or concerns, please don't hesitate to reach out.

Kind regards,  
Kerry

**Kerry Jenkins (she/her/hers)**  
**Administrative Assistant**

**Nottawasaga Valley Conservation Authority**

8195 8<sup>th</sup> Line, Utopia, ON L0M 1T0

T 705-424-1479 ext 272

[kjenkins@nvca.on.ca](mailto:kjenkins@nvca.on.ca) | [nvca.on.ca](http://nvca.on.ca)

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**Nottawasaga Valley**  
Conservation Authority

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October 3, 2022

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

Dear Ms. Holmes:

Please find the 2023 Nottawasaga Valley Conservation Authority (NVCA) Draft Budget Booklet at <https://www.nvca.on.ca/Shared%20Documents/NVCA%202023%20draft%20budget.pdf>. This draft budget was received and approved for circulation and input for the mandatory 30 day review period, at the September 23, 2022 NVCA Board meeting. However, given that 2022 is an election year, the NVCA has extended its commenting period to allow for the new councils to have time to review. Therefore, please forward any comments to the undersigned by February 24, 2023.

The NVCA is also pleased to include the budget companion, the 2023 Program Overview provides simple, understandable information about how our budget is allocated, what our goals and objectives are both for the current year and future year, along what has been achieved by our team. It can be found at <https://www.nvca.on.ca/Shared%20Documents/2023%20Program%20Overview.pdf>

The NVCA worked very diligently to address the impacts of rising inflation and subsequent pricing increases, combined with the uncontrollable costs of items such as insurance, without adversely impacting our member municipalities. The Township of Melancthon's proposed 2023 levy contribution is \$13,168.18 an increase of \$598.68 over 2022. The capital asset levy will be \$576.86 which is a reduction of \$-76.43 over 2022. This represents a total of \$13,745.04 contribution for 2023.

Please contact Kerry Jenkins at 705-424-1479 ext. 272 or [kjenkins@nvca.on.ca](mailto:kjenkins@nvca.on.ca) if your council would like to schedule a deputation or a meeting with staff to discuss this draft budget. We believe the 2023 draft budget represents a wise investment for the long-term health of our environment, watershed, and local economy.

Yours truly,

A handwritten signature in black ink, appearing to be "Doug Hevenor".

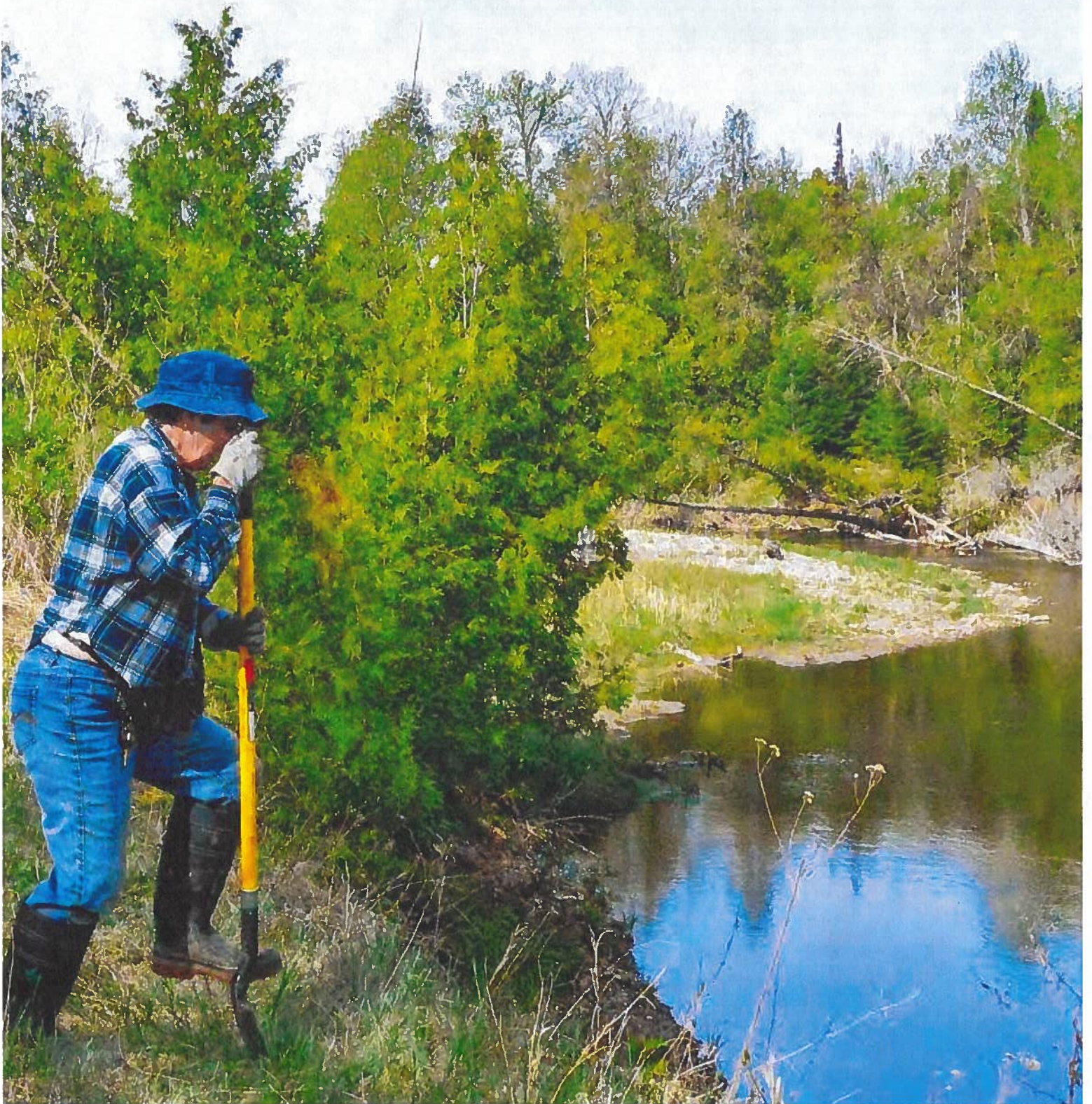
Doug Hevenor  
Chief Administration Officer

Copies: NVCA Board Member, Councillor Margaret Mercer  
Sarah Culshaw, Treasurer Finance





# **NOTTAWASAGA VALLEY CONSERVATION AUTHORITY 2023 DRAFT BUDGET**





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## **OUR VISION**

A sustainable watershed that is resilient to the effects of climate change, urban growth and other stressors and provides for safe, healthy and prosperous people and communities.

## **OUR MISSION**

Working together to deliver innovative, integrated watershed management that is responsive to the environmental, economic and social sustainability of the Nottawasaga Valley watershed.

## **WHAT WE VALUE**

An abundance of clean water, clean air and fertile soils that provide for healthy people and ecosystems.

Natural heritage systems and the ecosystem services they provide, particularly as they support resilience to the effects of a changing climate.

Distinctive landforms and waterways including the Georgian Bay coastline, Niagara Escarpment, Minesing Wetlands and others that give our watershed a unique sense of place.

Quality recreational opportunities that our hills, forests, meadows, wetlands, waterways and coastline provide for residents and tourists alike.

A wealth of resources within the capacity of our watershed to provide for thriving communities, successful economies and sustainable agriculture, now and in the future.

# A LOOK FORWARD TO 2023

In 2022, NVCA continued work with our municipal and community partners to protect, conserve, and restore natural resources and develop resilient communities in the Nottawasaga Watershed.

One priority was to start the transition to the implement the revised Conservation Authorities Act (CA Act) by developing a transition plan and Inventory of Programs and Services.

In 2023, completing the transition to the revised CA Act will remain a priority as staff works with municipal partners to develop new Memorandums of Understanding and Service Level Agreements, as well as the developing the new budget process.

However, our work to preserve of a healthy watershed will not stop. We will continue to deliver innovative, watershed-wide services through education, the application of science, community engagement, service excellence and collaboration with our partners.

## OUR WATERSHED

The Nottawasaga Valley Watershed is approximately 3,700 km<sup>2</sup>, with jurisdiction in 18 municipalities in in the counties of Simcoe, Dufferin and Grey. The watershed is the source of watercourses that flow into Georgian Bay at Wasaga Beach, Collingwood and Severn Sound.

NVCA's Board of Directors is comprised of one representative appointed from each of our member municipalities.

Board members have a very important role and responsibility to represent the interests of their municipalities, consider the interests and needs of the conservation authority, and establish an effective reporting relationship with their municipal council and staff.



# Budget Process

In August 2022, board members approved a staff report on the budget pressures projected for 2023 and directed staff to prepare a 2023 budget for consideration based on a \$150,000 increase to general levy.

Staff have developed a draft budget based on a \$137,048.95 increase. The draft budget is reviewed at the September 23, 2022 Board of Directors meeting and subsequently circulated to NVCA watershed municipalities for comments.

As this is an election year, the draft budget will be circulated to member municipalities after the September meeting for a 5-month review and consultation process. The Board of Directors will vote on the budget at the March 2023 Board Meeting.

# Budget Vote

The Board of Directors will vote on the budget and levy using a weighted vote. The weighting formula is based on the Current Value Assessment (CVA) levy apportionment found on the next page.

**STEP  
01**

Board of Directors approves circulation of draft budget September 23, 2022

**STEP  
02**

Budget to Municipal partners October 3, 2022

**STEP  
03**

Municipal review period until February 24, 2023

**STEP  
04**

Board of Directors weighted vote March 24, 2023



# 2023 Draft Budget

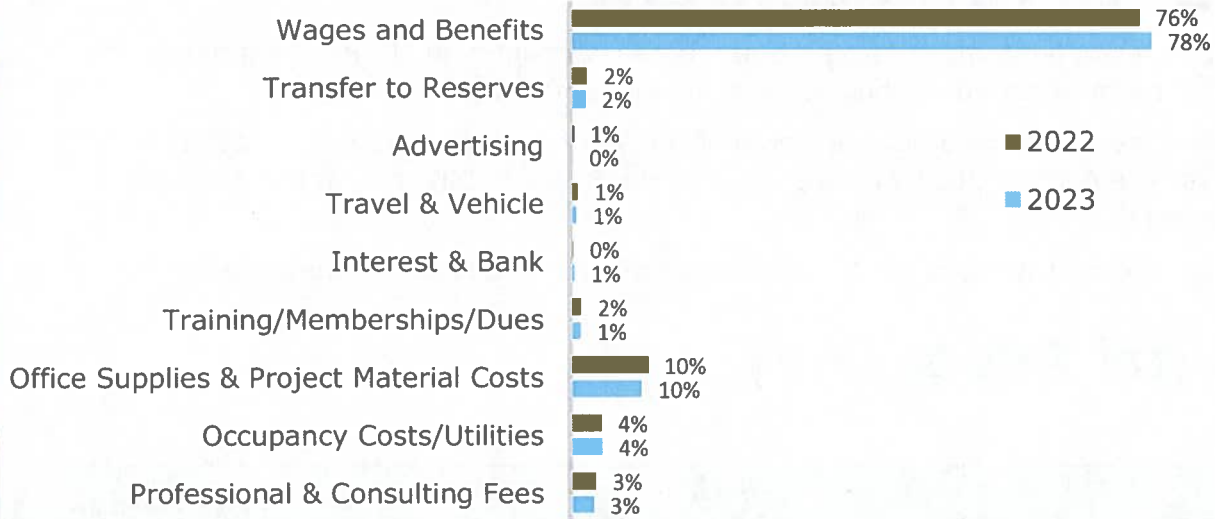
The 2023 operational budget is organized into business units and departments and is intended to reflect all associated costs. Operating programs have been maintained at the previous years' service levels.

A \$137,048.95 increase in municipal levy, is needed to support the operating expenditures. The operating levy is shared by NVCA member municipalities based on the CVA apportionment percentages provided by the Ministry of Environment, Conservation and Parks.

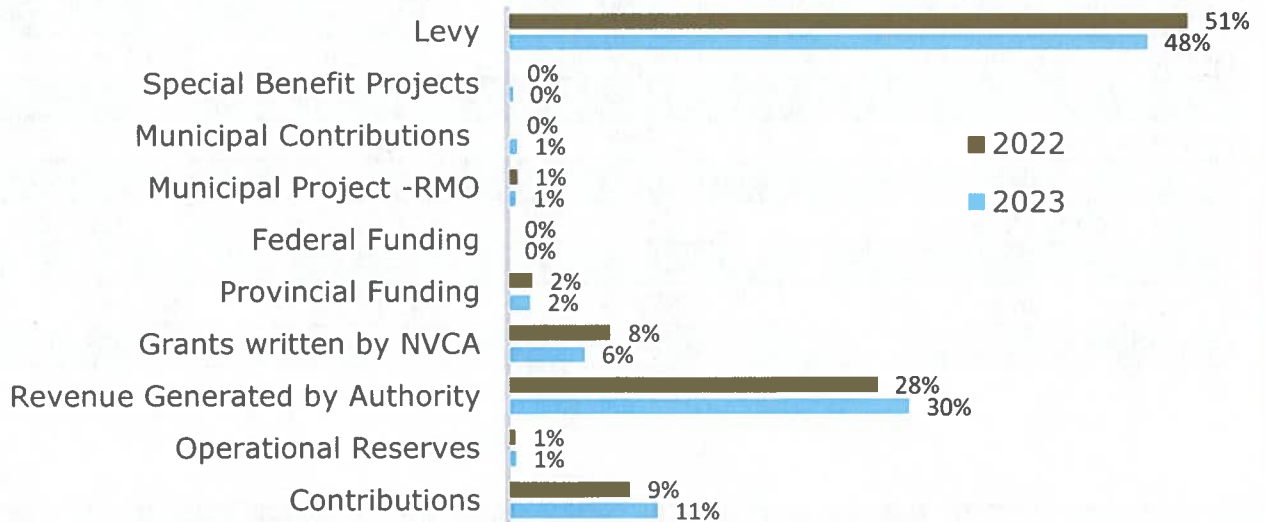
## Summary of Municipal Levy Contribution

Municipality	2022 CVA Apportionment Percentage	2023 CVA Apportionment Percentage	2022 Operating Levy	2023 Draft Operating Levy	\$ Increase
			2,654,593.28	\$2,791,642.23	\$137,048.95
Township of Adjala-Tosorontio	4.06%	4.04%	\$107,856.13	\$112,659.51	\$4,803.39
Township of Amaranth	0.22%	0.22%	\$5,787.01	\$6,105.32	\$318.31
City of Barrie	15.06%	14.91%	\$399,869.35	\$416,342.73	\$16,473.38
Town of The Blue Mountains	1.41%	1.44%	\$37,445.69	\$40,082.40	\$2,636.71
Town of Bradford West Gwillimbury	4.27%	4.28%	\$113,295.39	\$119,485.08	\$6,189.69
Clearview Township	4.88%	4.94%	\$129,557.43	\$137,784.29	\$8,226.87
Town of Collingwood	10.20%	10.25%	\$270,695.25	\$286,121.00	\$15,425.75
Township of Essa	6.93%	6.91%	\$184,082.77	\$192,941.56	\$8,858.79
Municipality of Grey Highlands	0.34%	0.34%	\$8,991.11	\$9,396.67	\$405.56
Town of Innisfil	7.29%	7.24%	\$193,514.54	\$201,989.27	\$8,474.73
Township of Melancthon	0.47%	0.47%	\$12,569.50	\$13,168.18	\$598.68
Town of Mono	3.71%	3.70%	\$98,408.43	\$103,173.51	\$4,765.09
Mulmur Township	1.62%	1.61%	\$43,062.81	\$44,931.48	\$1,868.67
Town of New Tecumseth	13.60%	13.59%	\$360,921.16	\$379,426.05	\$18,504.89
Township of Oro-Medonte	7.39%	7.37%	\$196,118.70	\$205,763.57	\$9,644.88
Town of Shelburne	2.02%	2.11%	\$53,617.48	\$58,850.61	\$5,233.13
Township of Springwater	7.49%	7.56%	\$198,749.40	\$211,073.28	\$12,323.88
Town of Wasaga Beach	9.04%	9.04%	\$240,049.56	\$252,347.71	\$12,298.15

## Expenses



## Revenues





# Asset Management

The capital asset levy, which funds the asset management plan (AMP), is shared by the municipal partners based on their apportionment percentage.

The AMP is based on the annual approval of the asset management plan by the Board of Directors. The AMP for 2022 was approved by the Board of Directors at the August 2023 Board meeting.

Below are the contributions for 2023 based on the approved Asset Management Plan:

## Capital Asset Levy

Municipality	2023 CVA Apportionment %	2022 Capital Levy Contribution	2023 Capital Levy
Township of Adjala-Tosorontio	4.04%	\$5,605.56	\$4,935.29
Township of Amaranth	0.22%	\$300.76	\$267.46
City of Barrie	14.91%	\$20,782.26	\$18,238.79
Town of The Blue Mountains	1.44%	\$1,946.18	\$1,755.90
Town of Bradford West Gwillimbury	4.28%	\$5,888.28	\$5,234.30
Clearview Township	4.94%	\$6,733.48	\$6,035.94
Town of Collingwood	10.25%	\$14,068.68	\$12,534.15
Township of Essa	6.91%	\$9,567.28	\$8,452.22
Municipality of Grey Highlands	0.34%	\$467.34	\$411.64
Town of Innisfil	7.24%	\$10,057.54	\$8,848.58
Melancthon Township	0.47%	\$653.30	\$576.86
Town of Mono	3.70%	\$5,114.55	\$4,519.74
Mulmur Township	1.61%	\$2,238.15	\$1,968.32
Town of New Tecumseth	13.59%	\$18,758.01	\$16,621.58
Township of Oro-Medonte	7.37%	\$10,192.81	\$9,013.92
Town of Shelburne	2.11%	\$2,786.66	\$2,578.08
Township of Springwater	7.56%	\$10,329.52	\$9,246.52
Town of Wasaga Beach	9.04%	\$12,476.04	\$11,054.63



# Reserves

These amounts will be put into reserves to pay for the repair maintenance and replacement of the assets as identified in the AMP.

Some of the 2023 expenditures as per the AMP:

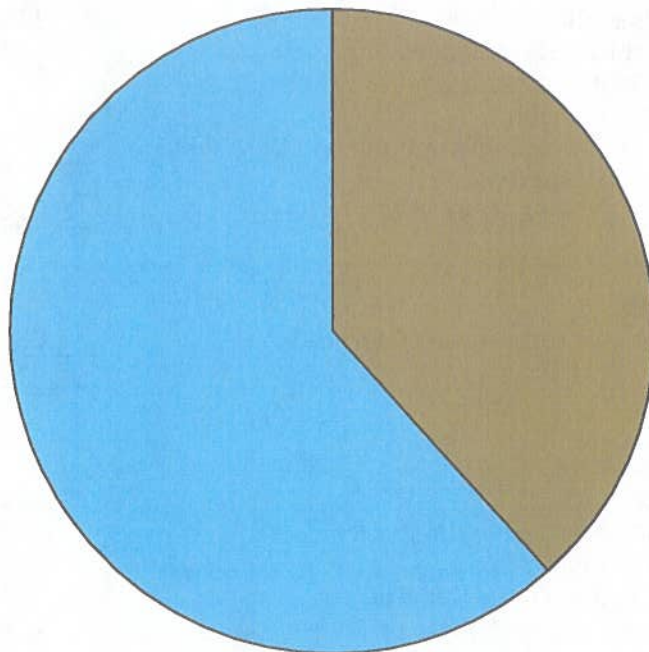
1. Dike safety review for Pretty River, dam safety reviews at Tiffin Conservation Area and maintenance of the New Lowell Dam
2. Parts replacement on lands, flood and monitoring equipment to extend life as well as replacement of some end-of-life equipment including a tractor
3. Computers and server upgrades and network hardware

## Funding for Asset Management Plan

**2023 Total Cost:**  
**\$273,300**

**Capital Reserves:**  
\$151,006.10  
55%

**Asset Levy:**  
\$122,293.90  
45%



## Nottawasaga Valley Conservation Authority Proposed 2023 Budget

### Consolidated

	BUDGET 2022	BUDGET 2023	\$ CHANGE
<b>REVENUE:</b>			
Municipal Levy	2,654,593.30	2,791,642.23	137,048.93
Special Benefit Projects	11,000.00	25,000.00	14,000.00
Oro-Medonte MOU	(39,825.49)	(41,880.49)	(2,055.00)
Municipal Contributions	10,000.00	42,800.00	32,800.00
Municipal Project - RMO	39,000.00	36,000.00	(3,000.00)
Total Municipal Revenue	2,674,767.81	2,853,561.74	178,793.93
MNR Transfer Payment-Flood	97,307.00	97,307.00	-
Other Provincial Sources	272,500.00	227,500.00	(45,000.00)
Federal Sources	125,100.00	104,000.00	(21,100.00)
Total Government Grants	494,907.00	428,807.00	(66,100.00)
Contributions	470,940.00	643,500.00	172,560.00
<b>User Fees</b>			
Reforestation	71,000.00	69,000.00	(2,000.00)
Healthy Waters	20,000.00	20,000.00	-
Conservation Lands	29,600.00	34,300.00	4,700.00
Planning	978,000.00	1,115,500.00	137,500.00
Environmental Monitoring	1,000.00	1,000.00	-
Environmental Education	148,950.00	214,000.00	65,050.00
Tiffin Operations	119,500.00	176,600.00	57,100.00
Conservation Land Leases	31,440.00	32,140.00	700.00
GIS & Technical Support	-	12,500.00	12,500.00
Investment Income	25,000.00	50,000.00	25,000.00
Total Contributions and User Fees	1,895,430.00	2,368,540.00	473,110.00
Operational Reserves	30,025.49	37,080.49	7,055.00
<b>TOTAL REVENUE</b>	5,095,130.30	5,687,989.23	592,858.93
<b>EXPENSES:</b>			
Wages and Interprogram Charges	3,853,600.29	4,412,596.41	558,996.12
	3,853,600.29	4,412,596.41	558,996.12
<b>Other Expenses</b>			
Staff Cost	10,600.00	10,600.00	-
Memberships/Professional Dues	47,350.00	49,350.00	2,000.00
Educations and Training	29,500.00	31,500.00	2,000.00
Materials & Supplies - General	359,000.00	364,332.82	5,332.82
Materials & Supplies - Cost of Trees	124,000.00	114,000.00	(10,000.00)
Vehicles & Large Equipment Costs	42,450.00	40,950.00	(1,500.00)
Office Expenses	16,000.00	16,000.00	-
Equipment Costs	9,000.00	9,000.00	-
Transportation Costs	13,000.00	7,000.00	(6,000.00)
Legal	22,000.00	22,000.00	-
Consultants	132,500.00	135,500.00	3,000.00
Insurance	117,350.00	154,700.00	37,350.00
Taxes	21,460.00	18,860.00	(2,600.00)



**Nottawasaga Valley Conservation Authority  
Proposed 2023 Budget**

**Consolidated**

	<b>BUDGET 2022</b>	<b>BUDGET 2023</b>	<b>\$ CHANGE</b>
Heat and Hydro	32,000.00	30,000.00	(2,000.00)
Telephones and Internet Access	23,000.00	23,000.00	-
Audit Fees	20,000.00	20,000.00	-
Interest and Bank Charges	22,500.00	33,500.00	11,000.00
Maintenance Expense	32,300.00	33,000.00	700.00
Uniform Expense	6,500.00	6,500.00	-
Leases	14,000.00	12,000.00	(2,000.00)
Advertisement and Communications	26,520.00	23,100.00	(3,420.00)
Bad Debt Expense	500.00	500.00	-
Transfer to Reserves	120,000.00	120,000.00	-
	<u>1,241,530.00</u>	<u>1,275,392.82</u>	<u>33,862.82</u>
<b>TOTAL EXPENSES</b>	<u>5,095,130.29</u>	<u>5,687,989.23</u>	<u>592,858.94</u>
<b>SURPLUS (DEFICIT)</b>	<u>(0.00)</u>	<u>-</u>	<u>0.00</u>



**Nottawasaga Valley Conservation Authority**

8195 8th Line, Utopia ON L0M 1T0

T: 705-424-1479 • F: 705-424-2115



@nottawasagaca



THE CORPORATION OF THE TOWNSHIP OF MELANCTHON

BY-LAW NO. 1-2023

A By-Law to authorize the borrowing of \$3,151,307.11

WHEREAS the Council of the Corporation of the Township of Melancthon (herein called "the Corporation") deems it necessary to borrow the sum of \$3,151,307.11 to meet, until taxes are collected, the current expenditures of the Corporation for the year 2023.

AND WHEREAS the estimated revenues of the Corporation as set forth in the estimates adopted for the year 2022 and further defined by Subsection 4 of Section 407 of the Municipal Act S.O. 2001, Chapter 25 were \$6,302,614.21

AND WHEREAS the amount that may be borrowed at any one time for the purposes mentioned in Section 407 of the Municipal Act, S.O. 2001, Chapter 25, together with the total of any similar borrowing that have not been repaid, shall not exceed from January 1st to September 30th of the year, 50 per cent of the total, and from October 1st to December 31st, 25 per cent of the total of the estimated revenues of the Corporation as set forth in the estimates adopted for the year, 2023

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

1. The Head and Treasurer are hereby authorized on behalf of the Corporation to borrow from time to time by way of promissory note from the Chartered Banks (herein called "the bank"), a sum or sums to meet, until revenues are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in the said Section 407 and to give on behalf of the Corporation a promissory note or notes sealed with the Corporate Seal and signed by the Head and Treasurer for the monies so borrowed with interest at the prevailing rate from time to time of the Bank. The amount borrowed shall not exceed in aggregate for the period January 1st to September 30th and for the period October 1st to December 31st.
2. All Sums borrowed pursuant to the authority of this By-law as well as all other sums borrowed in this year and in any previous years from the Bank for any or all of the purposes mentioned in the said Section 407 shall, with interest, thereon, be a charge upon the whole or any part or parts of the revenues of the Corporation for the current year or for any preceding years, as and when such revenues are received.
3. The Treasurer is hereby authorized and directed to apply in payment of all or any sums borrowed as aforesaid, together with interest thereon, all or any of the monies hereafter collected or received, either on account of or realized in respect of the taxes levied for the current year and preceding years or from any other source, which may lawfully be applied for such purpose.
4. The Bank shall be entitled to rely as to the authority of any borrowing on a copy of this By-law certified by the Clerk and on financial statements furnished to the Bank from time to time by the Treasurer.
5. This By-law shall remain in full force and be binding on the Corporation as against the Bank until a copy, certified by the Clerk under the Corporate Seal, of a By-law repealing or replacing this By-law, shall have been received by the Bank duly acknowledged by it in writing.

By-Law read a first and second time this 12<sup>th</sup> day of January, 2023.

By-Law read a third time and passed this 12<sup>th</sup> day of January, 2023.

.....  
MAYOR

.....  
CLERK



**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NUMBER**

**-2023**

**BEING A BY-LAW TO PROVIDE FOR THE LEVY AND  
COLLECTION OF RATES OR LEVIES REQUIRED FOR  
THE TOWNSHIP OF MELANCTHON FOR THE INTERIM  
LEVY FOR THE YEAR 2023 AND TO PROVIDE FOR THE  
MAILING OF NOTICES DEMANDING PAYMENT OF  
TAXES FOR THE INTERIM LEVY FOR THE YEAR 2023**

**WHEREAS** the Municipal Act, 2001, provides for Interim Tax levies;

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

1. THAT the Interim Tax Levy for 2023 on all Property Classes shall be set by levying 50 per cent of the total amount of taxes for municipal and school purposes levied on the property for the previous year, including annualized supplementary taxes, and local charges and/or area rates.
2. THAT the taxes shall be payable in two instalments as follows:  
  
February 21, 2023 and May 23, 2023
3. THAT any instalment or any part of any instalment of rates, taxes and assessments not paid on the due date, a penalty shall be added of one and one quarter (1.25) per cent on the first day of default and on the first day of each calendar month thereafter in which default continues, as set out in the Municipal Act.
4. THAT the Treasurer as the Collector of Taxes for the Township of Melancthon is hereby authorized to mail or cause to be mailed the notice specifying the amount of taxes payable by any person liable for taxes, to the address or place of business of the person or persons to whom such notice is required to be given.
5. THAT the said payment of taxes shall be payable at the office of the Tax Collector of the Township of Melancthon or any other place designated by the said collector.

BY-LAW READ A FIRST AND SECOND TIME THIS 12<sup>th</sup> DAY OF JANUARY, 2023

BY-LAW READ A THIRD TIME AND PASSED THIS 12<sup>th</sup> DAY OF JANUARY, 2023

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NO. -2023**

Being a By-law to amend By-law No. 52-2022 passed in open Council on December 1, 2022.

**WHEREAS** the Council of the Corporation of the Township of Melancthon deems it expedient to amend By-law No. 52-2022, a By-law to appoint Municipal Officials from December 1, 2022 until December 31, 2023.

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

That Councillor Ruth Plowright be appointed as the Council Representative to the Board of Management of the North Dufferin Community Centre.

This By-law shall take effect and come into force on the passing thereof.

By-law read a first and second time this 12<sup>th</sup> day of January, 2023.

By-law read a third time and passed this 12<sup>th</sup> day of January, 2023.

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MAYOR

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CLERK



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

*157101 Highway 10, Melancthon, Ontario, L9V 2E6*

## MEMORANDUM TO COUNCIL

**TO: MAYOR WHITE AND MEMBERS OF COUNCIL**

**FROM: DENISE B. HOLMES, AMCT, CAO/CLERK**

**SUBJECT: INTEGRITY COMMISSIONER SERVICES**

**MEETING DATE: JANUARY 12, 2023**

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At the meeting of Council held on December 15, 2022, the following motion was introduced and passed:

*Moved by Neilson, Seconded by Moore*

**Be it resolved that:** "the Council of the Township of Melancthon accept the recommendation from Denise Holmes, CAO/Clerk and appoint Guy Giorno, Fasken Martineau as the Township's Integrity Commissioner for the term of Council. Further, that Staff be directed to contact Mr. Giorno and have him prepare the required Agreement of Service to be brought back to the January 12<sup>th</sup>, 2023, meeting of Council for execution". **Carried.**

Attached to this Memo is the proposed agreement for Integrity Commissioner Services and Mr. Giorno provided his summary of changes below to this agreement:

1. Replaced list of *Municipal Act* functions of Integrity Commissioner with the new list.
2. Added references in various places to MCIA inquiries (not just Code of Conduct inquiries).
3. Removed references to the RFP since this is a renewal with no RFP.
4. Replaced the work schedule with reference to the Complaint Protocol adopted by Council.
5. Replaced references to the "Project" – mostly replaced with "services under the Agreement."
6. Removed interest paid by Township on overdue invoices.
7. Added undertaking that the IC will discharge functions in a manner that is reasonable and efficient and that avoids duplication and unnecessary cost.
8. Inserted the new fee rates.

9. Inserted a reference to expenses. Previously these were in the RFP response, but since there is no RFP response, I added a paragraph.
10. Protection for the Township in the event of outside legal costs. You may have read stories about some ICs hiring external lawyers with costs to the municipalities in the hundreds of thousands of dollars. I am now adding two new paragraphs in my agreements to protect municipalities. These two paragraphs include three commitments:
  - a. I undertake not to hire external lawyers to give me advice on legislation (MCIA and *Municipal Act* Part V.1) that an IC is supposed to know.
  - b. In other cases where advice is needed I will consult with the CAO/Clerk about the need for external advice, the selection of external counsel, and the reasonableness and estimated amount of such counsel's fees.
  - c. In the event of litigation – this is where some ICs incur significant expenses that municipalities must pay – I will first consult with CAO/Clerk about the selection of litigation counsel and the reasonableness and estimated amount of such counsel's fees. Where it is more efficient to do so, and only with the prior approval of the CAO/Clerk, Fasken itself may act as the Integrity Commissioner's litigation counsel.
11. Confirm this is not a solicitor-client relationship.
12. Confirm term is 2022-2026 term of Council, unless extended.
13. Add sections confirming that the Agreement is not intended to limit compliance with various provisions of the Act, including: IC confidentiality obligations, IC disclosure powers/duties, IC access to records and information.

Mr. Giorno has also provided a red-lined copy for ease of reference to show the changes to the proposed agreement.

My recommendation to Council is that the By-law appointing Guy Giorno of Fasken Martineau, Dumoulin LLP as the Township of Melancthon's Integrity Commissioner for the term of Council be given the necessary readings.

## AGREEMENT

THIS AGREEMENT effective the 15th day of November, 2022

BETWEEN:

CORPORATION OF THE TOWNSHIP OF MELANCTHON

The "Municipality"

-and-

FASKEN MARTINEAU DUMOULIN LLP.

The "Consultant"

WHEREAS section 223.2 of the *Municipal Act, 2001*, as amended (the "Act"), authorizes the municipality to establish a code of conduct for members of the council of the municipality and of local boards of the municipality;

AND WHEREAS section 223.3 of the Act authorizes the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to,

- 1) The application of the code of conduct for members of council and the code of conduct for members of local boards;
- 2) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards;
- 3) The application of sections 5, 5.1, 5.2 and 5.3 of the *Municipal Conflict of Interest Act* to members of council and of local boards;
- 4) Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member;
- 5) Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members;
- 6) Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*;
- 7) The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*;

AND WHEREAS, the Municipality is satisfied that the Consultant has the skills and ability to meet the foregoing criteria and deems it desirable to appoint Guy Giorno



("Giorno"), a partner in the Consultant, as the Integrity Commissioner to provide the services of Integrity Commissioner of the Township of Melancthon, in accordance with section 223.3 of the Act, and to investigate requests for inquiries respecting alleged contraventions of the Municipality's Code of Conduct for Members of Council and Members of Local Boards;

NOW THEREFORE the Consultant and the Municipality agree as follows:

1. The Municipality shall:
  - (a) Pay to the Consultant the rates set out in this Agreement for services of the Integrity Commissioner under Part V.1 of the Act.
  - b) Instruct the Consultant fully in writing as to the Municipality's total requirements in connection with the services under this Agreement, including the Municipality's budget and time constraints. Provide new annual requirements subject to budget approval in successive years of the contract.
  - c) Give prompt consideration to all specifications, proposals, and other documents, relating to the services under this Agreement, prepared by the Consultant, and whenever prompt action is necessary, inform the Consultant of his/her decisions in such reasonable time so as not to delay the services of the Consultant, or to prevent him forwarding instructions to the Consultant or to Sub-Consultants in accordance with the contract schedule.
  - d) Arrange and make provision for the Consultant's entry and ready access to any relevant sites, as necessary to enable the performance of the services required.
  - e) Designate in writing an individual to act as his/her representative, such person to have complete and exclusive authority to transmit instructions to and receive information from the Consultant.
  - f) Give prompt written notice to the Consultant whenever the Municipality or his/her representative become aware of any defects or deficiencies in the work or in the services provided. For the purposes of this Agreement "defects and deficiencies" shall be defined as "any failure of the Consultant to meet and/or deliver any agreed upon deliverable/service and/or meet an applicable deadline as set out in this Agreement.
  - g) Instruct the Consultant fully in writing of any additional work required outside the scope of this Agreement.
  - h) Indemnify and save harmless the Consultant from any claims, demands or actions brought against the Consultant in relation to

the provision of services by employees, officers or Council members of the Municipality who are not acting under instructions from the Consultant.

2. The Consultant shall:

- a) Provide all services of an Integrity Commissioner under Part V.1 of the Act. The parties acknowledge that Council has appointed Giorno as Integrity Commissioner and that, unless Council by resolution approves, Consultant has no right to replace him.
- b) Adhere to the Municipality's Complaint Protocol under the Council & Local Board Members Code of Conduct which shall govern Giorno's work schedule for conducting inquiries under the Act. The Consultant agrees to provide a work schedule for any other assigned services and to complete all work in accordance with the schedule.
- c) Provide all necessary labour, materials, equipment and sub-consultants necessary to complete the work.
- d) Keep the Municipality informed of the status of services under this Agreement and of any occurrences which adversely affect the Municipality's interests.
- e) Not perform any additional work outside of the scope of this Agreement without obtaining the written agreement of the Municipality. No additional work shall be authorized without a full written quotation being supplied for any additional task or function.
- f) Consultant designates Giorno to act as its representative, such person to have complete and exclusive authority to transmit instructions to and/or receive information.
- g) Consultant will indemnify, defend and hold the Municipality, its officers, employees and agents, harmless from and against any liability, expense or damage, including reasonable attorneys' fees, in each case solely for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or wilful misconduct of Consultant while engaged in the performance of services under this engagement; provided, however, that if there also is fault on the part of Municipality or any entity or individual indemnified hereunder or any entity or individual acting on Municipality's behalf, the foregoing indemnification shall be on a comparative fault basis. The foregoing obligations are conditioned on Municipality providing Consultant with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with

Consultant in connection with any such claim. Consultant shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

- h) The Consultant will comply with all applicable requirements of the *Workplace Safety and Insurance Act*. It certifies that all employees, officers, agents and sub-contractors who must be covered are covered under the Act. The Municipality understands that Offices of Lawyers and Notaries (employer classification 7761-000, WSIB Employer Classification Manual, I-956-41) are not covered by the Act.
- (i) When engaged in work within any facility of the Municipality's, the Consultant and its employees shall abide by the rules and regulations of the Municipality. The Consultant's employees may be required to attend an orientation meeting, highlighting the health and safety requirements of the Municipality. In the event that the Consultant and/or its employees shows disregard for these requirements, a notice of non-compliance may be issued. The Consultant will be responsible for reacting immediately to the deficiency and correcting any potential health and safety risks.
- (j) The Consultant shall during the length of the Agreement carry liability insurance in the minimum amount of \$2,000,000 per incident. In addition, the Municipality will be added as an additional insured party to the policy, relevant to the work involved in this Agreement. A current certificate of insurance shall be supplied and the Municipality shall be immediately informed by the Consultant, if any of the relevant details change.
- (k) The Consultant shall carry Professional liability or Errors and Omissions insurance in the minimum amount required by the Municipality.
- (l) The Municipality acknowledges that a Certificate of Insurance (naming Municipality as an additional insured party) and a Summary of Professional Liability Insurance Coverage, satisfying the requirements of this section, have been supplied. Consultant shall immediately inform the Municipality if any of the relevant details change.
- (m) While the requirements of the Act must at all times be satisfied and upheld, Giorno undertakes to discharge his functions in a manner that is reasonable and efficient and that avoids duplication and unnecessary cost.

3. The Parties agree:

- (a) That the yearly contract fee, exclusive of the hourly rate of \$130.00 plus HST, and exclusive of Expenses as set out below, shall not exceed \$200.00 plus HST
- (b) The fees for services provided under this Agreement shall be \$130 per hour plus HST. Travel time will be charged at half the rate. In addition, the Municipality shall pay the Consultant an annual retainer of \$200.
- (c) Expenses - The Consultant will be entitled to reimbursement of expenses incurred in relation to the provision of services under this Agreement, including but not limited to mileage, food and hotel costs, car rental, railway transportation, and/or fuel charges, subject to (i) any applicable policy of the Municipality that governs mileage, accommodation, and travel, and (ii) the requirement to furnish receipts at the Municipality's request.
- (d) Legal Advice/Fees - The parties agree that, when necessary, Giorno may arrange for and receive external legal assistance and advice to properly perform the duties contemplated by this Agreement. The parties agree that, as a direct cost and not as a reimbursable expense, the Municipality shall pay the cost of such external legal assistance and advice. Nevertheless, Giorno undertakes not to ask the Municipality to pay for external legal advice to him concerning the laws that Integrity Commissioner is supposed to know and understand, namely, the *Municipal Conflict of Interest Act* and Part V.1 of the *Municipal Act*. Before engaging external legal advice concerning any other legislation, Giorno will consult with the CAO/Clerk about the need for external advice, the selection of external counsel, and the reasonableness and estimated amount of such counsel's fees.
- (e) Litigation/Fees - The parties acknowledge that sometimes, though infrequently, an Integrity Commissioner may be a party to litigation, and the parties agree that, in such instance, as a direct cost and not as a reimbursable expense, the Municipality shall pay the cost of the Integrity Commissioner's litigation counsel. Giorno will first consult with CAO/Clerk about the selection of litigation counsel and the reasonableness and estimated amount of such counsel's fees. Where it is more efficient to do so, and only with the prior approval of the CAO/Clerk, the Consultant itself may act as the Integrity Commissioner's litigation counsel.
- (f) Authority for general co-ordination of the services under this Agreement shall reside with the Municipality to the extent provided for in this Agreement. This Agreement does not create any master and servant or partnership relationship between the Municipality and the

Consultant. At no time will the Consultant or anyone acting for the Consultant; be considered employees of the Municipality. The Municipality understands, agrees and confirms that Giorno is not the Municipality's lawyer and the Consultant is not the Municipality's law firm. No solicitor-client relationship is created by this Agreement or by the appointment of Giorno as Integrity Commissioner.

- (g) The Consultant shall co-ordinate the activities of any Sub-Consultants, under direction from the Municipality.
- (h) If the Consultant is shown to be in default in the performance of any of his/her material obligations set forth in this Agreement, then the Municipality may, by written notice to the Consultant, require such default to be corrected. If within 15 days after receipt of such notice such default shall not have been corrected or reasonable steps to correct such default shall not have been taken, the Municipality may, without limiting any other right or remedy he may have, immediately terminate this Agreement and make settlement for the cost of the services rendered and disbursements incurred by the Consultant pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
- (i) If the Municipality terminates the appointment of the Integrity Commissioner, the Municipality may terminate this Agreement by giving 30 days prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to suspend or close out the project. In such event the Consultant shall be paid by the Municipality for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension or termination.
- (j) If the Municipality terminates the contract for any of the previously stated reasons, it shall be entitled to take possession of copies of any research materials and the deliverables that have been prepared to the point of termination.

#### **4. Legal Services, Confidentiality and Conflicts of Interest**

- (a) The parties confirm that the services covered by this agreement will be provided by Consultant through Giorno in his capacity as a lawyer.
- (b) The Consultant and Giorno will, inside the law firm, create a "confidentiality wall" so that only the those professionals within the firm working the Municipality's Integrity Commissioner files have access to such information related to the Municipality.
- (c) The Municipality confirms, agrees and consents that the appointment

of Giorno and this Agreement with the Consultant do not prohibit the Consultant from accepting from another client a mandate that is adverse to the interests of the Municipality, provided that all of the following conditions are satisfied: Giorno does not act in the other mandate; no one else providing services under this Agreement acts in the other mandate; the other mandate is unrelated to Integrity Commissioner services; and the Consultant possesses no confidential information obtained in the course of providing services under this Agreement that is relevant to the other mandate.

## 5. Licence and Ownership.

- a) Consultant Technology. Consultant and its contracted affiliates and subcontractors have created, acquired or otherwise have rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various intellectual, industrial and other property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "Consultant Technology").
- b) Ownership of Deliverables. For purposes of this engagement, "Deliverables" shall mean all work product first created by Consultant for delivery to Municipality in connection with the services provided hereunder, but shall not include any third-party software or related documentation licensed directly to the Municipality from a third party, or any modifications or enhancements thereto or derivatives thereof. Subject to Municipality's full and final payment to Consultant hereunder, Consultant shall (i) transfer, assign and convey to Municipality all right, title and interest in and to the Deliverables (except for any Consultant Technology contained therein), and (ii) grant to Municipality a non-exclusive, royalty-free, worldwide, perpetual, non-transferable licence to use, for Municipality's internal business purposes, any Consultant Technology contained in the Deliverables. For greater certainty, the parties agree that Giorno's final (not draft) reports to Council are the only Deliverables contemplated by this Agreement.
- c) Ownership of Consultant Property. To the extent that Consultant uses any Consultant Technology or any other intellectual, industrial or other property in connection with the performance of its services, Consultant shall retain all right, title and interest in and to such property, and, except for the licence expressly granted in Section 4(b), Municipality

shall acquire no right, title or interest in or to such property.

6. (a) If the Municipality is shown to be in default in the performance of any of its material obligations set forth in this Agreement, then the Consultant may, by written notice to the Municipality, require such default to be corrected. If within 7 days after receipt of such notice such default shall not have been corrected, the Consultant may terminate this Agreement. In such an event the Consultant shall be paid by the Municipality for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
- (b) If the Consultant's services are suspended by the Municipality at any time for more than 30 days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Municipality, to terminate this Agreement upon giving 7 days written notice thereof to the Municipality. In such event the Consultant shall be paid by the Municipality for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension.
7. (a) The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.
- (b) No action or failure to act by the Municipality or Consultant shall constitute a waiver of any right or duty afforded either of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
8. (a) All matters in dispute arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it may, with the concurrence of both the Municipality and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them. The place of the arbitration shall be the Township of Melancthon Municipal Office and the language of the arbitration shall be English.
- (b) No one shall be nominated to act as arbitrator who is in any way financially interested in the conduct of the project or in the business affairs of either the Municipality or the Consultant.
- (c) In the event that the parties cannot agree as to the single arbitrator to be appointed, then such arbitrator shall be appointed by the applicable Courts.

- (d) The laws of the Province of Ontario shall govern this Agreement and any arbitration or litigation in respect thereof.
  - (e) The award of the arbitrator shall be final and binding upon the parties.
  - (f) For greater certainty, a challenge to, or disagreement concerning, a report of an inquiry into a Code of Conduct complaint, a recommendation contained in such report, a decision following an inquiry into an alleged *Municipal Conflict of Interest Act* contravention, or the inquiry process, shall not be considered a “matter in dispute” covered by this section.
9. Neither party may assign this Agreement in any manner without the prior consent in writing of the other.
  10. This Agreement shall continue during the entirety of Giorno’s appointment as Integrity Commissioner, which currently runs for the entire 2022 to 2026 term of Council, and which may be extended by a decision of Council. If Giorno continues to perform functions under Part V.1 of the Act after the end of his appointment, then this Agreement continues to operate until the full completion of those functions.
  11. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two business days if made in writing to the other party by registered mail, or e-mail, addressed to the regular business address of such other party as stated within this Agreement.

<p>Corporation of the Township of Melancthon  157101 Highway 10  Melancthon, Ontario  L9V 2E6  E-mail:  dholmes@melancthontownship.ca</p>	<p>Fasken Martineau DuMoulin LLP  2400-333 Bay Street  Toronto, Ontario  M5H 2T6  E-mail: ggiorno@fasken.com</p>
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12. The Consultant shall at all times be responsible for keeping confidential, any files, data and other forms of information belonging to the Municipality that is encountered while fulfilling work within this Agreement. The Consultant shall take all necessary measures to guard any such information to ensure that it is kept secure at all times. The foregoing obligations shall not apply to information which (i) shall have otherwise become publicly available other than as a result of disclosure by the Consultant in breach hereof, (ii) was disclosed to the Consultant on a non-confidential basis from a source other than the Municipality, which is not prohibited from disclosing such information as a result of an obligation in favor of the Municipality, (iii) is developed by the Consultant independently of, or was known by the Consultant prior to, any disclosure of such information made by the Municipality, or (iv) is disclosed



with the written consent of the Municipality.

A receiving party also may disclose confidential information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Consultant and the Municipality relating to the Consultant's services for the Municipality or this Agreement.

Should it be necessary to remove information, or systems which contain information, from the Municipality's premises, the Consultant will take additional precautions during transportation and at the Consultant's or Sub-Consultant's premises to make certain that the information is not accessed by or transmitted to a third party, either directly or indirectly. The Consultant, employees of the Consultant and any involved Sub-Consultant shall not view information contained on any system that is not absolutely necessary in order to complete the task assigned. Further they shall not copy, share or transmit any of the Municipality's information, without seeking the written consent of the Municipality. All individuals shall be required to sign a confidentiality statement acknowledging their understanding and promise to keep such information safe and confidential.

This section shall not limit the right of the Municipality or other party to seek remedy via any municipal, provincial or federal legislation guarding against the release of private or sensitive information.

This Agreement does not limit the Integrity Commissioner's disclosure of information in accordance with the Act. The parties understand and acknowledge that reports of the Integrity Commissioner's Code of Conduct inquiries are, once placed on the Council agenda, in the public domain. The parties also understand and acknowledge that section 223.4.1 of the Act requires the Integrity Commissioner to publish reasons at the conclusion of an inquiry into an alleged *Municipal Conflict of Interest Act* contravention.

Nothing in this section affects the exercise of the Integrity Commissioner's powers under the Act and the *Public Inquiries Act*, including but not limited to the power to require the production of records and information and right of free access to information of the Municipality.

The parties acknowledge that an Integrity Commissioner is subject to the confidentiality requirements of Part V.1 of the Act. Nothing in this Agreement shall prevent Giorno, as Integrity Commissioner, from complying with those confidentiality obligations.

13. This Agreement constitutes the sole and entire agreement between the Municipality and the Consultant relating to the project, and supersedes all

prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions or warranties, whether expressed or implied, shall form a part thereof. This Agreement may be amended only by written instrument signed by both the Municipality and the Consultant.

14. Attach and initial any additional terms, which shall form a part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement which takes effect as of the day and year first above written.

**THE CORPORATION OF THE TOWNSHIP OF  
MELANCTHON**

---

Darren White, Mayor

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Denise Holmes, CAO/Clerk

**FASKEN MARTINEAU DUMOULIN LLP**

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*I have authority to bind the Partnership*

Guy Giorno, Partner



## AGREEMENT

THIS AGREEMENT effective the 15th day of November, 2022

BETWEEN:

CORPORATION OF THE TOWNSHIP OF MELANCTHON

The "Municipality"

-and-

FASKEN MARTINEAU DUMOULIN LLP,

The "Consultant"

WHEREAS section 223.2 of the *Municipal Act, 2001*, as amended (the "Act"), authorizes the municipality to establish a code of conduct for members of the council of the municipality and of local boards of the municipality;

AND WHEREAS section 223.3 of the Act authorizes the municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to,

- a) ~~the application of the code of conduct for members of council and the code of conduct for members of local boards or of either of them;~~
- b) ~~the application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards or of either of them; or~~

~~both of clauses (a) and (b);~~ 1) The application of the code of conduct for members of council and the code of conduct for members of local boards;

2) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards;

3) The application of sections 5, 5.1, 5.2 and 5.3 of the *Municipal Conflict of Interest Act* to members of council and of local boards;

4) Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member;

5) Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members;

6) Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*;

e) 7) The provision of educational information to members of council.

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~~members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act.~~

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AND WHEREAS, ~~after conducting a competitive Request for Proposal process,~~ the Municipality is satisfied that the Consultant has the skills and ability to meet the foregoing criteria and deems it desirable to appoint Guy Giorno ("Giorno"), a partner in the Consultant, as the Integrity Commissioner to provide the services of Integrity Commissioner of the Township of Melancthon, in accordance with section 223.3 of the Act, and to investigate requests ~~received by the Municipality pursuant to the Act for inquiries~~ respecting ~~an~~ alleged contraventions of the Municipality's Code of Conduct for Members of Council ~~and Members of Local Boards~~;

NOW THEREFORE the Consultant and the Municipality agree as follows:

1. The Municipality shall:

- (a) Pay to the Consultant the rates ~~set out in this Agreement for services provided in accordance with the RFP and RFP response of the Integrity Commissioner under Part V.1 of the Act.~~

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~~If the Municipality fails to make payments to the Consultant as they become due under the terms of this contract, or in an award by arbitration or court, interest of 1 per cent (1%) above the prime rate per annum as of the date of payment became due on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.~~

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

- b) Instruct the Consultant fully in writing as to the Municipality's total requirements in connection with the ~~Projects included in services under~~ this Agreement, including the Municipality's budget and time constraints. Provide new annual requirements subject to budget approval in successive years of the contract.

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- c) Give prompt consideration to all specifications, proposals, and other documents ~~relating to the Projects services under this Agreement,~~ prepared by the Consultant, and whenever prompt action is necessary, inform the Consultant of his/her decisions in such reasonable time so as not to delay the services of the Consultant, or to prevent him forwarding instructions to the Consultant or to Sub-Consultants in accordance with the contract schedule.

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- d) Arrange and make provision for the Consultant's entry and ready access to ~~the Project any relevant sites,~~ as necessary to enable the

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performance of the services required.

- e) Designate in writing an individual to act as his/her representative, such person to have complete and exclusive authority to transmit instructions to and receive information from the Consultant.
- f) Give prompt written notice to the Consultant whenever the Municipality or his/her representative become aware of any defects or deficiencies in the work or in the services provided. For the purposes of this Agreement "defects and deficiencies" shall be defined as "any failure of the Consultant to meet and/or deliver any agreed upon deliverable/service and/or meet an applicable deadline as set out in this Agreement.
- g) Instruct the Consultant fully in writing of any additional work required outside the scope of this Agreement.
- h) Indemnify and save harmless the Consultant from any claims, demands or actions brought against the Consultant in relation to the provision of services by employees, officers or Council members of the Municipality who are not acting under instructions from the Consultant.

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2. The Consultant shall:

- a) Provide all services ~~as stated on the RFP response attached as Schedule "A" heretofore~~ an Integrity Commissioner under Part V.1 of the Act. The parties acknowledge that Council has appointed Giorno as Integrity Commissioner and that, unless Council by resolution approves, Consultant has no right to replace him.
- b) Adhere to the Municipality's Complaint Protocol under the Council & Local Board Members Code of Conduct which shall govern Giorno's work schedule for ~~processing complaints under the Code of Conduct is appended as Schedule "B" conducting~~ inquires under the Act. The Consultant agrees to provide a work schedule for any other assigned ~~project services~~ and to complete all work in accordance with the schedule.
- c) Provide all necessary labour, materials, equipment and sub-consultants necessary to complete the work.
- d) Keep the Municipality informed of the status of ~~the project services~~ under this Agreement and of any occurrences which adversely affect the Municipality's interests.
- e) Not perform any additional work outside of the scope of this ~~contract~~ Agreement without obtaining the written agreement of the Municipality.

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No additional work shall be authorized without a full written quotation being supplied for any additional task or function.

- f) Consultant designates *Giorno* to act as its representative, such person to have complete and exclusive authority to transmit instructions to and/or receive information.
- g) Consultant will indemnify, defend and hold the Municipality, its officers, employees and agents, harmless from and against any liability, expense or damage, including reasonable attorneys' fees, in each case solely for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of Consultant while engaged in the performance of services under this engagement; provided, however, that if there also is fault on the part of Municipality or any entity or individual indemnified hereunder or any entity or individual acting on Municipality's behalf, the foregoing indemnification shall be on a comparative fault basis. The foregoing obligations are conditioned on Municipality providing Consultant with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with Consultant in connection with any such claim. Consultant shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.
- h) The Consultant will comply with all applicable requirements of the *Workplace Safety and Insurance Act*. It certifies that all employees, officers, agents and sub-contractors who must be covered are covered under the Act. The Municipality understands that Offices of Lawyers and Notaries (employer classification 7761-000, WSIB Employer Classification Manual, I-956-41) are not covered by the Act.
- (i) When engaged in work within any facility of the Municipality's, the Consultant and its employees shall abide by the rules and regulations of the Municipality. The Consultant's employees may be required to attend an orientation meeting, highlighting the health and safety requirements of the Municipality. In the event that the Consultant and/or its employees shows disregard for these requirements, a notice of non-compliance may be issued. The Consultant will be responsible for reacting immediately to the deficiency and correcting any potential health and safety risks.
- (j) The Consultant shall during the length of the Agreement carry liability insurance in the minimum amount of \$2,000,000 per incident. In addition, the Municipality will be added as an additional insured party to the policy, relevant to the work involved in this Agreement. A current certificate of insurance shall be supplied and the Municipality shall be immediately informed by the Consultant, if any of the relevant details

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change.

(k) The Consultant shall carry Professional liability or Errors and Omissions insurance in the minimum amount required ~~within the RFP documents by the Municipality.~~

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(l) The Municipality acknowledges that a Certificate of Insurance (naming Municipality as an additional insured party) and a Summary of Professional Liability Insurance Coverage, satisfying the requirements of this section, have been supplied. Consultant shall immediately inform the Municipality if any of the relevant details change.

(m) ~~While the requirements of the Act must at all times be satisfied and upheld, Giorno undertakes to discharge his functions in a manner that is reasonable and efficient and that avoids duplication and unnecessary cost.~~

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3. The Parties agree:

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(a) That the yearly contract fee, exclusive of the hourly rate of \$1030.00 plus HST, and exclusive of Expenses as set out ~~in the RFP response below,~~ shall not exceed \$9200,00 plus HST

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(b) ~~The fees for services provided under this Agreement shall be \$130 per hour plus HST. Travel time will be charged at half the rate. In addition, the Municipality shall pay the Consultant an annual retainer of \$200.~~

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(c) ~~Expenses - The Consultant will be entitled to reimbursement of expenses incurred in relation to the provision of services under this Agreement, including but not limited to mileage, food and hotel costs, car rental, railway transportation, and/or fuel charges, subject to (i) any applicable policy of the Municipality that governs mileage, accommodation, and travel, and (ii) the requirement to furnish receipts at the Municipality's request.~~

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(d) ~~Legal Advice/Fees - The parties agree that, when necessary, Giorno may arrange for and receive external legal assistance and advice to properly perform the duties contemplated by this Agreement. The parties agree that, as a direct cost and not as a reimbursable expense, the Municipality shall pay the cost of such external legal assistance and advice. Nevertheless, Giorno undertakes not to ask the Municipality to pay for external legal advice to him concerning the laws that Integrity Commissioner is supposed to know and understand, namely, the *Municipal Conflict of Interest Act* and Part V.1 of the *Municipal Act*. Before engaging external legal advice concerning any~~

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other legislation, Giorno will consult with the CAO/Clerk about the need for external advice, the selection of external counsel, and the reasonableness and estimated amount of such counsel's fees.

(e) Litigation/Fees - The parties acknowledge that sometimes, though infrequently, an Integrity Commissioner may be a party to litigation, and the parties agree that, in such instance, as a direct cost and not as a reimbursable expense, the Municipality shall pay the cost of the Integrity Commissioner's litigation counsel. Giorno will first consult with CAO/Clerk about the selection of litigation counsel and the reasonableness and estimated amount of such counsel's fees. Where it is more efficient to do so, and only with the prior approval of the CAO/Clerk, the Consultant itself may act as the Integrity Commissioner's litigation counsel.

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(b)(f) Authority for general co-ordination of the project services under this Agreement shall reside with the Municipality to the extent provided for in this Agreement. This Agreement does not create any master and servant or partnership relationship between the Municipality and the Consultant. At no time will the Consultant or anyone acting for the Consultant; be considered employees of the Municipality. The Municipality understands, agrees and confirms that Giorno is not the Municipality's lawyer and the Consultant is not the Municipality's law firm. No solicitor-client relationship is created by this Agreement or by the appointment of Giorno as Integrity Commissioner.

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(e)(g) The Consultant shall co-ordinate the activities of any Sub-Consultants, under direction from the Municipality.

(d)(h) If the Consultant is shown to be in default in the performance of any of his/her material obligations set forth in this Agreement, then the Municipality may, by written notice to the Consultant, require such default to be corrected. If within 15 days after receipt of such notice such default shall not have been corrected or reasonable steps to correct such default shall not have been taken, the Municipality may, without limiting any other right or remedy he may have, immediately terminate this Agreement and make settlement for the cost of the services rendered and disbursements incurred by the Consultant pursuant to this Agreement and remaining unpaid as of the effective date of such termination.

(e)(i) If the Municipality is unwilling or unable to proceed with the project terminates the appointment of the Integrity Commissioner, the Municipality may suspend or terminate this Agreement by giving 30 days prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to suspend or close out the project. In

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such event the Consultant shall be paid by the Municipality for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension or termination.

(f)(i) If the Municipality terminates the contract for any of the previously stated reasons, it shall be entitled to take possession of copies of any research materials and the deliverables that have been prepared to the point of termination.

#### 4. Legal Services, Confidentiality and Conflicts of Interest

- (a) The parties confirm that the services covered by this agreement will be provided by Consultant through Giorno in his capacity as a lawyer.
- (b) The Consultant and Giorno will, inside the law firm, create a "confidentiality wall" so that only the those professionals within the firm working the Municipality's Integrity Commissioner files have access to such information related to the Municipality.
- (c) The Municipality confirms, agrees and consents that the appointment of Giorno and this Agreement with the Consultant do not prohibit the Consultant from accepting from another client a mandate that is adverse to the interests of the Municipality, provided that all of the following conditions are satisfied: Giorno does not act in the other mandate; no one else providing services under this Agreement acts in the other mandate; the other mandate is unrelated to Integrity Commissioner services; and the Consultant possesses no confidential information obtained in the course of providing services under this Agreement that is relevant to the other mandate.

~~(d) Paragraph (c), above, constitutes the informed consent referred to in the third paragraph of section 1.1 (Conflicts of Interest) on the second page of the response to the RFP.~~

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#### 5. Licence and Ownership.

- a) Consultant Technology. Consultant and its contracted affiliates and subcontractors have created, acquired or otherwise have rights in, and may, in connection with the performance of services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various intellectual, industrial and other property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "Consultant

Technology”).

- b) Ownership of Deliverables. For purposes of this engagement, “Deliverables” shall mean all work product first created by Consultant for delivery to Municipality in connection with the services provided hereunder, but shall not include any third-party software or related documentation licensed directly to the Municipality from a third party, or any modifications or enhancements thereto or derivatives thereof. Subject to Municipality’s full and final payment to Consultant hereunder, Consultant shall (i) transfer, assign and convey to Municipality all right, title and interest in and to the Deliverables (except for any Consultant Technology contained therein), and (ii) grant to Municipality a non- exclusive, royalty-free, worldwide, perpetual, non-transferable licence to use, for Municipality’s internal business purposes, any Consultant Technology contained in the Deliverables. For greater certainty, the parties agree that Giorno’s final (not draft) reports to Council are the only Deliverables contemplated by this Agreement.

- c) Ownership of Consultant Property. To the extent that Consultant uses any Consultant Technology or any other intellectual, industrial or other property in connection with the performance of its services, Consultant shall retain all right, title and interest in and to such property, and, except for the licence expressly granted in Section 4(b), Municipality shall acquire no right, title or interest in or to such property.

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6. (a) If the Municipality is shown to be in default in the performance of any of its material obligations set forth in this Agreement, then the Consultant may, by written notice to the Municipality, require such default to be corrected. If within 7 days after receipt of such notice such default shall not have been corrected, the Consultant may terminate this Agreement. In such an event the Consultant shall be paid by the Municipality for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such termination.
- (b) If the Consultant’s services are suspended by the Municipality at any time for more than 30 days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Municipality, to terminate this Agreement upon giving 7 days written notice thereof to the Municipality. In such event the Consultant shall be paid by the Municipality for all services performed and for all disbursements incurred pursuant to this Agreement and remaining unpaid as of the effective date of such suspension.

7. (a) The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a substitution for any duties, obligations, rights and remedies otherwise available by law.
- (b) No action or failure to act by the Municipality or Consultant shall constitute a waiver of any right or duty afforded either of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
8. (a) All matters in dispute arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it may, with the concurrence of both the Municipality and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them. The place of the arbitration shall be the Township of Melancthon Municipal Office and the language of the arbitration shall be English.
- (b) No one shall be nominated to act as arbitrator who is in any way financially interested in the conduct of the project or in the business affairs of either the Municipality or the Consultant.
- (c) In the event that the parties cannot agree as to the single arbitrator to be appointed, then such arbitrator shall be appointed by the applicable Courts.
- (d) The laws of the Province of Ontario shall govern this Agreement and any arbitration or litigation in respect thereof.
- (e) The award of the arbitrator shall be final and binding upon the parties.
- (f) For greater certainty, a challenge to, or disagreement concerning, a report of an investigation inquiry into a Code of Conduct complaint, a recommendation contained in such report, a decision following an inquiry into an alleged Municipal Conflict of Interest Act contravention, or the investigation inquiry process, shall not be considered a "matter in dispute" covered by this section.
9. Neither party may assign this Agreement in any manner without the prior consent in writing of the other.
10. This Agreement shall continue during the entirety of Giorno's appointment as Integrity Commissioner, which currently runs for the entire 2022 to 2026 term of Council, and which may be extended by a decision of Council. If Giorno continues to perform functions under Part V.1 of the Act after the end of his appointment, then this Agreement continues to operate until the full completion of the work outlined in-

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schedule "A" those functions.

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11. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by registered mail, or e-mail, addressed to the regular business address of such other party as stated within this Agreement.

Corporation of the Township of Melancthon 157101 Highway 10 Melancthon, Ontario L9V 2E6 E-mail: dholmes@melancthontownship.ca	Fasken Martineau DuMoulin LLP 2400-333 Bay Street Toronto, Ontario M5H 2T6 E-mail: ggiorno@fasken.com
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12. The Consultant shall at all times be responsible for keeping confidential, any files, data and other forms of information belonging to the Municipality that is encountered while fulfilling work within this Agreement. The Consultant shall take all necessary measures to guard any such information to ensure that it is kept secure at all times. The foregoing obligations shall not apply to information which (i) shall have otherwise become publicly available other than as a result of disclosure by the Consultant in breach hereof, (ii) was disclosed to the Consultant on a non-confidential basis from a source other than the Municipality, which is not prohibited from disclosing such information as a result of an obligation in favor of the Municipality, (iii) is developed by the Consultant independently of, or was known by the Consultant prior to, any disclosure of such information made by the Municipality, or (iv) is disclosed with the written consent of the Municipality.

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A receiving party also may disclose confidential information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving the Consultant and the Municipality relating to the Consultant's services for the Municipality or this Agreement.

Should it be necessary to remove information, or systems which contain information, from the Municipality's premises, the Consultant will take additional precautions during transportation and at the Consultant's or Sub-Consultant's premises to make certain that the information is not accessed by or transmitted to a third party, either directly or indirectly. The Consultant, employees of the Consultant and any involved Sub-Consultant shall not view information contained on any system that is not absolutely necessary in order to complete the task assigned. Further they shall not copy, share or transmit

any of the Municipality's information, without seeking the written consent of the Municipality. All individuals shall be required to sign a confidentiality statement (~~Schedule "E"~~) acknowledging their understanding and promise to keep such information safe and confidential.

This section shall not limit the right of the Municipality or other party to seek remedy via any municipal, provincial or federal legislation guarding against the release of private or sensitive information.

This Agreement does not limit the Integrity Commissioner's disclosure of information in accordance with the Act. The parties understand and acknowledge that reports of the Integrity Commissioner's Code of Conduct inquiries are, once placed on the Council agenda, in the public domain. The parties also understand and acknowledge that section 223.4.1 of the Act requires the Integrity Commissioner to publish reasons at the conclusion of an inquiry into an alleged *Municipal Conflict of Interest Act* contravention.

Nothing in this section affects the exercise of the Integrity Commissioner's powers under the Act and the *Public Inquiries Act*, including but not limited to the power to require the production of records and information and right of free access to information of the Municipality.

The parties acknowledge that an Integrity Commissioner is subject to the confidentiality requirements of Part V.1 of the Act. Nothing in this Agreement shall prevent *Giorno*, as Integrity Commissioner, from complying with those confidentiality obligations.

13. This Agreement constitutes the sole and entire agreement between the Municipality and the Consultant relating to the project, and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions or warranties, whether expressed or implied, shall form a part thereof. This Agreement may be amended only by written instrument signed by both the Municipality and the Consultant.
14. Attach and initial any additional terms, which shall form a part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement which takes effect as of the day and year first above written.

**THE CORPORATION OF THE TOWNSHIP OF  
MELANCTHON**

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Darren White, Mayor

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Denise Holmes, CAO/Clerk

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**FASKEN MARTINEAU DUMOULIN LLP**

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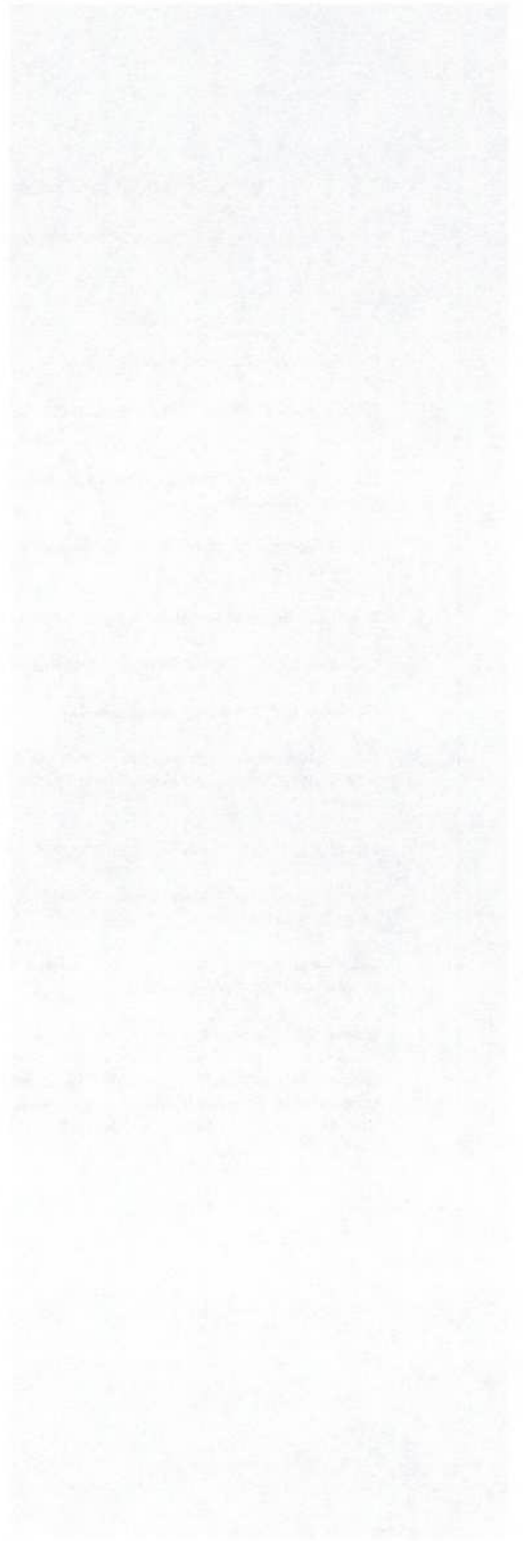
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Guy Giorno, Partner

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SCHEDULE 'A'  
RFP Submission — Fasken Martineau DuMoulin LLP





**SCHEDULE 'B'**

**Work Schedule for Processing Complaints under Code of Conduct**

Note that the Integrity Commissioner has discretion to extend any of these time limits.

<b>Step</b>	<b>Maximum Time (total business days elapsed from Making of Complaint)</b>
Commissioner receives Complaint	one business day (+1)
Commissioner initially classifies complaint	within three business days after receipt (+4)
Commissioner decides whether to proceed to investigation stage	within three business days after receipt (+4)
Commissioner gives notice to Member and to Complainant	within three business days after receipt (+4)
Member has seven business days to respond	seven business days (+11)
Commissioner shares Member's reply with Complainant	within three business days (+14)
Complainant has seven business days to reply	seven business days (+20)
Commissioner determines whether interviews and further investigation and/or settlement attempts are required	within week of receiving reply (+25)
Interviews and further investigation and/or settlement	three weeks (+40)
Commissioner drafts proposed findings and proposed recommendations	within week (+45)
Commissioner delivers proposed findings and proposed recommendations to Member	same day (+45)
Member has seven business days to respond	seven business days (+52)
Commissioner delivers general findings (without recommendations) to Member and Complainant, and delivers report and recommendations to Council (via Clerk)	five business days (+57)

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON  
BYLAW NUMBER -2023**

**A BYLAW TO APPOINT AN INTEGRITY COMMISSIONER FOR THE  
CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**WHEREAS**, under Section 223.3(1) of *The Municipal Act, 2001, S.O. 2001, c. 25*, as amended (the "Act"), a municipality shall appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

- 1) The application of the code of conduct for members of council and the code of conduct for members of local boards;
- 2) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards;
- 3) The application of sections 5, 5.1, 5.2 and 5.3 of the *Municipal Conflict of Interest Act* to members of council and of local boards;
- 4) Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member;
- 5) Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members;
- 6) Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*;
- 7) The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*;

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

1. THAT, pursuant to the provisions of the Act, Guy W. Giorno, of Fasken Martineau Dumoulin LLP, is hereby appointed Integrity Commissioner for the Township of Melancthon until November 14, 2026 or until his successor is appointed.
2. THAT the Mayor and the Clerk are hereby authorized to execute an agreement between the Corporation of the Township of Melancthon and Fasken Martineau Dumoulin LLP to provide the services of Integrity Commissioner for the Township of Melancthon, in the same form, or substantially the same form, as attached as Schedule "A" and to impress the Corporate seal thereto.

BY-LAW READ A FIRST AND SECOND TIME THIS 12<sup>TH</sup> DAY OF JANUARY, 2023.

BY-LAW READ A THIRD TIME AND FINALLY PASSED THIS 12<sup>TH</sup> DAY OF JANUARY, 2023

---

**MAYOR**

---

**CLERK**



The Corporation of

**THE TOWNSHIP OF MELANCTHON**

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

## REPORT TO COUNCIL

**TO: MAYOR WHITE AND MEMBERS OF COUNCIL**

**FROM: DENISE HOLMES, CAO/CLERK**

**MEETING DATE: JANUARY 12, 2023**

**SUBJECT: 2024 COUNCIL MEETING SCHEDULE**

---

### **RECOMMENDATION**

Be it resolved that Council confirm the 2024 Council meeting dates on the "Melancthon Council Meeting Schedule - 2024". And further, that Council can always add additional Committee of the Whole, special, public and/or emergency meetings during the year as required and make amendments to the 2024 schedule as required.

### **PURPOSE**

The purpose of this Report is to confirm the Council meeting dates for 2024.

### **BACKGROUND AND DISCUSSION**

As per the Township's Procedural By-law No. 16-2015, Section 5 states that "*During the regular Council meeting in January, Council will review and confirm the next year's tentative meeting dates*". It is appropriate to confirm the meeting dates well in advance so that all members are aware of them to avoid conflicts.

All regular Council meetings are scheduled for the first and third Thursdays of the month commencing at 5:00 p.m. and as such, these dates are outlined on the 2024 Council Meeting Schedule with the exception of January, July, August and December. Since 2019, Council has only held one meeting for the month of January due to the Christmas Holiday Office Closure and one meeting in July and August, due to Staff vacations, and one meeting in December, due to increased year end workload and Christmas Holiday Office Closure (except for 2022 which was an Election year). The one meeting per month has been working well for Council and Staff.

The meeting in January has typically been held on the third Thursday of the month but in 2022 and 2023, it was held on the second Thursday and I am recommending that we follow suit for 2024 and the January meeting be held on January 11<sup>th</sup> at 9:00 a.m., so that it does not conflict with the County Council meeting which would be held in the evening on that date. This will still allow Staff

ample time to prepare the Agenda package, as Staff will be back to work on January 2<sup>nd</sup>, 2024. This would also leave a couple weeks in between the January meeting and the first meeting in February to allow Staff time to prepare the tax bills for mailing at the end of January.

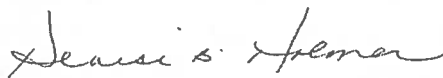
The meetings to be held in July and August will be held on the 3<sup>rd</sup> Thursday of the month, so they do not conflict with any County Council meeting. Council may decide that a meeting is not warranted for August, but that can be determined at a later date.

With regards to the meeting in December, it has typically been held on the 2<sup>nd</sup> Thursday of the month at 9:00 a.m., so that it does not conflict with County Council. I am recommending that the December meeting be held on December 12, 2024 at 9:00 a.m.

**FINANCIAL**

There is no direct budget impact as Council meetings are included in each Council member's annual remuneration and any Staff overtime will be accounted for in the 2024 Budget.

Respectfully submitted,



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Denise B. Holmes, AMCT, CAO/Clerk



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

*157101 Highway 10, Melancthon, Ontario, L9V 2E6*

*Telephone - (519) 925-5525*

*Fax No. - (519) 925-1110*

*Website: [www.melancthontownship.ca](http://www.melancthontownship.ca)*

*Email: [info@melancthontownship.ca](mailto:info@melancthontownship.ca)*

**MELANCTHON COUNCIL MEETING SCHEDULE 2024**

*January 11<sup>th</sup> – 9:00 a.m.*

*February 1<sup>st</sup> and February 15<sup>th</sup> – 5:00 p.m.*

*March 7<sup>th</sup> and March 21<sup>st</sup> – 5:00 p.m.*

*April 4<sup>th</sup> and April 18<sup>th</sup> – 5:00 p.m.*

*May 2<sup>nd</sup> and May 16<sup>th</sup> – 5:00 p.m.*

*June 6<sup>th</sup> and June 20<sup>th</sup> – 5:00 p.m.*

*July 18<sup>th</sup> – 5:00 p.m.*

*August 15<sup>th</sup> – 5:00 p.m.*

*September 5<sup>th</sup> and September 19<sup>th</sup> – 5:00 p.m.*

*October 3<sup>rd</sup> and October 17<sup>th</sup> – 5:00 p.m.*

*November 7<sup>th</sup> and November 21<sup>st</sup> – 5:00 p.m.*

*December 12<sup>th</sup> – 9:00 a.m.*



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

**REPORT TO COUNCIL**

**TO: MAYOR WHITE AND MEMBERS OF COUNCIL**

**FROM: DENISE B. HOLMES, AMCT, CAO/CLERK**

**SUBJECT: RETURN OF DEPOSIT TO AMSEY AND TINA MARTIN – BEARCO WIRE INC.**

**MEETING DATE: JANUARY 12, 2023**

---

**RECOMMENDATION**

Be it resolved that the security deposit of \$5,000.00 be returned to Amsey and Tina Martin of Bearco Wire Inc. as the existing house on Part of Lot 37, Concession 4 NE – RP 7R-1409 Part 3 has been demolished.

**PURPOSE**

The purpose of this Report is to providing information to Council on why the deposit of \$5,000.00 is being returned to Amsey and Tina Martin.

**BACKGROUND AND DISCUSSION**

On June 3, 2022, Mr. and Mrs. Martin entered into an Agreement with the Township of Melancthon to retain the existing dwelling on Part of Lot 37, Concession 4 NE – RP 7R-1409 Part 3 to live in while constructing a new dwelling. A \$5,000.00 deposit was left as security that the existing house would be demolished when the new home was built. On December 19, 2022, Mr. Martin advised the Township, via email, that the existing house had been demolished and was seeking the return of his deposit.

**FINANCIAL**

N/A

Respectfully submitted,

Denise B. Holmes, AMCT, CAO/Clerk



## CORPORATION OF THE TOWNSHIP OF MELANCTHON HEALTH AND SAFETY POLICY STATEMENT

The Township of Melancthon is committed to the principle of conducting all operations safely in order to prevent injury, illness and incidents of violence, abuse and harassment in the workplace.

Accordingly, it is the policy of the corporation to promote and maintain standards of health and safety practices and procedures that comply with or exceed the requirements of the Ontario Occupational Health and Safety Act and its regulations and all other applicable legislation.

Both supervisors and employees share a number of specific responsibilities under the Act in contributing toward a healthy and safe workplace. Primary responsibilities of supervisors include, but are not limited to, ensuring that employees work in compliance with the law and with safe work practices and procedures as established by the corporation, ensuring that machinery and equipment is in safe operating condition, and ensuring that employees receive health and safety training appropriate to their specific job tasks.

Primary responsibilities of employees include, but are not limited to, protecting their own health and safety by working in compliance with the law and safe work practices and procedures as established by the corporation, and to report all unsafe or unhealthy conditions to his/her supervisor or person of authority.

The Township of Melancthon also expects all contractors, sub-contractors and their respective employees who work on behalf of the Township of Melancthon to meet or exceed the Corporation's health and safety work policies and procedures and to comply with applicable legislation.

A healthy and safe workplace is everyone's responsibility and the Township of Melancthon, as employer, will ensure that every reasonable precaution is taken to protect its employees.

\_\_\_\_\_  
Darren White, Mayor  
Township of Melancthon

Date: \_\_\_\_\_

\_\_\_\_\_  
Kaitlin Chessell, Health and Safety  
Administration

Date: \_\_\_\_\_

\_\_\_\_\_  
Denise Holmes, CAO/Clerk  
Township of Melancthon

Date: \_\_\_\_\_

\_\_\_\_\_  
Bryan Hannon, Health and Safety  
Public Works

Date: \_\_\_\_\_

**Township of Melancthon  
2022 Supplemental/Write Off Summary**

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**2022 Write-Offs/Assessment Reviews**

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TYPE	COUNTY	TOWNSHIP	EDUCATION	
Residential/Farmland/Mgd Forests - 1	\$15,888.48	\$21,274.41	\$6,555.78	2022 BUDGET TOTAL FOR TOWNSHIP
Commercial/Industrial Write Offs Commercial/Industrial Vacancy Rebate	\$ 294.88	\$ 395.13	\$ 384.55	WRITE-OFFS \$ 75,000.00
<b>TOTAL WRITE-OFFS</b>	<b>\$16,183.36</b>	<b>\$21,669.54</b>	<b>\$6,940.33</b>	<b>\$44,793.23</b>

**2022 Supplementals**

<b>TOTAL SUPPLEMENTALS</b>	<b>\$61,994.04</b>	<b>\$83,072.57</b>	<b>\$39,622.75</b>	<b>\$184,689.36</b>
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2022 BUDGET  
TOTAL FOR  
TOWNSHIP

SUPPLEMENTALS  
\$ 85,000.00





## **STAFF REPORT**

**TO:** Council  
**FROM:** Tracey Atkinson, CAO  
**MEETING DATE:** January 11, 2023  
**SUBJECT:** NDCC Joint Recreation Agreement

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### **PURPOSE:**

The purpose of this report is to advise Council of a motion passed by the Township of Melancthon with regard to the North Dufferin Community Centre (NDCC).

### **BACKGROUND:**

A joint municipal service board between the Councils of the Townships of Melancthon and Mulmur was established to oversee the management of the NDCC in 2017. This agreement was further amended in 2021.

The agreement established a board of eight (8) members, comprising of one (1) member of Council from Mulmur and Melancthon, two (2) community members from each Mulmur and Melancthon and two (2) other community members at large.

The agreement established a schedule of levy payments in which Mulmur and Melancthon shared the operating and capital levy expenditures 50/50.

An Efficiency Review of the NDCC facility was undertaken, with a final report dated October 2020 which recommended building a new multi-use recreational facility.

The Efficient Report identified some issues with the current governance model and made recommendations to review the board mandate and authorities. (page 37)

The "next steps" section of NDCC Efficiency study included establishing a new cost-sharing agreement. More specifically it stated:

"2. Establish a New Cost-Sharing Agreement (In-Principle; Detailed Discussion Pending Achievement of Capital Funding)  
Redrafting a new cost-sharing agreement is where ongoing design and costing information is critical to scoping the overall envelop of capital and operational costs which are central to any qualification of impact on the partners of an agreement. The details of the cost-sharing model will be further informed by the ongoing business planning that will be required for this project" (page 41, NDCC Efficiency Review, Phase 2 Final Report)

Following a motion by the joint Councils of Melancthon and Mulmur Townships on February 17, 2021 a Joint Recreation Subcommittee was formed with a mandated of reviewing applicable recommendations from the Dufferin Service Delivery Review regarding the NDCC agreement and governance structure.

On January 13, 2022 the Township of Melancthon Council passed the following motion:

Moved by Hannon, Seconded by Mercer

**Be it resolved that:** "Council puts our participation on the Joint Rec Sub-Committee on hold until we complete a full-scale review of our participation in the Agreement." Councillor Mercer requested a recorded vote as follows:

Councillor Mercer – Yea  
Councillor Hannon – Yea  
Councillor McLean – Yea  
Deputy Mayor Besley – Yea  
Mayor White - Nay

The motion was carried.

On December 15, 2022 the Council of the Township of Melancthon passed a motion to provide notice of its termination in the participation of the North Dufferin Community Centre Agreement attached hereto as Schedule A.

**Be it resolved that:** "Whereas the Council of the Corporation of the Township of Melancthon entered into a Joint Recreation Agreement with the Township of Mulmur on November 4, 2021 regarding the North Dufferin Community Centre;

And Whereas, after review and discussion regarding the Agreement at the Council meeting held on December 15, 2022, Council wishes to terminate its participation in the Agreement and will be providing its notice to terminate the Agreement as of December 31, 2023 to the Township of Mulmur;

And Whereas, Council would like an opportunity to negotiate and create a new Agreement prior to December 31, 2023, with the Township of Mulmur in order to recognize the changed governmental structure and to investigate a new funding model, that will be beneficial to both Townships.

Now therefore be it resolved that Staff be directed to provide the Township of Mulmur with this motion as its notice to terminate the North Dufferin Recreation Community Centre Agreement, effective December 31, 2023." **Carried.**

The Township of Melancthon appointed three representatives to sit on the NDCC Board for the remaining tenure of the agreement, being the end of 2023.

The Township of Mulmur advertised for members for the NDCC and have not yet appointed any members.

**ANALYSIS:**

The Township of Melancthon has expressed concern with respect to the governmental structure and funding model of the NDCC agreement and have asked for an opportunity to negotiate a new agreement prior to 2023 to recognize the governance structure and funding models.

Melancthon's request to negotiate a new agreement related to governance structure and funding model is consistent with the NDCC Efficiency Report and the mandate of the Joint Recreation Sub-Committee.

There are a number of repairs and renovations that will be required in the near future, including but not limited to:

- Ice surface replacement: \$800,000
- Roof Repairs: \$50,000
- Changerooms, washrooms and lobby renovations: \$6,500,000

The funding of the capital costs of the ice surface repair is critical to determine, as this repair could become an emergency repair or have implications on the current season and ongoing operations of the facility. Discussions on the funding model for capital costs during the 2023 year and a future funding model is critical.

**STRATEGIC PLAN ALIGNMENT:**

1. Growing a Prosperous Mulmur: Responsibly managing the fiscal resources of Mulmur and providing opportunities for success.
  
3. Growing a Supportive Mulmur: Providing local services to support the needs of Mulmur residents and businesses.

**FINANCIAL IMPACTS:**

Treasury staff have recommended that the capital funding for the repair to the ice surface be included in the 2023 budgets.

Financial implications of a new funding model will need to be reflected in the 2024 budget.

**RECOMMENDATION:**

THAT Council receive the report of Tracey Atkinson, CAO/Clerk regarding the NDCC Joint Recreation Agreement;

AND THAT Council direct staff to schedule a joint Council meeting with the Council of the Township of Melancthon.

Respectfully submitted,

*Tracey Atkinson*

Tracey Atkinson, BES MCIP RPP Dipl M.M.  
CAO

Schedule A – Township of Melancthon Notice of Termination

Schedule B - Melancthon Recreation Task Force Report and Agreements

Schedule C – Melancthon Staff Report

SCHEDULE A



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

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Email: [info@melancthontownship.ca](mailto:info@melancthontownship.ca)

December 19, 2022

Township of Mulmur  
758070 2<sup>nd</sup> Line E  
Mulmur, Ontario  
L9V 0G8

Attention: Tracey Atkinson, CAO/Clerk/Planner

Dear Tracey:

**RE: NDCC Agreement**

At the meeting of Council held on December 15, 2022, the following motion was introduced and passed:

Moved by Neilson, Seconded by Moore

**Be it resolved that:** "Whereas the Council of the Corporation of the Township of Melancthon entered into a Joint Recreation Agreement with the Township of Mulmur on November 4, 2021 regarding the North Dufferin Community Centre;

And Whereas, after review and discussion regarding the Agreement at the Council meeting held on December 15, 2022, Council wishes to terminate its participation in the Agreement and will be providing its notice to terminate the Agreement as of December 31, 2023 to the Township of Mulmur;

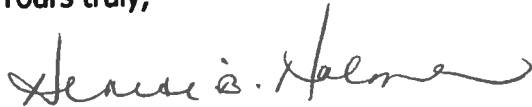
And Whereas, Council would like an opportunity to negotiate and create a new Agreement prior to December 31, 2023, with the Township of Mulmur in order to recognize the changed governmental structure and to investigate a new funding model, that will be beneficial to both Townships.

Now therefore be it resolved that Staff be directed to provide the Township of Mulmur with this motion as its notice to terminate the North Dufferin Recreation Community Centre Agreement, effective December 31, 2023." **Carried.**

Should you have any questions regarding the above motion, please don't hesitate to contact me.

Thank you.

Yours truly,

A handwritten signature in cursive script that reads "Denise B. Holmes".

Denise B. Holmes, AMCT  
CAO/Clerk

c. NDCC Board of Management

## SCHEDULE B

### MELANCTHON RECREATION TASK FORCE REPORT

#### 1. BACKGROUND TO TASK FORCE

The Melancthon Recreation Task Force was created on May 19, 2022 by the Municipal Council of the Township of Melancthon following a suggestion and then discussion on the need for a greater understanding of the needs and wants of the residents of Melancthon in the area of Recreation and Sports that might facilitate and assist Council's planning for the future, including the allocation of financial resources required.

Council then invited Melancthon residents to submit their name if they wished to be considered for membership on the Task Force. On July 14, 2022 the Task Force membership, there having been only three applicants, was named by Resolution of Council. Subsequently one person withdrew as of early August, 2022 from participation in the Task Force. The Task Force has been composed of two persons, David Thwaites and Emma Holmes.

The Task Force composed its Terms of Reference which were received by Council on August 11, 2022. A copy of the Terms of Reference is attached as Schedule A to this Report.

It is noted at the outset that the Task Force was formed and authorized without any financial resources or budget. This Report has no glossy pictures or shiny presentation. Neither of the Task Force members purport to be experts nor, certainly, 'politicians' but we both have roots and connections into and throughout the community and are both aware of the passion and history that can and may drive decision-making as Council considers the recommendations contained herein.

#### 2. BACKGROUND TO THE TASK FORCE FORMATION

By way of background to the suggested need for the Task Force it is understood that there has previously been no comprehensive review of Recreation and Sport in Melancthon. The approach historically has been piecemeal with the focus on the Centre Dufferin Recreation Complex (Shelburne), the North Dufferin Community Centre (Honeywood), the Southgate's Recreation Complex (Dundalk) and the Horning's Mills Park. Melancthon has no Recreation and Sport Strategic Plan or any planning document that addresses the issue comprehensively, unlike municipalities such as Southgate and Shelburne.

The Strategic Plan adopted by Melancthon Council in 2017, after retaining a Consultant and obtaining public input, was essentially silent on Recreation and Sport save for the identification of the need and desire to plan for recreational trails in Melancthon. In fact, since the Plan was adopted nothing has been done to facilitate steps or directions to fulfil this plan. The Strategic Plan was noticeably silent on every other aspect of Recreation and Sport, even on the local parks in Horning's Mills and Corbetton.

Through the governance and recommendations of the Horning's Mills Park Board there had been some steps taken to improve the Horning's Mills Park, example – lighting for the ball diamond. It is understood that the Park Board had been developing a relationship with the Mansfield Baseball



Association for use of the ball diamond. In addition, the Park Board has reported to Council with other considerations that might improve the park facilities and usage.

The Corbetton Park/playground, through the efforts of the Corbetton Park Board and Council, has been equipped with some playground equipment in 2021 thus providing a resource for the children of Corbetton.

In more recent years, namely 2019-2022, there have been several developments, apart from the impact of COVID, that have underlined the need for a better understanding of the needs and wants of Melancthon residents in the area of recreation and sports and to better plan and commit for resources, particularly financial. Those “pressure points” include, but are not limited to:

- (a) North Dufferin Community Centre(Honeywood)- this facility has served the people of Melancthon and Mulmur for many years after being built by the community (1966?). The Centre has operated under a governance board composed of both Mulmur and Melancthon residents and has been funded jointly and equally by the two municipalities, notwithstanding it is located in Mulmur. The facility is very close to being on its last legs (2025?). The Board together with the Townships undertook in 2019-20 a review of the options facing the Board and Townships. A Consultant was retained and reports provided. There were several options presented by the Consultant, all of which were shockingly expensive. The cost of each option had materially increased even by early 2022 and the Grant application for provincial federal funding rejected such that Melancthon might well have been faced with an obligation in excess of \$5 Million Dollars plus materially higher annual cost obligations. Melancthon Municipal Council, it is understood, was not prepared to make this commitment. In addition, there were/are, it is understood some matters of politics and ownership issues.
- (b) Centre Dufferin Recreation Complex- this facility, located in Shelburne, has served the people of Shelburne and the surrounding municipalities of Melancthon, Amaranth and Mono for many years. The governance and funding formula is contained in an Agreement dated in 1994. In 2018 an amended draft Agreement was proposed but never completed. The challenge in recent years has been that with the significant growth in the population of Shelburne, without any similar growth in Melancthon and Amaranth particularly, there have been increasing tensions.

In late, 2021 and 2022 Shelburne Council took steps to initiate a change in the model, i.e., to takeover control and governance, of the CDRC removing the other local municipalities from involvement. By late spring, 2022 Shelburne had backed off, due apparently to the prospect that it would have to refund contributions by the other municipalities to the capital reserves. Further Shelburne is now in the midst of its own review of its Recreation/Sports Master Plan with corresponding demands and expectations from its residents many of whom have no understanding of the history and governance model in place for CDRC. The recent municipal election campaign seemed to underline the discourse. As such the CDRC model of governance and funding is very much unsettled and unstable.



In addition, the funding model for the CDRC has left the area municipalities absorbing, given the substantial increase in Shelburne's population, a disproportionate share of the funding model with a formula that fails to reflect the obligations in a timely manner. From Melancthon's perspective there is the very real challenge that any funding should really reflect that Melancthon has a multi complex financial obligation (unlike Shelburne) and that many residents of Melancthon do not use the CDRC.

Underscoring the challenge is that the CDRC is operating without any vision or strategic plan for the future. There has been no effort to engage and plan at any municipal level to address this fundamental problem as each municipality has dealt (or failed to address) with the future of the CDRC. This has, is and will be create an increasing weak link, unless the fundamental problem is addressed immediately.

- (c) Southgate (Dundalk)- the recreation complex in Dundalk has served the people of Southgate and north Melancthon for many years. Melancthon has, pursuant to an Agreement with Southgate contributed financially to the operation of the facility and has a representative on the Recreation Advisory Committee. The challenge in recent years is that Southgate/Dundalk has grown at a pace that is/will put strains on its resources and needs and the model for financial contribution is based on outdated statistics. In addition, the demographics for Melancthon have changed as there is a sizeable component of north Melancthon residents, namely the Mennonite community, who do not use the recreation facilities (or for that matter any of the Recreation complexes funded by Melancthon). In addition, even as the Task Force has been in place Southgate has initiated a process to annex lands from Melancthon, a process that might well raise signals for the future both for the north end and south ends of Melancthon.

The aforementioned "pressure points" are but three of the points that highlight the need to refocus on what and how Recreation and Sport are defined in Melancthon. The challenge is to recognize that financial resources cannot and should not always drive the decisions of government. Recreation and Sport provide a critical part of how we define ourselves as a community and further is a key piece of Participation for our physical/mental/emotional health.

It is noted that the funding models for the three recreation complex is premised, at least in part, on a population model. This, at the very least, should give the Melancthon Council serious concern for the viability of continuing any Recreation Complex model funding.

The Agreements for each of North Dufferin, Centre Dufferin and Southgate are attached as Schedules 'B', 'C' and 'D'. It is noted, but not a legal opinion, that both the old and proposed Agreements create a challenge for Melancthon (and the other municipalities) as the "withdrawal" obligations are not well-defined.

At the same time as Melancthon Council undertook this Task Force the County of Dufferin had and was undertaking its own review and draft of its Recreation Plan for County owned resources. The Plan was circulated for public input during the summer of 2022. As there are two large forest tracts within

Melancthon and the rail corridor that bisects the Township there should be consideration of the viability of working with the County in the use and development of these assets in the context of its own Recreation/Sports "plan".

### **3. THE ROLE OF SPORT AND RECREATION**

At the outset and before outlining the steps taken and the information gathered by the Task Force it is perhaps of value to consider the role that Recreation and Sport have in any community, be it urban or rural, be it small or large. It would be trite to say if Recreation and Sport have no purpose other than to fulfill the personal desire of an individual then the greater community, including the governance of the community, should have no role and should expend therefore no time or resources. In fact, however it is and should be patently obvious that Recreation and Sport form a key part to the essence of community.

The obvious can be noted from the focus of a community, be it municipal or national, on the Olympics, the national championships of professional and amateur athletes/teams and, even the diehard fans of the Maple Leafs. The community joins in the celebrations of a community member who has achieved success on the podium or in a field of endeavour (example- Aaron Downey). The community celebrates the achievements of community teams, be they school or community based (example-this past winter a team of young (ages 9 and 10) hockey players playing out of Honeywood, including some Melancthon youth, went undefeated and won the Georgina Triangle Local League championship). A community lives and dies with every tick of the clock in a sport activity that somehow contributes to defining who and what we are.

Sport helps shape the character of individuals, our children and grandchildren. It has provided opportunity to show respect, compassion, teamwork, to share success and to share the pain of loss, even in the injuries or death (example - Humboldt Broncos).

Sport and Recreation provides opportunity for not only addressing our physical health but our mental and emotional health. Who can deny the benefit of a walk along the Bruce Trail or the release of workday stress through participating in a sporting activity? One might consider what the cost would be to our health care system without the benefit of sport and recreation?

### **4. SUMMARY OF EFFORTS OF TASK FORCE**

The Task Force, in fulfilling its terms of reference undertook the following:

(a) The Task Force gathered data and information using Statistics Canada resources and the information available from the Township website related to financial obligations and to obtaining the current agreements governing the various facilities.

(b) The Task Force extended invitations through email outreach and personal contact for input and feedback from various stakeholders in the greater Melancthon community including the County of Dufferin referencing its draft Recreation Plan.

(c) The Task Force compiled a Survey that was circulated on social media from late September, 2022 onward soliciting the input of Melancthon residents. A copy of the Survey is attached as Schedule 'E'.

(d) The Task Force conducted a public Zoom meeting for Melancthon residents on October 19, 2022.

David attended one of the public meetings in Shelburne in September referencing the Shelburne Recreation Master Plan. He also engaged in some communication with some elected officials from other communities to gain some insight and perspective on Recreation and Sport. It is also noted that David was a member of the CDRC Board from 2019-2020 and Council from 2018-2020 so he gained some further insights and perspective.

Emma brought her perspective as a lifelong resident of Melancthon but also her experience having graduated with a University Degree in Recreation and her more recent work experience in municipal recreation. Emma further served as the Melancthon community representative on the NDCC Board for a brief tenure.

The Report will set forth in the following pages the essence of the data collected as referred to in paragraphs (a ) to (d) above.

## 5. Data and Information (Population and Financial)

For purposes of giving some data context to Melancthon the following **population** information was obtained from Statistics Canada, 2021 Census.

**Melancthon's** population in 2021 was 3,132, up slightly from the 2016 census data. There were 1032 "permanent" households. The average/median age was 39. The age demographics were:

- (i) Age 0-14 - 19.6%
- (ii) Age 15-64 - 65.5%
- (iii) Age 65 + - 14.4%.

The population density was 10.1 persons/square kilometer. There was no source data that marked the size of hamlets or otherwise identified components of the population of Melancthon (i.e.. Mennonite community).

**Shelburne's** population in 2021 was 8,994, up 10.7% from 2016. The average age was 37.8. The age demographics were

- (i) Age 0-14 - 22%
- (ii) Age 15-64 – 63.7%
- (iii) Age 65+ - 14.5%

The population density was 1,370.8 persons/square kilometer.

**Southgate's population in 2021 was 8,716, up 18.5% from 2016. The age demographics were:**

- (i) Age 0-14 - 22.9%
- (ii) Age 15-64 - 62.2%
- (iii) Age 65+ - 14.9%

The population density was 13.6 persons/square kilometer.

**Mulmur's population in 2021 was 3,571 up 2.7% from 2016. The age demographics were:**

- (i) Age 0-14 - 12.7%
- (ii) Age 15-64 - 66.7%
- (iii) Age 65+ - 20.7%

The population density was 12.5 persons per square kilometer.

The recently released growth projections for the next thirty years project material growth for both Shelburne and Southgate, as in fact the population of each has grown since the May, 2021 Census. Melancthon and Mulmur have, on the other hand, very modest projections for growth. Melancthon planning control documents underline the challenge as there are tight controls on where any growth might occur within the Township. It can only be assumed that the growth projections for Shelburne will entail Shelburne seeking to annex lands from either/both Amaranth and Melancthon as Shelburne is largely landlocked at present. Southgate is growing rapidly and has already initiated annexation outlines with Melancthon.

The following financial information was gleaned from the Township of Melancthon financial statements as it relates to Recreation and Sport. The numbers represent the monies expended/budgeted for Libraries, the Horning's Mills and Corbetton parks, the Horning's Mills Hall and the three Recreation Complexes.

2014	2015	2016	2017	2018	2019	2020	2021	2022 (budget)
\$ 137,256	\$170,397	\$143,131	\$180,816	\$274,888	\$288,645	\$260,469	\$320,160	\$243,908

Some breakdown and/or explanation may assist the foregoing numbers. COVID definitely impacted the 2020 figures.

In 2021 Melancthon expended \$21,200 on the Corbetton Park whereas the 2022 budget is \$2,500.

The Horning's Mill Park expended a much higher figure in 2021 than the projected \$12,000 for 2022.

The 2022 Budget includes money for the Heritage Committee (\$5,000) that should not be seen as part of Recreation and Sport.

As this Report has not addressed the Libraries as a component of Recreation/Sport it can be noted that the Libraries (Shelburne and Dundalk) in 2021 cost \$66,150 and the 2022 budget was \$67,100.

The Recreation/Sport Complexes cost breakdown for 2021 and 2022 (budget) is as follows:

	2021	2022 (budget)
CDRC	\$50,522	\$63,550
NDCC	\$53,348	\$76,758
Southgate	\$14,098	\$14,000

- For reference purposes if one refers to other municipalities to compare Dollar's care must be taken to ensure, if possible, an "apples and apples" comparison as municipalities differ in how they allocate.
- The formulas for financial contribution to the Complexes all differ. The authors question the correctness of any of the models for use by Melancthon based upon Melancthon supporting three complexes as well as using historical data that differs from reality.

#### Developmental Charges Reserve Fund- Recreation

The Task Force solicited information from the Township Treasurer on the nature of the Reserves, if any, for Recreation/Sport. The following information was provided, namely that the 2021 Reserves identify \$2,818.45 for Outdoor Recreation and the sum of \$278,438.01 for Indoor Recreation. As Council would be aware the issue of Development Charges and accessing the funds has been and is a chronic challenge that is tied to identifying the application as tied to the growth of Melancthon. This paragraph is inserted largely to remind Council that there are some very modest funds available but it is dependent on how the Plan is worded. The Task Force offers no specific recommendations in this regard.

### 6. STAKEHOLDER OUTREACH

A. The Task Force as part of its solicitation for data input and feedback reached out by email to numerous stakeholders' groups, associations, private operators, the Dundalk Recreation Department and the Centre Dufferin Recreation Centre. The response was underwhelming and disappointing. The Task Force does indeed recognize that many of the recreation/sport organizations/groups are volunteer based/run and resources can be stretched sometimes to the point of hardly being able to function, apart from responding to a survey/data information request. This very recognition is critical to the hopes and expectations of any resident who seeks to have programming and activities provided.

The Task Force had sought data from the various stakeholders that might facilitate an understanding of how many Melancthon residents were using the various resources within the greater Melancthon community for recreation and sport. The Task Force had further sought feedback on how Melancthon might partner with the various groups/organizations to promote recreation and sport in and by the people of Melancthon.

The Task Force would like to thank the Shelburne Figure Skating Club, the Shelburne Curling Club and the Shelburne Vets Minor Lacrosse for the information provided on the participation by Melancthon residents. The essence of the information provided was to confirm that there are a modest number of participants from Melancthon and that the organizations would welcome any form of promotion that Melancthon as a whole might provide to promote the activities.

The Task Force further acknowledges the telephone communication with a representative of the Shelburne Cricket Club. The information was not on the numbers of Melancthon residents but to provide a hoped for cricket patch. Subsequently it is understood that the Town of Shelburne is investigating this prospect.

The Task Force did receive some data from the Dundalk Recreation Department that there was no current data available and the last information that had been used, in part, to compile the agreement for Melancthon's contribution to Southgate recreation was very much dated.

The Task Force recommendations that will follow herein are indeed consistent with recognizing that recreation and sport should be encouraged and promoted and that Melancthon as a municipality has a role in so doing but not necessarily undertaking the recreational programming.

#### B. County of Dufferin Recreation Plan

In late July, 2022 the County of Dufferin released its draft Recreation Plan seeking the comments and input of the residents of Dufferin County. The draft Plan was addressing the various County properties being tracts of forest owned by the County together with the Rail corridor and had as its purpose identifying how the assets were and could be developed and used for recreational purposes. As it pertains to the Township of Melancthon the draft Plan identified the two tracts of forest and the Rail corridor. The two forest tracts are located at/near 8<sup>th</sup> Line SW at 270 SR and the other being at/near County Road 21 and 5<sup>th</sup> Line OS. The deadline for input was late August, 2022.

David Thwaites initiated contact with the Dufferin County Forester, Caroline Mach, to inquire about the direction of the Plan to the extent it may or may not impact the work of the Task Force. Following emails and a telephone discussion a site visit was conducted at the Forest Tract on County 21.

The Plan of the County relating to the County 21 tract involves developing and promoting the outdoor recreation use of the lands. The possible and identifiable uses include a hiking trail/nature trail and cross-country ski trails. Other uses are identified within the draft Plan. Ms. Mach identified that there was a rough timeline of having a nature trail in place by early summer, 2023.

Through discussions it was noted that there had been/was little to no use, or even knowledge, by the people of Melancthon of the County tract, that the Recreation Plan sought to provide for promotion of outdoor recreation and that there was a role for Melancthon. The role for Melancthon was seen as a promoter (i.e., website identification of the trail, municipal newsletter) and perhaps a sharing of some of the routine maintenance (summer student shared with County to trim trail etc). The anticipated role



would not require the expenditure of any infrastructure commitment or for that matter any substantial monies.

The County draft Plan was being presented to County Council on October 15, 2022. If adopted, Ms Mach anticipated the County moving forward with the County 21 tract. The development/use of the 8<sup>th</sup> Line tract was seen as being deferred as the County sees the 8<sup>th</sup> Line Tract as connecting to another tract on Highway 89.

There were discussions about the Rail Corridor usage and promotion. The discussions recognized the potential for some conflicting usage that would require further discussions and development with possible user groups.

The connection with the County was positive and as outlined in the Recommendations herein should be furthered, especially when factored with the input received through the resident survey conducted by the Task Force.

## **7. RESIDENT'S SURVEY**

In late September, 2022 the Task Force posted a Survey seeking the input of Melancthon residents. The Survey was posted on Facebook and circulated via the Township website, mail chimp and posted on the Horning's Mills Hall Facebook page. The Task Force acknowledges the limitations in the manner of circulation.

The Survey, as circulated, sought both quantitative and qualitative input from residents touching on all matter of questions/issues related to the mandate of the Task Force.

There were fifty-six Survey responses received by the Task Force. It is noted that there were twenty-nine responses from residents who identified living in/near Horning's Mills while the remaining twenty-seven replies were from residents distributed throughout the Township. The age demographic of the Respondents was identified as twelve in the age group of 18-39, thirty-five in the age group 39-64 and nine in the age group of age 65 plus. The total adults residing in the Respondent's residences were one hundred twenty.

To summarize the data feedback:

- (a) There was an endorsement for more/better outdoor trails for a variety of activities including a general widespread lack of awareness of the County forest tracts for such purposes;
- (b) There was a wish for improvements to the Parks in Corbetton and Horning's Mills;
- (c) There was a desire for recreation/sports to be recognized in Melancthon to the area west of Third Line OS ( i.e., a parkette in Riverview and other resources/programming);
- (d) There was a desire for more programming at the Horning's Mills Hall for children and seniors;

- (e) The Rail Corridor received widespread affirmation but there was a concern about conflicting usage possibilities (e.g., dirt biking v hiking, cross country skiing versus snowmobiling);
- (f) NDCC – the responses were diverse and generated the most division in direction. There were thirty-six respondents that were against expending monies on the NDCC while there were some real qualifiers within the remaining replies who might otherwise endorse/wish for an investment in the NDCC by Melancthon;
- (g) CDRC – there was general recognition of the value in the ice rink and outdoor pool but the Survey provided less of a defined reply on the future and Melancthon’s future with the CDRC, perhaps in part due to the need for more information about the options and cost;
- (h) Dundalk – generally less defined reply, largely due to the lack of use by Melancthon residents, perhaps an indicator of the lack of respondents and other demographics;
- (i) The Parks, while there was a wish for improvements there was limited use by many of those responding to the survey;
- (j) Municipal tax dollars for Recreation and Sport – generally the respondents favoured spending approximately the same dollars as currently but there were real qualifiers and conditions expressed and certainly there was no consensus that the current allocation should be sustained.
- (k) User fees – the Respondents expressed differing views although few, if any, saw any possible fee as a block to participation. Many expressed the view that User fees should be left to the individual as opposed to Melancthon absorbing the fee;
- (l) Promotion of Recreation and Sport - there were a variety of suggestions which included use of the Township social media platforms for linking/listing and the use of the Township newsletter.

## **8. PUBLIC ZOOM MEETING**

On October 19, 2022 the Task Force conducted a public zoom meeting for residents to provide input to the Task Force. Unfortunately, the number of participants was very low but the input was encouraging. The input encouraged the Task Force to press forward, to encourage the development of a strategic plan by Melancthon for recreation/sport and to keep soliciting for community input not just by the Task Force but on an ongoing basis. There was the suggestion that perhaps if Melancthon were to adopt a focus for its Recreation Sports, for example develop for persons with access needs and/or developmental challenges that it might become a model for other communities to adopt.

## **9. RECOMMENDATIONS**

The Task Force recommends for the consideration of Council of the Township of Melancthon:

- A. Parks –
  - (i) Corbetton Park – furthering the playground development, example basketball court;



- (ii) Horning's Mills Park – improvements such as betterment of playground area and a walking trail on circumference of park, encouragement of a recreational community baseball/softball league for adults and youth (need volunteers to step up and lead);
- (iii) Riverview – planning for a parkette, perhaps as part of any development there might be a dedication of a parcel of land;

**B. Trails-**

- (i) County Forest tracts – to immediately connect, work with the County as it develops and implements County plans for the Tract on County 21 and continue to promote the County endeavour. The connection and “partnership” should be continued as the Tract at 8thLine SW is developed/promoted;
- (ii) County Rail Corridor – be part of the promotion and use of the Rail Corridor as it is developed and encouraged;
- (iii) As part of any development of Melancthon properties, example Strada pit development/expansion, seek to provide opportunities for outdoor trails for hiking, biking, cross-country skiing;
- (iv) Melancthon should be cognizant of opportunities to work with groups such as Dufferin Driftbusters (snowmobiling) and the Bruce Trail Conservancy to promote the use of trails.

**C. Recreation Committee-**

That a Recreation Committee composed of Council and community members be formed with the mandate that would develop and implement a Strategic Plan for Recreation and Sport in and for Melancthon residents. It would be anticipated that the Committee would provide a continuing forum for the residents to provide input and recommendations. The Committee might well have a limited mandate, i.e., only the Strategic Plan.

**D. Council representation on Boards/Committees referencing Recreation and Sport-**

The mandate of any appointee must clearly define and include the commitment to communicate, be transparent and to facilitate the overall plan and direction focused on the best interest of Melancthon and be consistent with an overall direction of Recreation and Sport for the people of Melancthon.

**E.** That Council immediately engage with the local municipalities of Mulmur, Shelburne and perhaps Amaranth to determine if there is a commitment for a shared vision and plan for Recreation and Sport in the communities of north Dufferin.

**F. CDRC-**

That if Melancthon is to have a continuing role in the governance/funding of the CDRC that the CDRC (and participating municipalities) prioritize and commit to the development and articulation of a shared Vision and Strategic Plan. Absent this immediate commitment and development then Melancthon should forthwith “withdraw” from the current governance/funding model. This recommendation should be considered a priority and not one to take any time and/or be played politics. Timeline-complete by April, 2023 and before any further capital contributions to the CDRC.

Further, if Melancthon is to continue as part of the CDRC then any governing Agreement must be current in its drafting and understanding, including the recognition that the funding model is current and that capital contribution to reserves are protected. If the other municipalities are not prepared to immediately undertake and address this recommendation then Melancthon should withdraw.

**G. NDCC-**

The Task Force recognizes that for many the NDCC has been and is part of their life and it forms part of community. The underlining challenge is that the projected financial commitment to the capital and ongoing annual cost is not viable for Melancthon as reflected in the majority of respondents to the Survey.

The recommendation is that Melancthon withdraw from the NDCC and not be part of any ongoing joint operation with Mulmur. Melancthon, with the adoption of this recommendation, might consider adopting, at least for the immediate future, a User Fee reimbursement, if Mulmur were to impose the same, for Melancthon residents with a maximum annual cap on the User fee (hockey/figure skating).

**IF** there is to be any go-forward jointly by Melancthon and Mulmur (and perhaps any third-party private person/group) then it must be premised on a model that does not create any financial obligation that exceeds the current level, both in terms of debt and annual cost **AND** the ownership/governance structure must be Fair to Melancthon.

The timeline for this recommendation should also be considered immediate and before any further capital funds are contributed.

**H. Southgate-**

In the short/immediate term continue the existing Agreement/funding as the Dollar sum is very modest. It would be anticipated that given the developments in Southgate and the impact on Melancthon this Agreement should be terminated in the immediate future (2024?).

**I. Recreation programming –** while not a recommendation the Task Force acknowledges the numerous suggestions made by Melancthon residents for recreation and sport programming, be it indoor or outdoor. The Task Force can only recommend that those with the suggestions be part of a Volunteer group/persons who would provide the requisite leadership to provide the same, whether in the Parks or at the Horning's Mills Hall.

**J. Promotion-**

That Council direct staff, perhaps with the assistance of the Recreation Committee, to develop a policy and implement the same for the use of the municipal social media platforms (website, Facebook, newsletter) that would link, encourage and promote Recreation and Sports groups/associations serving greater Melancthon. Timeline- it would be hoped that this Recommendation could be in place in the near future, perhaps the late spring, 2023.

**CONCLUSION**

The Melancthon Recreation and Task Force thank the people of Melancthon who have provided their input and the Council of the Township for creating the opportunity to consider and make recommendations that might better serve the people of Melancthon.

Sport and Recreation are a critical part of who we are as a community and as a people.

With this Report the mandate of the Task Force is complete.

Submitted by:

David Thwaites and Emma Holmes

December 6, 2022

## **MELANCTHON RECREATION TASK FORCE**

### **PURPOSE**

**The Melancthon Recreation Task Force is to investigate, research and make recommendations to the Township of Melancthon referencing Recreation planning, opportunities, funding and the future direction for Recreation in the Township of Melancthon**

### **MANDATE**

**The Melancthon Recreation Task Force will:**

- 1. review the history and data of Melancthon's "Recreation" commitment and contribution, including an understanding of the composition/makeup of the community;**
- 2. identify the current member groups, organizations and associations, governmental and non-governmental stakeholders;**
- 3. obtain information on the current composition of the Township and identify, if possible, trends that may impact the future;**
- 4. invite and provide a forum for the input of Melancthon residents on the short term and long term vision, plan, development and encouragement of Recreation in and for Melancthon, through public meetings and surveys;**
- 5. invite the input of Recreation stakeholders on data related to Melancthon users and to obtain information relating to the short term and long term plans for the Stakeholder, including suggestions as to how Melancthon might support and encourage users for Stakeholders;**
- 6. connect with other local municipalities, including the County of Dufferin, to solicit information on the development of Recreation "Plans" and strategic planning for the future for purposes of gaining insight and to the prospects for partnering;**
- 7. make recommendations to the Municipal Council for the Township of Melancthon in accordance with the Purpose of the Task Force**

### **TIMELINE**

**The Melancthon Recreation Task Force understands that its creation, purpose and mandate has been by the current Municipal Council of the Township with a view to making its recommendations to the new Council of the Township in December, 2022, unless its purpose and mandate have been amended or extended by the new Council.**

**Received by the Council of the Township of Melancthon on August 11, 2022.**

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NO. 66 - 2021**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE  
A JOINT RECREATION AGREEMENT BETWEEN THE TOWNSHIP OF  
MELANCTHON & TOWNSHIP OF MULMUR**

**WHEREAS** pursuant to s.202 of the Municipal Act, 2001, two or more municipalities may enter into an agreement to provide for matters which are necessary or desirable to facilitate the establishment and operation of a joint municipal service board;

**AND WHEREAS** the municipal councils of the Township of Melancthon and the Corporation of the Township of Mulmur desire to establish joint recreation services for the mutual benefit of their residences and ratepayers at the North Dufferin Community Centre;

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

1. That the Mayor and Clerk are hereby authorized to execute a Joint Recreation Agreement, which is attached as "Schedule A" hereto and forms part of this By-law.
2. This By-law shall come into force and take effect immediately upon the final passing of same.
3. That By-law 45-2017 is hereby repealed upon the execution of "Schedule A" by both the Township of Melancthon and Corporation of the Township of Mulmur.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED on this 4<sup>th</sup> day of November, 2021.

  
.....  
DARREN WHITE, MAYOR

  
.....  
DENISE HOLMES, CLERK

AGREEMENT AS OF November 4, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MULMUR,  
hereinafter referred to as "Mulmur"

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON,  
hereinafter referred to as "Melancthon"

This Agreement witnesseth that, in consideration of the mutual covenants and conditions herein contained, Mulmur and Melancthon agree to the following:

1. Mulmur is the owner of the lands identified as Con 3 W E PT Lot 25, RP 7R-4424 Part 3, on which the facility known as the North Dufferin Community Centre ("NDCC") is located. The NDCC includes all land, buildings, improvements, equipment and chattels pertaining to its operations.
2. Mulmur Township shall continue to be the sole owner of the NDCC.
3. The NDCC shall be operated in compliance with the provisions of the *Municipal Act, 2001*, SO 2001, c 25, and any applicable regulations, as amended from time to time.
4. The NDCC shall be managed by a joint municipal service board of the Townships of Mulmur and Melancthon, constituted by this agreement pursuant to s. 202 of the *Municipal Act, 2001*. The said joint municipal service board shall be known as the NDCC Board of Management ("Board"), which shall have all the powers given by the *Municipal Act, 2001*, and those given by this Agreement.
5. The Board shall have eight (8) members, all of whom have voting rights. The Board shall be comprised of one (1) member of Council from each of Mulmur and Melancthon, two (2) community members from each of Mulmur and Melancthon, and two (2) other community members-at-large. The Board shall recommend nominated candidates, drawn from community applicants to the parties. The Board members shall be appointed by both parties by resolution. In the event of a disagreement, each party shall appoint 3 community members of its choice to the Board. Nominated candidates shall serve for a term of which they are appointed. The parties shall also have the power to designate the appointed Council representatives to the Board, and may set their term on the Board, not to exceed the term of the Council on which they sit. The quorum of the Board shall be five (5).
6. No person shall be appointed as a Board member unless that person has been appointed by the parties in accordance with the previous paragraph and has received a Criminal Records Check to the satisfaction of both parties' Councils.
7. The Board shall elect a Chairperson (Chair) and Vice-Chairperson from among its members at the first meeting of the Board each calendar year. The Chair shall preside at all meetings of the Board and be charged with the general administration of the business and affairs of the Board. The minutes of that meeting shall identify the persons elected to each of the identified positions.
8. The Board shall hold an Annual General Meeting at the call of the Chair, with due prior notice to both parties
9. The Board shall operate under the Township of Mulmur's policies and procedures.
10. Insurance shall be provided through Mulmur's insurance provider, and the cost will be billed to the Board.
11. A staff member from Melancthon shall act as the Secretary of the Board at no cost.



12. The Treasurer of Mulmur shall act as the Treasurer of the Board at no cost for his or her time. The Treasurer shall keep full and accurate books and records of all transactions of the Board. The Treasurer shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Treasurer shall pay only such items as are approved by the Board.
13. It shall be the policy of the Board that the current year's operating surplus or deficit be allocated to the following year's budget over and above a \$40,000 operating reserve maintained for cash flow purposes.
14. Each Township shall contribute \$20,000 on January 1, 2018, to create an operating reserve for the Board to utilize for cash flow purposes.
15. Commencing 2018, levies shall be paid on February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and October 1<sup>st</sup> of each year.
16. The Board will maintain a recreational capital reserve account to hold any unused capital contributions each year. This reserve will be used to absorb the impact of large purchases and/or unforeseen emergency capital requirements as approved by the Board. A report on the balance of the reserves shall be provided on an annual basis or as requested by the parties.
17. The Township of Mulmur shall have responsibility and authority, over the human resources and staffing.
18. Subject to statutory restrictions and those set out in this agreement, the Board shall be responsible for the development of standard operating procedures and policies for the facility operations and programs as required to be approved by each Township.
19. The Board may recommend annual user fee charges to be approved by each Township.
20. The Board shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. The Board shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.
21. The Budget shall be submitted annually to each Township for approval no later than October 31<sup>st</sup>. The parties shall have the right to amend the Budget by mutual agreement prior to approval.
22. Upon approval of the Budget by both parties, each party shall appropriate such monies as may be requisitioned by the Board from time to time not to exceed the monies identified in the approved Budget.
23. The Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.
24. Regardless of the source and extent of funding, the Board must recommend to each Township, for approval, any capital improvements not already approved in the budget.
25. The Township of Mulmur may spend monies on the NDCC facility in addition to the NDCC budget at 100% contribution at its sole discretion as required.
26. The parties shall be responsible for the approved operating and capital levies expenditures and any deficit of the Board as follows:  

Mulmur 50%  
Melancthon 50%
27. The Board shall keep books and records, approve expenditures and issue cheques in accordance with the approved Budget.

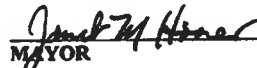


- a. The Board shall maintain its own separate bank account.
  - b. All accounts to be paid shall be approved by the Board (this may occur after payment has happened in order to avoid late payment fees).
  - c. The Board's accounts shall be audited annually by the Municipal auditor or more frequently as may be required.
  - d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.
28. In the event that either Mulmur or Melancthon wishes to cease participating in the Board, they may do so by providing one (1) year written notice of termination to the other party and the Board. Any written notice given as aforesaid shall terminate this Agreement as of the 31<sup>st</sup> of December of the next calendar year.
29. The parties shall renegotiate this agreement in the event that an additional municipality or other permitted party wishes to join in this agreement and is approved by all parties to this agreement.
30. This Agreement is personal to the parties and may not be assigned.
31. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.
32. All previous agreements signed are hereby null and void.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;


SIGNED, SEALED AND DELIVERED  
in the presence of:

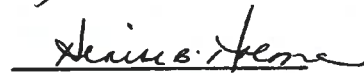
THE CORPORATION OF THE  
TOWNSHIP OF MULMUR

  
MAYOR

  
CLERK

THE CORPORATION OF THE  
TOWNSHIP OF MELANCTHON

  
MAYOR

  
CLERK

AGREEMENT AS OF JANUARY 1, 1994

AMONG:

THE CORPORATION OF THE TOWN OF SHELBURNE  
("Shelburne")

-and-

THE CORPORATION OF THE TOWNSHIP OF AMARANTH  
("Amaranth")

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON  
("Melancthon")

-and-

THE CORPORATION OF THE TOWNSHIP OF MONO  
("Mono")

**MANAGEMENT AGREEMENT**

IN CONSIDERATION of the mutual covenants the parties agree to the following. The background facts are that:

(A) Shelburne is the owner of lands, the legal description of which is Part 2, Plan 7R-1308, and part 1, Plan 7R-1148, being Part of Lot 2, Concession 2, Old Survey, Township of Melancthon, County of Dufferin, known as Centre Dufferin Recreation Complex ("Complex"). The Complex includes all buildings, improvements and chattels pertaining to its operations.

(B) Pursuant to the provisions of Community Recreation Centres Act the parties have entered into an agreement to manage the Complex, dated February 24, 1978, which agreement was further amended by an agreement in 1992, to expire January 1, 1994.

(C) The Parties are desirous of amending their previous agreements.

1. This Agreement shall run for five years. Unless at least one of the parties shall give a written notice of termination to the other parties at least 60 days before the expiry of this agreement, the term of this agreement shall be deemed to be renewed for a period of one year and so on from year to year.

2. The Complex shall be operated in compliance with the provisions of the Community Recreation Centres Act, R.S.O. 1990, c. C.22, and Regulations, as amended from time to time.

3. The Town shall continue to be the sole owner of the Complex.

4. For the duration of this Agreement the parties shall keep the Complex for recreational use.

5. The Complex shall be managed by a Committee of Management ("Board" or "Board of Management"), which shall have all the powers given by the Community Recreation Centres Act, and those given by this agreement. The Board of Management shall be a local board within the meaning of the appropriate legislation.

6. The Board of Management shall have nine members. The Board members shall be appointed by the parties, who shall also have the power to replace or remove their appointed Board members. The number of Board members to be appointed is as follows:

Shelburne	4 (two of whom shall be council members)
Amaranth	2
Melancthon	2
Mono	1

No person shall be appointed a Board member, unless that person is qualified to be elected as a member of the council of the appointing party.

7. The Board of Management shall have a Chairman, Vice-Chairman, Secretary, and Treasurer, to be elected by the Board members. The Board of Management shall develop other organization structure and procedural rules as may be thought desirable. The quorum of the Board of Management shall be five.

8. Subject to statutory restrictions and those set out in this agreement, the Board of Management shall develop policies, rules, and fee schedules.

9. The Board of Management shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. Funds required for development, improvement, maintenance and repairs may be raised through rentals, grants, donations or other means. The Board of Management shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.

10. The Budget, with a statement as to the proportion of the Budget to be charged to each party shall be submitted to each party for approval. As provided in the Community Recreation Centres Act, the parties shall have the right to amend the Budget prior to approval. The parties agree that the statutory right of amendment is given in proportion to the financial responsibilities of the parties, that is to say, the amendments must be approved by parties responsible for more than 50% of the annual operating costs of the Complex.

11. As provided in the Community Recreation Centres Act, each party shall approve the Budget and shall appropriate such moneys as may be requisitioned by the Board from time to time, but not exceeding in any year the party's share of the amount of the approved Budget.

12. As provided in the Community Recreation Centres Act, the Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.

13. Regardless of the source and extent of funding, all development and all improvement must be approved by the Board of Management.

14. The parties shall be responsible for the approved expenditures of the Board in the following proportions:

Shelburne	62%
Amaranth	15%
Melancthon	15%
Mono	8%
Total	100%

15. The Board of Management shall keep accounts under the direction of the Municipal Auditor, approve expenditures and issue cheques in accordance with the Budget.

- a. The Board of Management shall maintain its own separate bank account/s.
- b. All accounts shall be approved by the Board of Management.
- c. All cheques shall be signed by one of the designated Board members and the Treasurer.
- d. The Board of Management accounts shall be audited by the Municipal auditor annually, or more frequently as may be required by the Board of Management.
- e. The minutes of the Board of Management (together with the statements of revenues, expenses, accounts) shall be promptly circulated to the respective municipal Councils.

16. The parties shall renegotiate this agreement, including terms of admission, proportion of representation and proportion of financial responsibility, in the event that an additional municipality or other permitted party wishes to join in this agreement, and is approved by all the parties to this agreement.


17. This Agreement is personal to the parties and may not be assigned.

18. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.

This Agreement is executed by the parties under the hands of their duly authorized officers, all of whom have the authority to bind their respective organizations.

The Corporation of the Town of Shelburne  
per:

  
.....  
Mayor

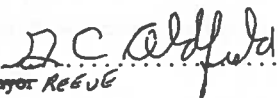
  
.....  
Clerk

The Corporation of the Township of Amaranth  
per:

  
.....  
Mayor REEVE


  
.....  
Clerk

The Corporation of the Township of Melancthon  
per:

  
.....  
Mayor REEVE

  
.....  
Clerk

The Corporation of the Township of Mono  
per:

  
.....  
Mayor

  
.....  
Clerk

**The Corporation of the Township of  
Southgate By-law Number 2019-184**

**being a by-law to authorize an agreement  
between The Corporation of the Township of Melancthon  
and The Corporation of the Township of Southgate**

**Whereas** the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**Whereas** Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

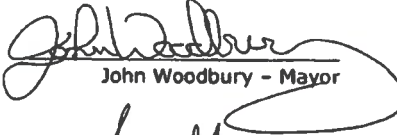
**Whereas** Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

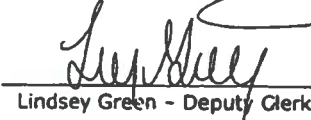
**Whereas** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with the Corporation of the Township of Melancthon,

**Now therefore be it resolved** that the Council of the Corporation of the Township of Southgate enacts as follows:

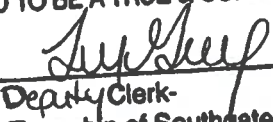
1. **That** the agreement between The Corporation of the Township of Melancthon and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Deputy Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 4<sup>th</sup> day of  
December, 2019.**

  
John Woodbury - Mayor

  
Lindsey Green - Deputy Clerk

**CERTIFIED TO BE A TRUE & CORRECT COPY**

  
Deputy Clerk-  
Township of Southgate.

THIS AGREEMENT made in duplicate this 4<sup>th</sup> day of December, 2019

BETWEEN:

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE**  
hereinafter called "Southgate" of the First Part;

And

**THE CORPORATION OF THE  
TOWNSHIP OF MELANCTHON**  
hereinafter called "Melancthon" of the Second Part;

WHEREAS each of the Parties hereto wishes to clarify its obligations to the other Party with respect to the Southgate Recreation Services in Dundalk providing access to the residents of Melancthon in the Dundalk services area. These services include access to the Dundalk Arena & Community Centre facilities, Dundalk Swimming Pool, Baseball diamonds, soccer fields, parks, playgrounds and other recreation infrastructure in the Village of Dundalk;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants of each Party, the one with the other, the Parties hereto covenant and agree as follows:

1. The Dundalk Recreation services and facilities shall be used jointly by the parties hereto with all parties to have equal rights, and shall be under the management and control of the Recreation Department of the Township of Southgate and will report to the Southgate Recreation Advisory Board (Board) or its future committee structure and the Township of Southgate Council.
2. It is agreed that the Board or committee shall be appointed every four years by resolution, by the Council of Southgate, and shall be composed of membership of the Township of Southgate and qualify to be elected as members of the Council of Southgate, and one (1) of whom shall be from Melancthon Council.
3. The Council members that act as committee members at recreation committee level take part in the budget discussions. Discussions and proposals will be communicated through meeting minutes and council representatives to both municipal councils. Concerns from Melancthon Council on recreation budget concerns should be sent in writing to Southgate Council prior to the 15<sup>th</sup> day of April in every year.
4. It is agreed that subject to the provisions of Section 5 of the Act, the Board shall formulate policies, rules and regulations for and relating to the administration and the use of the Dundalk Community Recreation facilities with Southgate Council approval.



5. It is agreed that the operating and capital cost deficits for the operating of the facilities shall be split by the municipalities as follows:

Southgate	90%
Melancthon	10%

Further Melancthon's deficit contributions are capped and will not exceed \$8,000.00 for operating and \$6,000.00 for capital, per year.

6. It is agreed that this agreement will be indexed annually starting in the 2021 calendar year to the Cost of Living Allowance (COLA) established for Ontario based on the October of the previous year published COLA rate.
7. It is in Southgate councils best interest seeing as 90% of all recreation deficits in Dundalk is the burden of Southgate tax payers to manage these costs, which ultimately Melancthon council benefits from as well. However large capital requirements are necessary from time to time. In light of this capital costs will be managed as low as possible. However the replacement of high cost infrastructure and unforeseen failures periodically cause larger than normal capital costs. Some are budgeted and predictable and some are not. Southgate maintains reserve accounts for higher than normal and these unforeseen expenses.

Southgate will maintain a Melancthon Recreation reserve account to hold any unused capital contributions each year. This reserve will be to absorb the impact of large purchases and or unforeseen emergency capital requirements in future years where capital costs or failures of a single purchase exceeds \$50,000.00. Melancthon will not be indebted to Southgate for more than the annual capital plus the balance of the Melancthon reserve account at that point in time will be provided on an annual basis by the Southgate Treasurer.

8. It is further agreed that Capital costs shall be shared by the participating municipalities in the same proportions as set out in Clause 5 providing that a five year capital plan be presented to the Councils for approval and that they are kept current.
9. It is agreed that this agreement shall be for a period of 4 years starting January 1, 2020 and expire December 31, 2023. At that time the agreement will be reviewed and may be extended by agreement of both parties.
10. The parties hereto shall execute such further assurance as may be reasonably required to carry out the terms hereof.
11. It is further agreed that these presents and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.



12. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

13. The previous agreement dated December 17, 2014 shall be in effect until December 31, 2019.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;

SIGNED, SEALED AND DELIVERED  
in the presence of:

THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Deputy Clerk

THE CORPORATION OF THE  
TOWNSHIP OF MELANCTHON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



The Corporation of

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

[melrectaskforce@outlook.com](mailto:melrectaskforce@outlook.com)

**SURVEY- MELANCTHON RECREATION TASK FORCE**

The Melancthon Recreation Task Force was created by the Township Council in July, 2022 in response to a suggestion of a Melancthon resident that Melancthon governance have a better understanding of the needs and wants of the residents in the area of Recreation/Sports and the need for a Recreation Plan rather than an ad hoc approach to simply financially supporting different facilities.

The Terms of Reference for the Task Force were endorsed by Council on August 11, 2022 and are available for viewing on the Township website.

This Survey forms part of the outreach by the Task Force to solicit the input of Melancthon residents. Please return the completed Survey to the Task Force email referenced or by mail to the Township municipal office. There will be a public zoom meeting conducted in the near future as well. Input can also be provided direct to the Task Force by email: [melrectaskforce@outlook.com](mailto:melrectaskforce@outlook.com)

The Survey does not require that you identify yourself or provide any personal information beyond the few demographic questions. Identification would however allow Task Force members to follow-up with you if you wished or if there were questions arising from any comments/suggestions. The Task Force undertakes not to share/release any personal data/information without your consent.

The Task Force recognizes, as with any survey, that there is no perfect question or format. We do want your input and therefore invite such beyond the strict format of the Survey if you so wish. The Task Force members are not survey experts, we simply will use to the data/information for purpose of making recommendations to the Council of the Township by, hopefully, late 2022.

Thank you for taking the time to provide your input.

Task Force Members: Emma Holmes and David Thwaites

PS- It is noted that there are no municipal personnel or financial resources being used by the Task Force as there existed no budget line for this venture.

**QUESTIONS**

**DEMOGRAPHICS**

1. In what area of Melancthon do you reside?
2. In what age demographic are you? (please circle)  
Under 18      18-39      39-64      65 over
3. How many persons occupy your family residence?  
Adults-                      Children (under age 18)

**PERSONAL RECREATION/SPORTS**

4. In what recreational/sport activities, if any, do you and your family participate?

5. What sport/recreation facilities/resources would you like to see encouraged and promoted for yourself and the residents of Melancthon?

#### **FACILITIES**

6. Melancthon Township provided in 2021 approximately \$118,000 to support the Centre Dufferin (CRDC), the North Dufferin Centre (Honeywood Arena) and the Dundalk/Southgate Recreation complex. In 2022 the budget for the three facilities totals \$155,000. In addition the Township contributed some funds to the Corbetton Park and Hornings Mills Park.

Do you support the use of municipal tax dollars for these facilities?

Do you believe Melancthon should be spending more/less in the promotion of recreation and sports?

7. Do you/your family use the facilities at CRDC? Honeywood Arena? Dundalk Arena? Parks at Corbetton or Hornings Mills?

If so, for what purpose and with what frequency?

8. Melancthon Township has over the years had a "partnership" with Mulmur Township for the operations at the Honeywood Arena. There is, apparently, a very limited life expectancy for the current complex. The Townships recently undertook to consider the redevelopment of a multi-use complex with a price tag of multiple millions of dollars. (grant application to co-fund project was rejected). In your opinion should Melancthon undertake the requisite funding, regardless of cost, or what other option should Melancthon pursue?

9. Melancthon Township has over the years been part of a multi-local government governance operated CDRC in Shelburne, contributing approximately 15% of the operating and capital needs (the sharing % is determined based on population as adjusted periodically). The governance model has recently been the subject of review as Shelburne has sought to take over the ownership/governance. Other local governments, including Melancthon, are considering the options. Do you support the existing model or a different model? At what cost?
  
10. Melancthon has, pursuant to an agreement with Dundalk/Southgate, been contributing approximately \$10,000 annually to the Dundalk recreation complex. Melancthon has a seat at the Recreation Advisory Board. Do you support this continued model and at what cost? Options?

#### **PARKS**

11. Melancthon currently has two community parks, Hornings Mills Park and Corbetton Park. Do you/your family use either park and if so with what frequency and for what purpose?
  
12. What are your suggestions for either park that would provide a more user friendly park and promote use? At what cost?
  
13. The County of Dufferin has most recently presented a draft Recreation Plan for the development and use of the two tracts of forest lands (one off 8thLine SW, the other at County 21 and 5<sup>th</sup> Line). Have you used these resources? Would you use these resources for the purposes outlined in the draft Recreation Plan? Should Melancthon "partner" with the County to promote the use of the properties?

14. The County of Dufferin owns/controls the use of the rail corridor between Shelburne and Dundalk. The County Recreation Plan contemplates various recreational uses. Do you use the corridor? If so for what recreational activities? Suggestions?

#### **GOLF COURSES**

15. There are two privately owned golf courses in Melancthon, Shelburne Golf and Dundel Golf. Have you and do you use these facilities?

#### **RECREATION AND SPORTS**

16. There are numerous recreation and sporting activities available throughout the greater Melancthon area. What are your suggestions for how, if at all, Melancthon as a Township should promote, encourage, partner with organizations involved with recreational and sports activities?
17. Some municipalities require that "non-resident user fees" be paid by individuals involved in certain activities (eg, Shelburne Minor Soccer, baseball, Orangeville recreational programs). What is your opinion on the use of this "fee"? Should this be a fee paid by Melancthon as a whole or by the individual? Would the imposition of such a fee impact your participation in the activity?
18. What other comments and suggestions would you like to share with the Task Force for its consideration?



*The Corporation of*

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

**MEMORANDUM TO COUNCIL**

**TO: MAYOR WHITE AND MEMBERS OF COUNCIL**

**FROM: DENISE B. HOLMES, AMCT, CAO/CLERK**

**SUBJECT: NORTH DUFFERIN COMMUNITY CENTRE – COUNCIL REVIEW OF MELANCTHON'S PARTICIPATION**

**MEETING DATE: DECEMBER 15, 2022**

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**Background and Discussion**

At the meeting of Council held on April 21, 2022, the following motion was introduced and passed:

*Moved by White, Seconded by Mercer*

**Be it resolved that:** "The Council of the Corporation of the Township of Melancthon defer any decisions on its participation in the North Dufferin Community Centre until such time as the 2022 Election is complete." **Carried.**

With regards to the above motion, Council noted that this would include any decisions regarding the full-scale review of the NDCC Agreement, the NDCC renovation project and the Joint Recreation Sub-Committee.

For the review, I have attached the following, to this Memo:

- NDCC Agreement that was entered into with the Township of Mulmur on November 21, 2021
- NDCC Efficiency Review Final Report October 2020 prepared by Sierra Planning and Management
- NDCC Assessment Report – April 13, 2022 prepared by Dickinson and Hicks
- Melancthon Motion passed on March 18, 2021 regarding appointments to the Mulmur-Melancthon Recreation Sub-Committee
- County of Dufferin and Municipalities Service Delivery Review – Excerpt Section A2 and 5.1 – Indoor Recreation Facilities (attachments for context as to the purpose of the creation of the Joint Recreation Sub-Committee)
- Report from Tracey Atkinson, CAO, Township of Mulmur, regarding NDCC Updates

- **Report from Tracey Atkinson, CAO, Township of Mulmur regarding the NDCC Board of Management**
- **Email from Tracey Atkinson, CAO, Township of Mulmur, regarding the Green and Inclusive Community Building Program Grant**
- **Report from Sarah Culshaw, Treasurer, Township of Melancthon – NDCC Cost Benefit Analysis**
- **Special Joint Meeting Minutes of Mulmur and Melancthon Council – June 3, 2020, October 2, 2020 and February 17, 2021**
- **Joint Recreation Sub-Committee Minutes – March 24, 2021, April 21, 2021, May 25, 2021, July 9, 2021, September 22, 2021, November 18, 2021, November 22, 2021 and December 1, 2021**



## MELANCTHON RECREATION TASK FORCE REPORT

### 1. BACKGROUND TO TASK FORCE

The Melancthon Recreation Task Force was created on May 19, 2022 by the Municipal Council of the Township of Melancthon following a suggestion and then discussion on the need for a greater understanding of the needs and wants of the residents of Melancthon in the area of Recreation and Sports that might facilitate and assist Council's planning for the future, including the allocation of financial resources required.

Council then invited Melancthon residents to submit their name if they wished to be considered for membership on the Task Force. On July 14, 2022 the Task Force membership, there having been only three applicants, was named by Resolution of Council. Subsequently one person withdrew as of early August, 2022 from participation in the Task Force. The Task Force has been composed of two persons, David Thwaites and Emma Holmes.

The Task Force composed its Terms of Reference which were received by Council on August 11, 2022. A copy of the Terms of Reference is attached as Schedule A to this Report.

It is noted at the outset that the Task Force was formed and authorized without any financial resources or budget. This Report has no glossy pictures or shiny presentation. Neither of the Task Force members purport to be experts nor, certainly, 'politicians' but we both have roots and connections into and throughout the community and are both aware of the passion and history that can and may drive decision-making as Council considers the recommendations contained herein.

### 2. BACKGROUND TO THE TASK FORCE FORMATION

By way of background to the suggested need for the Task Force it is understood that there has previously been no comprehensive review of Recreation and Sport in Melancthon. The approach historically has been piecemeal with the focus on the Centre Dufferin Recreation Complex (Shelburne), the North Dufferin Community Centre (Honeywood), the Southgate's Recreation Complex (Dundalk) and the Horning's Mills Park. Melancthon has no Recreation and Sport Strategic Plan or any planning document that addresses the issue comprehensively, unlike municipalities such as Southgate and Shelburne.

The Strategic Plan adopted by Melancthon Council in 2017, after retaining a Consultant and obtaining public input, was essentially silent on Recreation and Sport save for the identification of the need and desire to plan for recreational trails in Melancthon. In fact, since the Plan was adopted nothing has been done to facilitate steps or directions to fulfil this plan. The Strategic Plan was noticeably silent on every other aspect of Recreation and Sport, even on the local parks in Horning's Mills and Corbetton.

Through the governance and recommendations of the Horning's Mills Park Board there had been some steps taken to improve the Horning's Mills Park, example – lighting for the ball diamond. It is understood that the Park Board had been developing a relationship with the Mansfield Baseball

GB #17.3.1

JAN 12 2023

DEC 15 2022

GB 16.2.1

Association for use of the ball diamond. In addition, the Park Board has reported to Council with other considerations that might improve the park facilities and usage.

The Corbetton Park/playground, through the efforts of the Corbetton Park Board and Council, has been equipped with some playground equipment in 2021 thus providing a resource for the children of Corbetton.

In more recent years, namely 2019-2022, there have been several developments, apart from the impact of COVID, that have underlined the need for a better understanding of the needs and wants of Melancthon residents in the area of recreation and sports and to better plan and commit for resources, particularly financial. Those “pressure points” include, but are not limited to:

- (a) North Dufferin Community Centre(Honeywood)- this facility has served the people of Melancthon and Mulmur for many years after being built by the community (1966?). The Centre has operated under a governance board composed of both Mulmur and Melancthon residents and has been funded jointly and equally by the two municipalities, notwithstanding it is located in Mulmur. The facility is very close to being on its last legs (2025?). The Board together with the Townships undertook in 2019-20 a review of the options facing the Board and Townships. A Consultant was retained and reports provided. There were several options presented by the Consultant, all of which were shockingly expensive. The cost of each option had materially increased even by early 2022 and the Grant application for provincial federal funding rejected such that Melancthon might well have been faced with an obligation in excess of \$5 Million Dollars plus materially higher annual cost obligations. Melancthon Municipal Council, it is understood, was not prepared to make this commitment. In addition, there were/are, it is understood some matters of politics and ownership issues.
- (b) Centre Dufferin Recreation Complex- this facility, located in Shelburne, has served the people of Shelburne and the surrounding municipalities of Melancthon, Amaranth and Mono for many years. The governance and funding formula is contained in an Agreement dated in 1994. In 2018 an amended draft Agreement was proposed but never completed. The challenge in recent years has been that with the significant growth in the population of Shelburne, without any similar growth in Melancthon and Amaranth particularly, there have been increasing tensions.

In late, 2021 and 2022 Shelburne Council took steps to initiate a change in the model, i.e., to takeover control and governance, of the CDRC removing the other local municipalities from involvement. By late spring, 2022 Shelburne had backed off, due apparently to the prospect that it would have to refund contributions by the other municipalities to the capital reserves. Further Shelburne is now in the midst of its own review of its Recreation/Sports Master Plan with corresponding demands and expectations from its residents many of whom have no understanding of the history and governance model in place for CDRC. The recent municipal election campaign seemed to underline the discourse. As such the CDRC model of governance and funding is very much unsettled and unstable.

In addition, the funding model for the CDRC has left the area municipalities absorbing, given the substantial increase in Shelburne's population, a disproportionate share of the funding model with a formula that fails to reflect the obligations in a timely manner. From Melancthon's perspective there is the very real challenge that any funding should really reflect that Melancthon has a multi complex financial obligation (unlike Shelburne) and that many residents of Melancthon do not use the CDRC.

Underscoring the challenge is that the CDRC is operating without any vision or strategic plan for the future. There has been no effort to engage and plan at any municipal level to address this fundamental problem as each municipality has dealt (or failed to address) with the future of the CDRC. This has, is and will be create an increasing weak link, unless the fundamental problem is addressed immediately.

- (c) Southgate (Dundalk)- the recreation complex in Dundalk has served the people of Southgate and north Melancthon for many years. Melancthon has, pursuant to an Agreement with Southgate contributed financially to the operation of the facility and has a representative on the Recreation Advisory Committee. The challenge in recent years is that Southgate/Dundalk has grown at a pace that is/will put strains on its resources and needs and the model for financial contribution is based on outdated statistics. In addition, the demographics for Melancthon have changed as there is a sizeable component of north Melancthon residents, namely the Mennonite community, who do not use the recreation facilities (or for that matter any of the Recreation complexes funded by Melancthon). In addition, even as the Task Force has been in place Southgate has initiated a process to annex lands from Melancthon, a process that might well raise signals for the future both for the north end and south ends of Melancthon.

The aforementioned "pressure points" are but three of the points that highlight the need to refocus on what and how Recreation and Sport are defined in Melancthon. The challenge is to recognize that financial resources cannot and should not always drive the decisions of government. Recreation and Sport provide a critical part of how we define ourselves as a community and further is a key piece of Participation for our physical/mental/emotional health.

It is noted that the funding models for the three recreation complex is premised, at least in part, on a population model. This, at the very least, should give the Melancthon Council serious concern for the viability of continuing any Recreation Complex model funding.

The Agreements for each of North Dufferin, Centre Dufferin and Southgate are attached as Schedules 'B', 'C' and 'D'. It is noted, but not a legal opinion, that both the old and proposed Agreements create a challenge for Melancthon (and the other municipalities) as the "withdrawal" obligations are not well-defined.

At the same time as Melancthon Council undertook this Task Force the County of Dufferin had and was undertaking its own review and draft of its Recreation Plan for County owned resources. The Plan was circulated for public input during the summer of 2022. As there are two large forest tracts within

Melancthon and the rail corridor that bisects the Township there should be consideration of the viability of working with the County in the use and development of these assets in the context of its own Recreation/Sports “plan”.

### **3. THE ROLE OF SPORT AND RECREATION**

At the outset and before outlining the steps taken and the information gathered by the Task Force it is perhaps of value to consider the role that Recreation and Sport have in any community, be it urban or rural, be it small or large. It would be trite to say if Recreation and Sport have no purpose other than to fulfill the personal desire of an individual then the greater community, including the governance of the community, should have no role and should expend therefore no time or resources. In fact, however it is and should be patently obvious that Recreation and Sport form a key part to the essence of community.

The obvious can be noted from the focus of a community, be it municipal or national, on the Olympics, the national championships of professional and amateur athletes/teams and, even the diehard fans of the Maple Leafs. The community joins in the celebrations of a community member who has achieved success on the podium or in a field of endeavour (example- Aaron Downey). The community celebrates the achievements of community teams, be they school or community based (example-this past winter a team of young (ages 9 and 10) hockey players playing out of Honeywood, including some Melancthon youth, went undefeated and won the Georgina Triangle Local League championship). A community lives and dies with every tick of the clock in a sport activity that somehow contributes to defining who and what we are.

Sport helps shape the character of individuals, our children and grandchildren. It has provided opportunity to show respect, compassion, teamwork, to share success and to share the pain of loss, even in the injuries or death (example - Humboldt Broncos).

Sport and Recreation provides opportunity for not only addressing our physical health but our mental and emotional health. Who can deny the benefit of a walk along the Bruce Trail or the release of workday stress through participating in a sporting activity? One might consider what the cost would be to our health care system without the benefit of sport and recreation?

### **4. SUMMARY OF EFFORTS OF TASK FORCE**

The Task Force, in fulfilling its terms of reference undertook the following:

(a) The Task Force gathered data and information using Statistics Canada resources and the information available from the Township website related to financial obligations and to obtaining the current agreements governing the various facilities.

(b) The Task Force extended invitations through email outreach and personal contact for input and feedback from various stakeholders in the greater Melancthon community including the County of Dufferin referencing its draft Recreation Plan.

(c) The Task Force compiled a Survey that was circulated on social media from late September, 2022 onward soliciting the input of Melancthon residents. A copy of the Survey is attached as Schedule 'E'.

(d) The Task Force conducted a public Zoom meeting for Melancthon residents on October 19, 2022.

David attended one of the public meetings in Shelburne in September referencing the Shelburne Recreation Master Plan. He also engaged in some communication with some elected officials from other communities to gain some insight and perspective on Recreation and Sport. It is also noted that David was a member of the CDRC Board from 2019-2020 and Council from 2018-2020 so he gained some further insights and perspective.

Emma brought her perspective as a lifelong resident of Melancthon but also her experience having graduated with a University Degree in Recreation and her more recent work experience in municipal recreation. Emma further served as the Melancthon community representative on the NDCC Board for a brief tenure.

The Report will set forth in the following pages the essence of the data collected as referred to in paragraphs (a) to (d) above.

## 5. Data and Information (Population and Financial)

For purposes of giving some data context to Melancthon the following **population** information was obtained from Statistics Canada, 2021 Census.

**Melancthon's** population in 2021 was 3,132, up slightly from the 2016 census data. There were 1032 "permanent" households. The average/median age was 39. The age demographics were:

- (i) Age 0-14 - 19.6%
- (ii) Age 15-64 - 65.5%
- (iii) Age 65+ - 14.4%.

The population density was 10.1 persons/square kilometer. There was no source data that marked the size of hamlets or otherwise identified components of the population of Melancthon (i.e.. Mennonite community).

**Shelburne's** population in 2021 was 8,994, up 10.7% from 2016. The average age was 37.8. The age demographics were

- (i) Age 0-14 - 22%
- (ii) Age 15-64 - 63.7%
- (iii) Age 65+ - 14.5%

The population density was 1,370.8 persons/square kilometer.

**Southgate’s** population in 2021 was 8,716, up 18.5% from 2016. The age demographics were:

- (i) Age 0-14 - 22.9%
- (ii) Age 15-64 - 62.2%
- (iii) Age 65+ - 14.9%

The population density was 13.6 persons/square kilometer.

**Mulmur’s** population in 2021 was 3,571 up 2.7% from 2016. The age demographics were:

- (i) Age 0-14 - 12.7%
- (ii) Age 15-64 - 66.7%
- (iii) Age 65+ - 20.7%

The population density was 12.5 persons per square kilometer.

The recently released growth projections for the next thirty years project material growth for both Shelburne and Southgate, as in fact the population of each has grown since the May, 2021 Census. Melancthon and Mulmur have, on the other hand, very modest projections for growth. Melancthon planning control documents underline the challenge as there are tight controls on where any growth might occur within the Township. It can only be assumed that the growth projections for Shelburne will entail Shelburne seeking to annex lands from either/both Amaranth and Melancthon as Shelburne is largely landlocked at present. Southgate is growing rapidly and has already initiated annexation outlines with Melancthon.

The following **financial** information was gleaned from the Township of Melancthon financial statements as it relates to Recreation and Sport. The numbers represent the monies expended/budgeted for Libraries, the Horning’s Mills and Corbetton parks, the Horning’s Mills Hall and the three Recreation Complexes.

2014	2015	2016	2017	2018	2019	2020	2021	2022 (budget)
\$ 137,256	\$170,397	\$143,131	\$180,816	\$274,888	\$288,645	\$260,469	\$320,160	\$243,908

Some breakdown and/or explanation may assist the foregoing numbers. COVID definitely impacted the 2020 figures.

In 2021 Melancthon expended \$21,200 on the Corbetton Park whereas the 2022 budget is \$2,500.

The Horning’s Mill Park expended a much higher figure in 2021 than the projected \$12,000 for 2022.

The 2022 Budget includes money for the Heritage Committee (\$5,000) that should not be seen as part of Recreation and Sport.

As this Report has not addressed the Libraries as a component of Recreation/Sport it can be noted that the Libraries (Shelburne and Dundalk) in 2021 cost \$66,150 and the 2022 budget was \$67,100.

The Recreation/Sport Complexes cost breakdown for 2021 and 2022 (budget) is as follows:

	2021	2022 (budget)
CDRC	\$50,522	\$63,550
NDCC	\$53,348	\$76,758
Southgate	\$14,098	\$14,000

- For reference purposes if one refers to other municipalities to compare Dollar's care must be taken to ensure, if possible, an "apples and apples" comparison as municipalities differ in how they allocate.
- The formulas for financial contribution to the Complexes all differ. The authors question the correctness of any of the models for use by Melancthon based upon Melancthon supporting three complexes as well as using historical data that differs from reality.

#### Developmental Charges Reserve Fund- Recreation

The Task Force solicited information from the Township Treasurer on the nature of the Reserves, if any, for Recreation/Sport. The following information was provided, namely that the 2021 Reserves identify \$2,818.45 for Outdoor Recreation and the sum of \$278,438.01 for Indoor Recreation. As Council would be aware the issue of Development Charges and accessing the funds has been and is a chronic challenge that is tied to identifying the application as tied to the growth of Melancthon. This paragraph is inserted largely to remind Council that there are some very modest funds available but it is dependent on how the Plan is worded. The Task Force offers no specific recommendations in this regard.

## 6. STAKEHOLDER OUTREACH

A. The Task Force as part of its solicitation for data input and feedback reached out by email to numerous stakeholders' groups, associations, private operators, the Dundalk Recreation Department and the Centre Dufferin Recreation Centre. The response was underwhelming and disappointing. The Task Force does indeed recognize that many of the recreation/sport organizations/groups are volunteer based/run and resources can be stretched sometimes to the point of hardly being able to function, apart from responding to a survey/data information request. This very recognition is critical to the hopes and expectations of any resident who seeks to have programming and activities provided.

The Task Force had sought data from the various stakeholders that might facilitate an understanding of how many Melancthon residents were using the various resources within the greater Melancthon community for recreation and sport. The Task Force had further sought feedback on how Melancthon might partner with the various groups/organizations to promote recreation and sport in and by the people of Melancthon.



The Task Force would like to thank the Shelburne Figure Skating Club, the Shelburne Curling Club and the Shelburne Vets Minor Lacrosse for the information provided on the participation by Melancthon residents. The essence of the information provided was to confirm that there are a modest number of participants from Melancthon and that the organizations would welcome any form of promotion that Melancthon as a whole might provide to promote the activities.

The Task Force further acknowledges the telephone communication with a representative of the Shelburne Cricket Club. The information was not on the numbers of Melancthon residents but to provide a hoped for cricket patch. Subsequently it is understood that the Town of Shelburne is investigating this prospect.

The Task Force did receive some data from the Dundalk Recreation Department that there was no current data available and the last information that had been used, in part, to compile the agreement for Melancthon's contribution to Southgate recreation was very much dated.

The Task Force recommendations that will follow herein are indeed consistent with recognizing that recreation and sport should be encouraged and promoted and that Melancthon as a municipality has a role in so doing but not necessarily undertaking the recreational programming.

#### B. County of Dufferin Recreation Plan

In late July, 2022 the County of Dufferin released its draft Recreation Plan seeking the comments and input of the residents of Dufferin County. The draft Plan was addressing the various County properties being tracts of forest owned by the County together with the Rail corridor and had as its purpose identifying how the assets were and could be developed and used for recreational purposes. As it pertains to the Township of Melancthon the draft Plan identified the two tracts of forest and the Rail corridor. The two forest tracts are located at/near 8<sup>th</sup> Line SW at 270 SR and the other being at/near County Road 21 and 5<sup>th</sup> Line OS. The deadline for input was late August, 2022.

David Thwaites initiated contact with the Dufferin County Forester, Caroline Mach, to inquire about the direction of the Plan to the extent it may or may not impact the work of the Task Force. Following emails and a telephone discussion a site visit was conducted at the Forest Tract on County 21.

The Plan of the County relating to the County 21 tract involves developing and promoting the outdoor recreation use of the lands. The possible and identifiable uses include a hiking trail/nature trail and cross-country ski trails. Other uses are identified within the draft Plan. Ms. Mach identified that there was a rough timeline of having a nature trail in place by early summer, 2023.

Through discussions it was noted that there had been/was little to no use, or even knowledge, by the people of Melancthon of the County tract, that the Recreation Plan sought to provide for promotion of outdoor recreation and that there was a role for Melancthon. The role for Melancthon was seen as a promoter (i.e., website identification of the trail, municipal newsletter) and perhaps a sharing of some of the routine maintenance (summer student shared with County to trim trail etc). The anticipated role

would not require the expenditure of any infrastructure commitment or for that matter any substantial monies.

The County draft Plan was being presented to County Council on October 15, 2022. If adopted, Ms Mach anticipated the County moving forward with the County 21 tract. The development/use of the 8<sup>th</sup> Line tract was seen as being deferred as the County sees the 8<sup>th</sup> Line Tract as connecting to another tract on Highway 89.

There were discussions about the Rail Corridor usage and promotion. The discussions recognized the potential for some conflicting usage that would require further discussions and development with possible user groups.

The connection with the County was positive and as outlined in the Recommendations herein should be furthered, especially when factored with the input received through the resident survey conducted by the Task Force.

## **7. RESIDENT'S SURVEY**

In late September, 2022 the Task Force posted a Survey seeking the input of Melancthon residents. The Survey was posted on Facebook and circulated via the Township website, mail chimp and posted on the Horning's Mills Hall Facebook page. The Task Force acknowledges the limitations in the manner of circulation.

The Survey, as circulated, sought both quantitative and qualitative input from residents touching on all matter of questions/issues related to the mandate of the Task Force.

There were fifty-six Survey responses received by the Task Force. It is noted that there were twenty-nine responses from residents who identified living in/near Horning's Mills while the remaining twenty-seven replies were from residents distributed throughout the Township. The age demographic of the Respondents was identified as twelve in the age group of 18-39, thirty-five in the age group 39-64 and nine in the age group of age 65 plus. The total adults residing in the Respondent's residences were one hundred twenty.

To summarize the data feedback:

- (a) There was an endorsement for more/better outdoor trails for a variety of activities including a general widespread lack of awareness of the County forest tracts for such purposes;
- (b) There was a wish for improvements to the Parks in Corbetton and Horning's Mills;
- (c) There was a desire for recreation/sports to be recognized in Melancthon to the area west of Third Line OS ( i.e., a parkette in Riverview and other resources/programming);
- (d) There was a desire for more programming at the Horning's Mills Hall for children and seniors;

- (e) The Rail Corridor received widespread affirmation but there was a concern about conflicting usage possibilities (e.g., dirt biking v hiking, cross country skiing versus snowmobiling);
- (f) NDCC – the responses were diverse and generated the most division in direction. There were thirty-six respondents that were against expending monies on the NDCC while there were some real qualifiers within the remaining replies who might otherwise endorse/wish for an investment in the NDCC by Melancthon;
- (g) CDRC – there was general recognition of the value in the ice rink and outdoor pool but the Survey provided less of a defined reply on the future and Melancthon’s future with the CDRC, perhaps in part due to the need for more information about the options and cost;
- (h) Dundalk – generally less defined reply, largely due to the lack of use by Melancthon residents, perhaps an indicator of the lack of respondents and other demographics;
- (i) The Parks, while there was a wish for improvements there was limited use by many of those responding to the survey;
- (j) Municipal tax dollars for Recreation and Sport – generally the respondents favoured spending approximately the same dollars as currently but there were real qualifiers and conditions expressed and certainly there was no consensus that the current allocation should be sustained.
- (k) User fees – the Respondents expressed differing views although few, if any, saw any possible fee as a block to participation. Many expressed the view that User fees should be left to the individual as opposed to Melancthon absorbing the fee;
- (l) Promotion of Recreation and Sport - there were a variety of suggestions which included use of the Township social media platforms for linking/listing and the use of the Township newsletter.

## **8. PUBLIC ZOOM MEETING**

On October 19, 2022 the Task Force conducted a public zoom meeting for residents to provide input to the Task Force. Unfortunately, the number of participants was very low but the input was encouraging. The input encouraged the Task Force to press forward, to encourage the development of a strategic plan by Melancthon for recreation/sport and to keep soliciting for community input not just by the Task Force but on an ongoing basis. There was the suggestion that perhaps if Melancthon were to adopt a focus for its Recreation Sports, for example develop for persons with access needs and/or developmental challenges that it might become a model for other communities to adopt.

## **9. RECOMMENDATIONS**

The Task Force recommends for the consideration of Council of the Township of Melancthon:

- A. Parks –
  - (i) Corbetton Park – furthering the playground development, example basketball court;

- (ii) Horning's Mills Park – improvements such as betterment of playground area and a walking trail on circumference of park, encouragement of a recreational community baseball/softball league for adults and youth (need volunteers to step up and lead);
- (iii) Riverview – planning for a parkette, perhaps as part of any development there might be a dedication of a parcel of land;

B. Trails-

- (i) County Forest tracts – to immediately connect, work with the County as it develops and implements County plans for the Tract on County 21 and continue to promote the County endeavour. The connection and “partnership” should be continued as the Tract at 8thLine SW is developed/promoted;
- (ii) County Rail Corridor – be part of the promotion and use of the Rail Corridor as it is developed and encouraged;
- (iii) As part of any development of Melancthon properties, example Strada pit development/expansion, seek to provide opportunities for outdoor trails for hiking, biking, cross-country skiing;
- (iv) Melancthon should be cognizant of opportunities to work with groups such as Dufferin Driftbusters (snowmobiling) and the Bruce Trail Conservancy to promote the use of trails.

C. Recreation Committee-

That a Recreation Committee composed of Council and community members be formed with the mandate that would develop and implement a Strategic Plan for Recreation and Sport in and for Melancthon residents. It would be anticipated that the Committee would provide a continuing forum for the residents to provide input and recommendations. The Committee might well have a limited mandate, i.e., only the Strategic Plan.

D. Council representation on Boards/Committees referencing Recreation and Sport-

The mandate of any appointee must clearly define and include the commitment to communicate, be transparent and to facilitate the overall plan and direction focused on the best interest of Melancthon and be consistent with an overall direction of Recreation and Sport for the people of Melancthon.

E. That Council immediately engage with the local municipalities of Mulmur, Shelburne and perhaps Amaranth to determine if there is a commitment for a shared vision and plan for Recreation and Sport in the communities of north Dufferin.

F. CDRC-

That if Melancthon is to have a continuing role in the governance/funding of the CDRC that the CDRC (and participating municipalities) prioritize and commit to the development and articulation of a shared Vision and Strategic Plan. Absent this immediate commitment and development then Melancthon should forthwith “withdraw” from the current governance/funding model. This recommendation should be considered a priority and not one to take any time and/or be played politics. Timeline- complete by April, 2023 and before any further capital contributions to the CDRC.

Further, if Melancthon is to continue as part of the CDRC then any governing Agreement must be current in its drafting and understanding, including the recognition that the funding model is current and that capital contribution to reserves are protected. If the other municipalities are not prepared to immediately undertake and address this recommendation then Melancthon should withdraw.

G. NDCC-

The Task Force recognizes that for many the NDCC has been and is part of their life and it forms part of community. The underlining challenge is that the projected financial commitment to the capital and ongoing annual cost is not viable for Melancthon as reflected in the majority of respondents to the Survey.

The recommendation is that Melancthon withdraw from the NDCC and not be part of any ongoing joint operation with Mulmur. Melancthon, with the adoption of this recommendation, might consider adopting, at least for the immediate future, a User Fee reimbursement, if Mulmur were to impose the same, for Melancthon residents with a maximum annual cap on the User fee (hockey/figure skating).

IF there is to be any go-forward jointly by Melancthon and Mulmur (and perhaps any third-party private person/group) then it must be premised on a model that does not create any financial obligation that exceeds the current level, both in terms of debt and annual cost AND the ownership/governance structure must be Fair to Melancthon.

The timeline for this recommendation should also be considered immediate and before any further capital funds are contributed.

H. Southgate-

In the short/immediate term continue the existing Agreement/funding as the Dollar sum is very modest. It would be anticipated that given the developments in Southgate and the impact on Melancthon this Agreement should be terminated in the immediate future (2024?).

I. Recreation programming – while not a recommendation the Task Force acknowledges the numerous suggestions made by Melancthon residents for recreation and sport programming, be it indoor or outdoor. The Task Force can only recommend that those with the suggestions be part of a Volunteer group/persons who would provide the requisite leadership to provide the same, whether in the Parks or at the Horning's Mills Hall.

J. Promotion-

That Council direct staff, perhaps with the assistance of the Recreation Committee, to develop a policy and implement the same for the use of the municipal social media platforms (website, Facebook, newsletter) that would link, encourage and promote Recreation and Sports groups/associations serving greater Melancthon. Timeline- it would be hoped that this Recommendation could be in place in the near future, perhaps the late spring, 2023.

**CONCLUSION**

The Melancthon Recreation and Task Force thank the people of Melancthon who have provided their input and the Council of the Township for creating the opportunity to consider and make recommendations that might better serve the people of Melancthon.

Sport and Recreation are a critical part of who we are as a community and as a people.

With this Report the mandate of the Task Force is complete.

Submitted by:

David Thwaites and Emma Holmes

December 6, 2022

## **MELANCTHON RECREATION TASK FORCE**

### **PURPOSE**

**The Melancthon Recreation Task Force is to investigate, research and make recommendations to the Township of Melancthon referencing Recreation planning, opportunities, funding and the future direction for Recreation in the Township of Melancthon**

### **MANDATE**

**The Melancthon Recreation Task Force will:**

- 1.** review the history and data of Melancthon's "Recreation" commitment and contribution, including an understanding of the composition/makeup of the community;
- 2.** identify the current member groups, organizations and associations, governmental and non-governmental stakeholders;
- 3.** obtain information on the current composition of the Township and identify, if possible, trends that may impact the future;
- 4.** invite and provide a forum for the input of Melancthon residents on the short term and long term vision, plan, development and encouragement of Recreation in and for Melancthon, through public meetings and surveys;
- 5.** invite the input of Recreation stakeholders on data related to Melancthon users and to obtain information relating to the short term and long term plans for the Stakeholder, including suggestions as to how Melancthon might support and encourage users for Stakeholders;
- 6.** connect with other local municipalities, including the County of Dufferin, to solicit information on the development of Recreation "Plans" and strategic planning for the future for purposes of gaining insight and to the prospects for partnering;
- 7.** make recommendations to the Municipal Council for the Township of Melancthon in accordance with the Purpose of the Task Force

### **TIMELINE**

**The Melancthon Recreation Task Force understands that its creation, purpose and mandate has been by the current Municipal Council of the Township with a view to making its recommendations to the new Council of the Township in December, 2022, unless its purpose and mandate have been amended or extended by the new Council.**

**Received by the Council of the Township of Melancthon on August 11, 2022.**



**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NO. 66 - 2021**

**BEING A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE  
A JOINT RECREATION AGREEMENT BETWEEN THE TOWNSHIP OF  
MELANCTHON & TOWNSHIP OF MULMUR**

**WHEREAS** pursuant to s.202 of the Municipal Act, 2001, two or more municipalities may enter into an agreement to provide for matters which are necessary or desirable to facilitate the establishment and operation of a joint municipal service board;

**AND WHEREAS** the municipal councils of the Township of Melancthon and the Corporation of the Township of Mulmur desire to establish joint recreation services for the mutual benefit of their residences and ratepayers at the North Dufferin Community Centre;

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

1. That the Mayor and Clerk are hereby authorized to execute a Joint Recreation Agreement, which is attached as "Schedule A" hereto and forms part of this By-law.
2. This By-law shall come into force and take effect immediately upon the final passing of same.
3. That By-law 45-2017 is hereby repealed upon the execution of "Schedule A" by both the Township of Melancthon and Corporation of the Township of Mulmur.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED on this 4<sup>th</sup> day of November, 2021.

  
.....  
DARREN WHITE, MAYOR

  
.....  
DENISE HOLMES, CLERK

AGREEMENT AS OF November 4, 2021

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MULMUR,  
hereinafter referred to as "Mulmur"

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON,  
hereinafter referred to as "Melancthon"

This Agreement witnesseth that, in consideration of the mutual covenants and conditions herein contained, Mulmur and Melancthon agree to the following:

1. Mulmur is the owner of the lands identified as Con 3 W E PT Lot 25, RP 7R-4424 Part 3, on which the facility known as the North Dufferin Community Centre ("NDCC") is located. The NDCC includes all land, buildings, improvements, equipment and chattels pertaining to its operations.
2. Mulmur Township shall continue to be the sole owner of the NDCC.
3. The NDCC shall be operated in compliance with the provisions of the *Municipal Act, 2001*, SO 2001, c 25, and any applicable regulations, as amended from time to time.
4. The NDCC shall be managed by a joint municipal service board of the Townships of Mulmur and Melancthon, constituted by this agreement pursuant to s. 202 of the *Municipal Act, 2001*. The said joint municipal service board shall be known as the NDCC Board of Management ("Board"), which shall have all the powers given by the *Municipal Act, 2001*, and those given by this Agreement.
5. The Board shall have eight (8) members, all of whom have voting rights. The Board shall be comprised of one (1) member of Council from each of Mulmur and Melancthon, two (2) community members from each of Mulmur and Melancthon, and two (2) other community members-at-large. The Board shall recommend nominated candidates, drawn from community applicants to the parties. The Board members shall be appointed by both parties by resolution. In the event of a disagreement, each party shall appoint 3 community members of its choice to the Board. Nominated candidates shall serve for a term of which they are appointed. The parties shall also have the power to designate the appointed Council representatives to the Board, and may set their term on the Board, not to exceed the term of the Council on which they sit. The quorum of the Board shall be five (5).
6. No person shall be appointed as a Board member unless that person has been appointed by the parties in accordance with the previous paragraph and has received a Criminal Records Check to the satisfaction of both parties' Councils.
7. The Board shall elect a Chairperson (Chair) and Vice-Chairperson from among its members at the first meeting of the Board each calendar year. The Chair shall preside at all meetings of the Board and be charged with the general administration of the business and affairs of the Board. The minutes of that meeting shall identify the persons elected to each of the identified positions.
8. The Board shall hold an Annual General Meeting at the call of the Chair, with due prior notice to both parties
9. The Board shall operate under the Township of Mulmur's policies and procedures.
10. Insurance shall be provided through Mulmur's insurance provider, and the cost will be billed to the Board.
11. A staff member from Melancthon shall act as the Secretary of the Board at no cost.

12. The Treasurer of Mulmur shall act as the Treasurer of the Board at no cost for his or her time. The Treasurer shall keep full and accurate books and records of all transactions of the Board. The Treasurer shall render to the Board at the meetings thereof, or whenever required, an account of all transactions and of the financial position of the Board. The Treasurer shall pay only such items as are approved by the Board.
13. It shall be the policy of the Board that the current year's operating surplus or deficit be allocated to the followings year's budget over and above a \$40,000 operating reserve maintained for cash flow purposes.
14. Each Township shall contribute \$20,000 on January 1, 2018, to create an operating reserve for the Board to utilize for cash flow purposes.
15. Commencing 2018, levies shall be paid on February 1<sup>st</sup>, May 1<sup>st</sup>, August 1<sup>st</sup> and October 1<sup>st</sup> of each year.
16. The Board will maintain a recreational capital reserve account to hold any unused capital contributions each year. This reserve will be used to absorb the impact of large purchases and/or unforeseen emergency capital requirements as approved by the Board. A report on the balance of the reserves shall be provided on an annual basis or as requested by the parties.
17. The Township of Mulmur shall have responsibility and authority, over the human resources and staffing.
18. Subject to statutory restrictions and those set out in this agreement, the Board shall be responsible for the development of standard operating procedures and policies for the facility operations and programs as required to be approved by each Township.
19. The Board may recommend annual user fee charges to be approved by each Township.
20. The Board shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. The Board shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.
21. The Budget shall be submitted annually to each Township for approval no later than October 31<sup>st</sup>. The parties shall have the right to amend the Budget by mutual agreement prior to approval.
22. Upon approval of the Budget by both parties, each party shall appropriate such monies as may be requisitioned by the Board from time to time not to exceed the monies identified in the approved Budget.
23. The Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.
24. Regardless of the source and extent of funding, the Board must recommend to each Township, for approval, any capital improvements not already approved in the budget.
25. The Township of Mulmur may spend monies on the NDCC facility in addition to the NDCC budget at 100% contribution at its sole discretion as required.
26. The parties shall be responsible for the approved operating and capital levies expenditures and any deficit of the Board as follows:  

Mulmur 50%  
Melancthon 50%
27. The Board shall keep books and records, approve expenditures and issue cheques in accordance with the approved Budget.

- a. The Board shall maintain its own separate bank account.
  - b. All accounts to be paid shall be approved by the Board (this may occur after payment has happened in order to avoid late payment fees).
  - c. The Board's accounts shall be audited annually by the Municipal auditor or more frequently as may be required.
  - d. The draft minutes of the Board shall be promptly circulated to the respective municipal Councils.
28. In the event that either Mulmur or Melancthon wishes to cease participating in the Board, they may do so by providing one (1) year written notice of termination to the other party and the Board. Any written notice given as aforesaid shall terminate this Agreement as of the 31<sup>st</sup> of December of the next calendar year.
29. The parties shall renegotiate this agreement in the event that an additional municipality or other permitted party wishes to join in this agreement and is approved by all parties to this agreement.
30. This Agreement is personal to the parties and may not be assigned.
31. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.
32. All previous agreements signed are hereby null and void.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;


SIGNED, SEALED AND DELIVERED  
in the presence of:

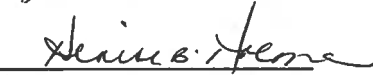
THE CORPORATION OF THE  
TOWNSHIP OF MULMUR

  
MAYOR

  
CLERK

THE CORPORATION OF THE  
TOWNSHIP OF MELANCTHON

  
MAYOR

  
CLERK

## AGREEMENT AS OF JANUARY 1, 1994

AMONG:

THE CORPORATION OF THE TOWN OF SHELBURNE  
("Shelburne")

-and-

THE CORPORATION OF THE TOWNSHIP OF AMARANTH  
("Amaranth")

-and-

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON  
("Melancthon")

-and-

THE CORPORATION OF THE TOWNSHIP OF MONO  
("Mono")

**MANAGEMENT AGREEMENT**

IN CONSIDERATION of the mutual covenants the parties agree to the following. The background facts are that:

(A) Shelburne is the owner of lands, the legal description of which is Part 2, Plan 7R-1308, and part 1, Plan 7R-1148, being Part of Lot 2, Concession 2, Old Survey, Township of Melancthon, County of Dufferin, known as Centre Dufferin Recreation Complex ("Complex"). The Complex includes all buildings, improvements and chattels pertaining to its operations.

(B) Pursuant to the provisions of Community Recreation Centres Act the parties have entered into an agreement to manage the Complex, dated February 24, 1978, which agreement was further amended by an agreement in 1992, to expire January 1, 1994.

(C) The Parties are desirous of amending their previous agreements.

1. This Agreement shall run for five years. Unless at least one of the parties shall give a written notice of termination to the other parties at least 60 days before the expiry of this agreement, the term of this agreement shall be deemed to be renewed for a period of one year and so on from year to year.
2. The Complex shall be operated in compliance with the provisions of the Community Recreation Centres Act, R.S.O. 1990, c. C.22, and Regulations, as amended from time to time.
3. The Town shall continue to be the sole owner of the Complex.
4. For the duration of this Agreement the parties shall keep the Complex for recreational use.
5. The Complex shall be managed by a Committee of Management ("Board" or "Board of Management"), which shall have all the powers given by the Community Recreation Centres Act, and those given by this agreement. The Board of Management shall be a local board within the meaning of the appropriate legislation.
6. The Board of Management shall have nine members. The Board members shall be appointed by the parties, who shall also have the power to replace or remove their appointed Board members. The number of Board members to be appointed is as follows:

Shelburne	4 (two of whom shall be council members)
Amaranth	2
Melancthon	2
Mono	1

No person shall be appointed a Board member, unless that person is qualified to be elected as a member of the council of the appointing party.

7. The Board of Management shall have a Chairman, Vice-Chairman, Secretary, and Treasurer, to be elected by the Board members. The Board of Management shall develop other organization structure and procedural rules as may be thought desirable. The quorum of the Board of Management shall be five.

8. Subject to statutory restrictions and those set out in this agreement, the Board of Management shall develop policies, rules, and fee schedules.

9. The Board of Management shall prepare the estimate of the Board's net financial requirements for the year ("Budget"). There shall be no deficit budgeting. Funds required for development, improvement, maintenance and repairs may be raised through rentals, grants, donations or other means. The Board of Management shall work co-operatively and equitably with the parties to the Agreement to fund all operational and developmental expenses.

10. The Budget, with a statement as to the proportion of the Budget to be charged to each party shall be submitted to each party for approval. As provided in the Community Recreation Centres Act, the parties shall have the right to amend the Budget prior to approval. The parties agree that the statutory right of amendment is given in proportion to the financial responsibilities of the parties, that is to say, the amendments must be approved by parties responsible for more than 50% of the annual operating costs of the Complex.

11. As provided in the Community Recreation Centres Act, each party shall approve the Budget and shall appropriate such moneys as may be requisitioned by the Board from time to time, but not exceeding in any year the party's share of the amount of the approved Budget.

12. As provided in the Community Recreation Centres Act, the Board shall not make or incur liability for any expenditure that is not approved as part of its Budget, and the parties shall not be liable for any expenditure that is not approved.

13. Regardless of the source and extent of funding, all development and all improvement must be approved by the Board of Management.

14. The parties shall be responsible for the approved expenditures of the Board in the following proportions:

Shelburne	62%
Amaranth	15%
Melancthon	15%
Mono	8%
Total	100%

15. The Board of Management shall keep accounts under the direction of the Municipal Auditor, approve expenditures and issue cheques in accordance with the Budget.

a. The Board of Management shall maintain its own separate bank account/s.

b. All accounts shall be approved by the Board of Management.

c. All cheques shall be signed by one of the designated Board members and the Treasurer.

d. The Board of Management accounts shall be audited by the Municipal auditor annually, or more frequently as may be required by the Board of Management.

e. The minutes of the Board of Management (together with the statements of revenues, expenses, accounts) shall be promptly circulated to the respective municipal Councils.

16. The parties shall renegotiate this agreement, including terms of admission, proportion of representation and proportion of financial responsibility, in the event that an additional municipality or other permitted party wishes to join in this agreement, and is approved by all the parties to this agreement.

17. This Agreement is personal to the parties and may not be assigned.

18. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.

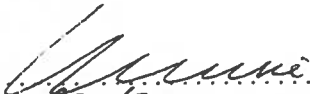
This Agreement is executed by the parties under the hands of their duly authorized officers, all of whom have the authority to bind their respective organizations.

The Corporation of the Town of Shelburne  
per:

  
.....  
Mayor

  
.....  
Clerk

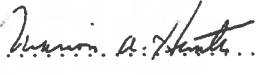
The Corporation of the Township of Amaranth  
per:

  
.....  
Mayor REEVE


  
.....  
Clerk

The Corporation of the Township of Melancthon  
per:

  
.....  
Mayor REEVE

  
.....  
Clerk

The Corporation of the Township of Mono  
per:

  
.....  
Mayor

  
.....  
Clerk

**The Corporation of the Township of  
Southgate By-law Number 2019-184**

**being a by-law to authorize an agreement  
between The Corporation of the Township of Melancthon  
and The Corporation of the Township of Southgate**

**Whereas** the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**Whereas** Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

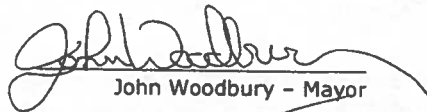
**Whereas** Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

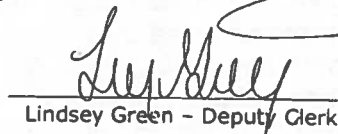
**Whereas** it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an agreement with the Corporation of the Township of Melancthon,

**Now therefore be it resolved that** the Council of the Corporation of the Township of Southgate enacts as follows:

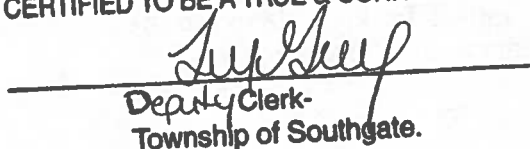
1. **That** the agreement between The Corporation of the Township of Melancthon and The Corporation of the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the Mayor and Deputy Clerk are authorized to sign the agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

**Read a first, second and third time and finally passed this 4<sup>th</sup> day of  
December, 2019.**

  
John Woodbury - Mayor

  
Lindsey Green - Deputy Clerk

**CERTIFIED TO BE A TRUE & CORRECT COPY**

  
Deputy Clerk -  
Township of Southgate.



THIS AGREEMENT made in duplicate this 4<sup>th</sup> day of December, 2019

BETWEEN:

**THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE**  
hereinafter called "Southgate" of the First Part;

And

**THE CORPORATION OF THE  
TOWNSHIP OF MELANCTHON**  
hereinafter called "Melancthon" of the Second Part;

WHEREAS each of the Parties hereto wishes to clarify its obligations to the other Party with respect to the Southgate Recreation Services in Dundalk providing access to the residents of Melancthon in the Dundalk services area. These services include access to the Dundalk Arena & Community Centre facilities, Dundalk Swimming Pool, Baseball diamonds, soccer fields, parks, playgrounds and other recreation infrastructure in the Village of Dundalk;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants of each Party, the one with the other, the Parties hereto covenant and agree as follows:

1. The Dundalk Recreation services and facilities shall be used jointly by the parties hereto with all parties to have equal rights, and shall be under the management and control of the Recreation Department of the Township of Southgate and will report to the Southgate Recreation Advisory Board (Board) or its future committee structure and the Township of Southgate Council.
2. It is agreed that the Board or committee shall be appointed every four years by resolution, by the Council of Southgate, and shall be composed of membership of the Township of Southgate and qualify to be elected as members of the Council of Southgate, and one (1) of whom shall be from Melancthon Council.
3. The Council members that act as committee members at recreation committee level take part in the budget discussions. Discussions and proposals will be communicated through meeting minutes and council representatives to both municipal councils. Concerns from Melancthon Council on recreation budget concerns should be sent in writing to Southgate Council prior to the 15<sup>th</sup> day of April in every year.
4. It is agreed that subject to the provisions of Section 5 of the Act, the Board shall formulate policies, rules and regulations for and relating to the administration and the use of the Dundalk Community Recreation facilities with Southgate Council approval.

5. It is agreed that the operating and capital cost deficits for the operating of the facilities shall be split by the municipalities as follows:

Southgate	90%
Melancthon	10%

Further Melancthon's deficit contributions are capped and will not exceed \$8,000.00 for operating and \$6,000.00 for capital, per year.

6. It is agreed that this agreement will be indexed annually starting in the 2021 calendar year to the Cost of Living Allowance (COLA) established for Ontario based on the October of the previous year published COLA rate.
7. It is in Southgate councils best interest seeing as 90% of all recreation deficits in Dundalk is the burden of Southgate tax payers to manage these costs, which ultimately Melancthon council benefits from as well. However large capital requirements are necessary from time to time. In light of this capital costs will be managed as low as possible. However the replacement of high cost infrastructure and unforeseen failures periodically cause larger than normal capital costs. Some are budgeted and predictable and some are not. Southgate maintains reserve accounts for higher than normal and these unforeseen expenses.

Southgate will maintain a Melancthon Recreation reserve account to hold any unused capital contributions each year. This reserve will be to absorb the impact of large purchases and or unforeseen emergency capital requirements in future years where capital costs or failures of a single purchase exceeds \$50,000.00. Melancthon will not be indebted to Southgate for more than the annual capital plus the balance of the Melancthon reserve account at that point in time will be provided on an annual basis by the Southgate Treasurer.

8. It is further agreed that Capital costs shall be shared by the participating municipalities in the same proportions as set out in Clause 5 providing that a five year capital plan be presented to the Councils for approval and that they are kept current.
9. It is agreed that this agreement shall be for a period of 4 years starting January 1, 2020 and expire December 31, 2023. At that time the agreement will be reviewed and may be extended by agreement of both parties.
10. The parties hereto shall execute such further assurance as may be reasonably required to carry out the terms hereof.
11. It is further agreed that these presents and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

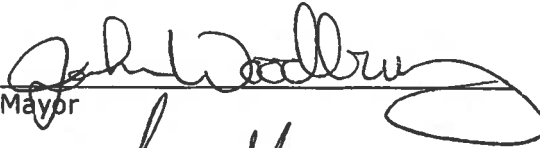
12. The parties agree that this agreement may be amended at any time by the mutual consent of the parties, after the party desiring the amendment(s) gives the other party a minimum of thirty (30) days written notice of the proposed amendment(s).

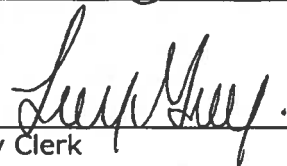
13. The previous agreement dated December 17, 2014 shall be in effect until December 31, 2019.

In WITNESS WHEREOF each of the parties hereto has affixed its corporate seal attested to by the proper officers duly authorized in that behalf;

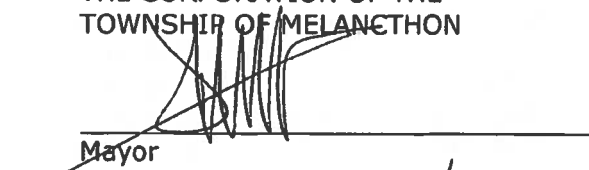
SIGNED, SEALED AND DELIVERED  
in the presence of:

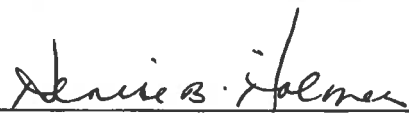
THE CORPORATION OF THE  
TOWNSHIP OF SOUTHGATE

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Deputy Clerk

THE CORPORATION OF THE  
TOWNSHIP OF MELANCTHON

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk



The Corporation of

**THE TOWNSHIP OF MELANCTHON**

157101 Highway 10, Melancthon, Ontario, L9V 2E6

[melrectaskforce@outlook.com](mailto:melrectaskforce@outlook.com)

**SURVEY- MELANCTHON RECREATION TASK FORCE**

The Melancthon Recreation Task Force was created by the Township Council in July, 2022 in response to a suggestion of a Melancthon resident that Melancthon governance have a better understanding of the needs and wants of the residents in the area of Recreation/Sports and the need for a Recreation Plan rather than an ad hoc approach to simply financially supporting different facilities.

The Terms of Reference for the Task Force were endorsed by Council on August 11, 2022 and are available for viewing on the Township website.

This Survey forms part of the outreach by the Task Force to solicit the input of Melancthon residents. Please return the completed Survey to the Task Force email referenced or by mail to the Township municipal office. There will be a public zoom meeting conducted in the near future as well. Input can also be provided direct to the Task Force by email: [melrectaskforce@outlook.com](mailto:melrectaskforce@outlook.com)

The Survey does not require that you identify yourself or provide any personal information beyond the few demographic questions. Identification would however allow Task Force members to follow-up with you if you wished or if there were questions arising from any comments/suggestions. The Task Force undertakes not to share/release any personal data/information without your consent.

The Task Force recognizes, as with any survey, that there is no perfect question or format. We do want your input and therefore invite such beyond the strict format of the Survey if you so wish. The Task Force members are not survey experts, we simply will use to the data/information for purpose of making recommendations to the Council of the Township by, hopefully, late 2022.

Thank you for taking the time to provide your input.

Task Force Members: Emma Holmes and David Thwaites

PS- It is noted that there are no municipal personnel or financial resources being used by the Task Force as there existed no budget line for this venture.

**QUESTIONS**

**DEMOGRAPHICS**

1. In what area of Melancthon do you reside?
2. In what age demographic are you? (please circle)  
Under 18      18-39      39-64      65 over
3. How many persons occupy your family residence?  
Adults-                      Children (under age 18)

**PERSONAL RECREATION/SPORTS**

4. In what recreational/sport activities, if any, do you and your family participate?

5. What sport/recreation facilities/resources would you like to see encouraged and promoted for yourself and the residents of Melancthon?

#### **FACILITIES**

6. Melancthon Township provided in 2021 approximately \$118,000 to support the Centre Dufferin (CRDC), the North Dufferin Centre (Honeywood Arena) and the Dundalk/Southgate Recreation complex. In 2022 the budget for the three facilities totals \$155,000. In addition the Township contributed some funds to the Corbetton Park and Hornings Mills Park.

Do you support the use of municipal tax dollars for these facilities?

Do you believe Melancthon should be spending more/less in the promotion of recreation and sports?

7. Do you/your family use the facilities at CRDC? Honeywood Arena? Dundalk Arena? Parks at Corbetton or Hornings Mills?

If so, for what purpose and with what frequency?

8. Melancthon Township has over the years had a "partnership" with Mulmur Township for the operations at the Honeywood Arena. There is, apparently, a very limited life expectancy for the current complex. The Townships recently undertook to consider the redevelopment of a multi-use complex with a price tag of multiple millions of dollars. (grant application to co-fund project was rejected). In your opinion should Melancthon undertake the requisite funding, regardless of cost, or what other option should Melancthon pursue?

9. Melancthon Township has over the years been part of a multi-local government governance operated CDRC in Shelburne, contributing approximately 15% of the operating and capital needs (the sharing % is determined based on population as adjusted periodically). The governance model has recently been the subject of review as Shelburne has sought to take over the ownership/governance. Other local governments, including Melancthon, are considering the options. Do you support the existing model or a different model? At what cost?
  
10. Melancthon has, pursuant to an agreement with Dundalk/Southgate, been contributing approximately \$10,000 annually to the Dundalk recreation complex. Melancthon has a seat at the Recreation Advisory Board. Do you support this continued model and at what cost? Options?

## **PARKS**

11. Melancthon currently has two community parks, Hornings Mills Park and Corbetton Park. Do you/your family use either park and if so with what frequency and for what purpose?
  
12. What are your suggestions for either park that would provide a more user friendly park and promote use? At what cost?
  
13. The County of Dufferin has most recently presented a draft Recreation Plan for the development and use of the two tracts of forest lands (one off 8thLine SW, the other at County 21 and 5<sup>th</sup> Line). Have you used these resources? Would you use these resources for the purposes outlined in the draft Recreation Plan? Should Melancthon “partner” with the County to promote the use of the properties?

14. The County of Dufferin owns/controls the use of the rail corridor between Shelburne and Dundalk. The County Recreation Plan contemplates various recreational uses. Do you use the corridor? If so for what recreational activities? Suggestions?

#### **GOLF COURSES**

15. There are two privately owned golf courses in Melancthon, Shelburne Golf and Dundel Golf. Have you and do you use these facilities?

#### **RECREATION AND SPORTS**

16. There are numerous recreation and sporting activities available throughout the greater Melancthon area. What are your suggestions for how, if at all, Melancthon as a Township should promote, encourage, partner with organizations involved with recreational and sports activities?
17. Some municipalities require that "non-resident user fees" be paid by individuals involved in certain activities (eg, Shelburne Minor Soccer, baseball, Orangeville recreational programs). What is your opinion on the use of this "fee"? Should this be a fee paid by Melancthon as a whole or by the individual? Would the imposition of such a fee impact your participation in the activity?
18. What other comments and suggestions would you like to share with the Task Force for its consideration?



The Corporation of the  
**TOWNSHIP OF MELANCTHON**  
157101 Highway 10, Melancthon, Ontario, L9V 2E6

**STAFF REPORT**

**TO: Council**  
**FROM: Sarah Culshaw, Treasurer/Deputy-Clerk**  
**DATE: January 12, 2023**  
**SUBJECT: RED Grant Program**

---

The Rural Economic Development Program (RED) was established to create jobs and boost growth in rural communities.

The Strategic Economic Infrastructure Stream provides up to 30% of eligible project costs to a maximum of \$250,000.00.

Projects included are the following:

- **Rehabilitation of cultural, heritage or tourism attractions** – i.e., Restoration of historical building or structure, restoration of an established tourism attraction, or trail rehabilitation
- **Redevelopment of vacant or under-used properties** – i.e., Development of an incubator or innovation hub, Youth centre, Agri-food hubs
- **Main Street minor capital improvements** – i.e., wayfinding signage, beautification that includes lighting, banners, murals, street furniture or WiFi equipment/software for public use.

Applications need to include plans, strategies, research, and data that identifies the project as an economic development priority. The next intake for the RED program will be open on January 23, 2023. The deadline for this intake has not been established at this time.

Attached are examples of Projects approved by the RED program in our Region.

Respectfully submitted:

Sarah Culshaw  
Treasurer/Deputy-Clerk



West	The Municipality of Middlesex Centre will enhance the streetscape in the community of Ilderton.	\$3,625.88
West	The Township of North Huron will create a tri-fold brochure and a booklet for distribution locally and in welcome packages (for newcomers, doctor recruitment packages and tour participants) in order to create awareness about attractions and services across multiple communities and businesses sectors.	\$6,710.90
West	The Township of Wellington North will continue work on the revitalization & streetscaping of the downtown corridor.	\$32,195.85
West	The Township of Howick will install wayfinding signage, street furniture and amenities.	\$6,287.10
West	The Township of Wilmot will repair the porches of Castle Kilbride, a local cultural asset	\$9,850.00
West	The Town of Essex will develop a toolkit to help diversify farmers and producers business and attract new markets for their goods and services.	\$10,500.00
West	The City of Woodstock will conduct a Business Attraction and Retention program to attract new businesses to both vacant and redeveloped buildings.	\$40,000.00
West	The project will implement a workforce recovery action plan to address an ongoing labour shortage by enticing workers and businesses to relocate in Middlesex County.	\$47,000.00
West	The Township of Woolwich will develop and implement and business retention and expansion exercise.	\$25,000.00
West	The City of Port Colborne will make streetscaping and landscaping enhancements to its waterfront.	\$77,520.00
West	The Town of Hanover will implement its wayfinding strategy by installing signage across the town.	\$56,927.24
West	The Municipality of South Bruce will be redeveloping a vacant building in their downtown core to serve as a healthcare facility.	\$250,000.00
West	The Municipality of Bluewater will restore the heritage aspects of Bayfield Mainstreet with heritage lighting, gardens and trees.	\$78,495.00

West	Stratford Economic Enterprise Development Corp and the City of Stratford will create an implementation work plan and an online community incentive toolkit in order to lead the Attainable Housing Pilot on Vivian Lane.	\$80,000.00
West	The Municipality of Bluewater is to replace the windows in a a local tourism asset, the Hay Town Hall.	\$19,600.00
West	The Town of LaSalle will install Wi-Fi at its waterfront.	\$63,000.00
West	The County of Perth will prepare and implement a cycling tourism sector strategy.	\$23,293.50
West	The Municipality of Northern Bruce Peninsula will retain a project manager and a consultant to collect data and community insights in order to identify where untapped opportunities exist for downtown businesses and for the broader community.	\$75,000.00
West	The Municipality of North Perth will make improvement to their trailhead on the Guelph to Goderich Trail.	\$14,155.00
West	The Town of Niagara on the Lake with create and implement a business retention and expansion exercise.	\$44,500.00
West	The Township of Warwick will create wayfinding signage and a strategic marketing plan.	\$18,000.00
West	The Sarnia-Lambton Economic Partnership will hire a project coordinator for ten months to conduct research and promote downtown Forest and Petrolia.	\$50,000.00
West	The Town of Lincoln will add beautification and lighting to the entryway into the community.	\$38,508.00
West	The Town of Kingsville will hire an Economic Development Planner who will perform business outreach and development of planning strategies for their downtown area.	\$47,500.00
West	Haldimand County will develop and implement and business retention and expansion program.	\$144,500.00
West	The City of Niagara Falls will develop and implement and business retention and expansion exercise.	\$32,500.00

Ministry of Agriculture,  
Food and Rural Affairs

Office of the Minister

77 Grenville Street, 11th Floor  
Toronto, Ontario M7A 1B3  
Tel: 416-326-3074  
[www.ontario.ca/OMAFRA](http://www.ontario.ca/OMAFRA)

Ministère de l'Agriculture, de  
l'Alimentation et des Affaires rurales

Bureau du ministre

77, rue Grenville, 11<sup>e</sup> étage  
Toronto (Ontario) M7A 1B3  
Tél. : 416 326-3074  
[www.ontario.ca/MAAARO](http://www.ontario.ca/MAAARO)



December 6, 2022

Denise Holmes  
CAO/Clerk  
Township of Melancthon  
[dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca)

Dear Ms. Holmes:

Our government is committed to supporting job creation and the economic development of rural Ontario, and the Rural Economic Development (RED) program is an important tool to enable municipalities, Indigenous communities, and not-for-profits to succeed. I am pleased to share with you that the next intake for the RED program will open on January 23<sup>rd</sup>, 2023. A formal announcement of the new intake will be made in late January. In addition to launching a new intake, we are updating the guidelines to clearly identify program objectives and clarify eligibility criteria to help make the application process easier for applicants.

You can find all program information as it becomes available, including how to apply, on my ministry's website at [ontario.ca/REDprogram](http://ontario.ca/REDprogram).

The RED program provides cost-share funding to rural municipalities, Indigenous communities, and not-for-profit entities that will have tangible impacts in rural Ontario, measurable by one or more of the following outcomes:

- Jobs retained or created
- Investments attracted or retained
- Businesses attracted, retained and/or expanded
- Enhanced strategic economic infrastructure
- Regional partnerships that drive growth

These outcomes align with our government's priorities to remove barriers to investment, open doors to rural economic development and create good jobs across the province. Our government is committed to supporting economic growth in rural communities and ensuring Ontario is open for business.

.../2

DEC 15 2022

Info # 4

I encourage you to take advantage of this funding opportunity and submit an application for your economic development project. Together, we can ensure Ontario's communities thrive.

Please accept my best wishes, I look forward to seeing many of you at the 2023 Rural Ontario Municipal Association Conference.

Sincerely,



Lisa M. Thompson

Minister of Agriculture, Food and Rural Affairs

### Did you know about the Farmers' Wellness Initiative?

- Your mental health is important! If you're a farmer or a member of a farm family and in need of mental health support, please call 1-866-267-6255 and arrange to speak with a professional today.
- For additional resources visit: <https://farmerwellnessinitiative.ca/>.



Foodland  
ONTARIO

ONTARIO  
Terre nourricière

Good things grow in Ontario  
À bonne terre, bons produits

Ministry Headquarters: 1 Stone Road West, Guelph, Ontario N1G 4Y2  
Bureau principal du ministère: 1, rue Stone ouest, Guelph (Ontario) N1G 4Y2

Delegation: Jan 12, 2023 - 9:00 am - 12:30 p.m.



## Staff-Council Relations Training

Following the October 2022 municipal elections, municipal staff will need to quickly get their elected and appointed leadership teams up and running effectively to meet the challenges of managing municipal operations and providing responsive services to their communities.

Municipalities that struggle with integrating council and staff into a cohesive professional unit, and defining and understanding their respective roles, will face significant operational and strategic challenges. By bringing this innovative AMCTO workshop to your municipality, you will learn proven tools and techniques to make your collective leadership team significantly more productive and successful at setting and attaining organizational goals. This workshop will identify proactive strategies for conflict management as well as address systemic issues which can lead to ineffective governance. This is an interactive session that is designed to bring both your elected and appointed leadership teams together to:

- Review best practices and effective governance models
- Facilitate dialogue to assess what's working and areas for improvement
- Work through a case study that is unique to your group
- Discuss strategies and new ideas during breakout sessions that will demonstrate collaboration and foster a team-focused approach to tackling challenges

### Why Attend?

An election year is one of the most challenging times for municipal management. By attending this workshop, you and your teams will learn strategies and tools to support you right at the beginning of a new council term. Learn what you can do to prepare your elected and appointed leadership teams to work as a cohesive, professional unit.

### Who Should Attend?

Elected officials along with CAOs, clerks, department heads, and senior management.

### About the Instructor: Rob Adams

See next page for details.



**Rob Adams** is a passionate and innovative leader who uses outside-the-box thinking to leverage success. Rob is a unique CAO, having served as a Mayor and Warden on the political side. Rob is also a proven business executive as he ran the Operations of Canada's largest digital signage technology software company and achieved the Profit 100 Canada's Fastest Growing Companies rankings 2 years in a row.

Rob is currently the Chief Administrative Officer for the Town of Stouffville, in York Region. Stouffville is one of the premier communities in the Greater Toronto Area with a current population of 55,000 people and is the 2nd fastest growing municipality in Ontario.

## **AGENDA**

AMCTO Staff-Council training  
Instructor - Rob Adams BA MPA  
Town Hall Consulting

### Part 1

Roles and Responsibilities, Legislation -Municipal Act Secrets to building good relationships  
Rules of Etiquette

### Part 2

High Performance Teams  
Secrets to building trust  
Respect and Trust  
5 Dysfunctions of a team

15 min break

### Part 3

Leadership Excellence  
Character  
Values  
Political Fortitude

### Part 4

Your Legacy  
Strategic Planning  
Let's play Kahoot



Jan 12/2023

1:20 p.m.



**TOWNSHIP OF MELANCTHON**

**DELEGATION REQUEST FORM**

Request for Delegation, any written submissions and background information for consideration by Council must be submitted to the Clerk's Office by 12:00 noon on the Thursday, prior to the requested meeting.

REQUEST DATE: JANUARY 12, 2023

NAME: HARVEY FRASER / DARLENE LAMBERT PHONE: (519) 986-3040 ext 6178

ADDRESS: 55 ISLA ST., MARKDALE, ON. N0C 1H0

EMAIL ADDRESS: dlamberti@cghsfoundation.com

SIGNATURE: Darlene Lambert

**Purpose of Delegation Request (state position taken on issue, if applicable).**

Representing Centre Grey Health Services Foundation, and the Together In Care Campaign, providing an update on the new Markdale Hospital project!

**REMINDER - DELEGATIONS ARE ALLOWED 10 MINUTES TO SPEAK**

Personal information contained on this form is collected under the authority of *The Municipal Freedom of Information and Protection of Privacy Act*. This sheet and any additional information provided will be placed on the Council Agenda. The Agenda is a public document and forms part of the permanent public record. Questions about this collection should be directed to the Clerk at 519-925-5525.

TOWNSHIP OF MELANCTHON  
157101 HIGHWAY 10  
MELANCTHON, ONTARIO  
L9V 2E6  
519-925-5525 Fax - 519-925-1110 Email [info@melancthontownship.ca](mailto:info@melancthontownship.ca)

M:\MyFiles\Forms\Delegation Request Form.wpd

DEL #18.2

JAN 12 2023

**NEW MARKDALE HOSPITAL  
CONSTRUCTION UNDERWAY!  
ESTIMATED MOVE IN; MID 2023**

MARKDALE HOSPITAL  
GREY BRUCE HEALTH SERVICES



**Together**  
in Care

THE CAMPAIGN  
FOR THE NEW  
MARKDALE HOSPITAL





*Superior local healthcare is only possible  
because of generous donors like you*



## QUALITIES OF THE NEW HOSPITAL

- 68,000 square feet over 2 floors
- Ambulatory Care department that is 2<sup>nd</sup> in size only to Owen Sound in all of Grey County
- Expansion of beds even before opening
- Room for expansion and increased services to accommodate growing population and needs

## SPACES IN THE NEW HOSPITAL

- 24/7 Emergency room with state-of-the-art equipment & 4 treatment areas
- Ambulatory care clinics
- (more ambulatory care space than in any of the GBHS rural sites)
- Palliative care room
- Diagnostic imaging
- Laboratory
- Physiotherapy
- Two ambulance bays
- Café
- Space for spiritual care
- Parking for 100 cars, and 3 horse & buggy spaces



## UPDATE

- \$70+ Million investment solidifies future of healthcare for Centre Grey
- New hospital is now 74% complete
- On track, on time and on budget
- On track to open to the public by late 2023
- Plenty of room for expansion of both size and multi-disciplinary programs

## FINANCIAL BOOST FROM A LOCAL HOSPITAL

- 1 hospital job supports 2 spin off jobs
- \$1 spent in the hospital = \$2.30 addition business activity

## EACH Physician

- Supports 4 full time jobs
  - Generates approx \$205,000 in GDP
  - More than \$50,000 in tax revenues
- (figures from OMA)





# JOIN US!

- The residents of Melancthon are close enough to benefit from the services, clinics and special programs that the New Markdale Hospital will have to offer
- Accreditation Diagnostics Canada recently scored the Markdale Laboratory 99% confirming the importance the staff puts on the health of every patient
- Superior healthcare is important to families wishing to relocate.
- Having a NEW state of the art hospital within minutes from Melancthon will be very attractive to those looking to relocate
- Your donation will have a direct positive impact on the members of your communities



# WE WELCOME YOU AS A VALUED PARTNER?

Meet our new Omnicell XT Series  
Automated Dispensing Cabinets:  
Managing medications **just got easier.**



## Meet the new Automated Pharmaceutical Dispensing Unit !!!

- Each unit contains several hundred separate "drawers" of individual medications
- Drawers are inaccessible until the physician places an order
- So many medications look and sound similar, this system eliminates errors
- Staff is automatically notified when stock is low and refills are automatically ordered

- Hospitals are required to keep very stringent records of their narcotics and controlled drugs, this system takes care of this. Each time a "drawer" is accessed, data is recorded, increasing accuracy of records and saving valuable staff time from documentation
- The touchscreen with strict ID protocol for each use means unauthorized users have no way to access
- The total cost of purchasing and installing this incredibly piece of equipment in the Markdale Hospital will be \$100,000.

## OUR REQUEST TO THE MUNICIPALITY OF MELANCTHON

- Will you consider taking ownership of bringing this imperative piece of equipment – **The Automated Pharmaceutical Dispensing Unit**, to the staff of the New Markdale Hospital and have pride in knowing that everyday, your donation is having an impact
- We are asking for an investment of \$100,000
- This can be made payable over the next five years (\$20,000/yr for 5 years), or on a schedule that is most suitable to your municipality

**Help us bring health care**

**FROM THIS.....**



**..... TO THIS**



**A strong community hospital  
is only possible through  
strong community support**



*Thank you*

Delegation - Jan 23, 2023  
1:30 p.m.

**Denise Holmes**

---

**From:** Ryan Post <rpost@nvca.on.ca>  
**Sent:** Tuesday, December 20, 2022 3:18 PM  
**To:** Denise Holmes  
**Cc:** Ilona Feldmann (ifeldmann@grandriver.ca)  
**Subject:** Jan 12 S34 Town of Shelburne source water protection update  
**Attachments:** Step 5e\_request for Municipal Resolution\_melancthon\_20-dec-2022.pdf; 2022\_11\_10  
\_Pre-consultation\_Endorsement\_public con letter\_MNRF\_OMAFRA\_Mel\_Amar.pdf

Denise

To follow up, please find attached the text for the Jan 12 S34 Town of Shelburne source water protection update along with the associated attachment for your consideration.

Please let me know if you have any questions. Note I will be off from dec 22 to the 3<sup>rd</sup> of January.

Sincerely

Ryan post

Ryan Post P. Geo, C.E.T. | Manager, Watershed Science (he/him/his)

**Nottawasaga Valley Conservation Authority**

8195 8<sup>th</sup> Line, Utopia, ON L0M 1T0  
T 705-424-1479 ext.249  
rpost@nvca.on.ca | nvca.on.ca

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December 20, 2022

Via email: [dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca)

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

Dear Ms. D. Holmes,

---

**Amendments to the Grand River and South Georgian Bay Lake Simcoe Source Protection Plans under Section 34 of the Clean Water Act: Summary and Rationale for Changes and request for Council Endorsement**

---

**Background**

A technical study has been completed in the Town of Shelburne, Dufferin County that has resulted in an update of Wellhead Protection Areas (WHPAs) for the Town's water supply, as well as updated vulnerability and threats assessment. The updated WHPAs are located in the Town of Shelburne, Township of Melancthon, and Township of Amaranth, extending across two Source Protection Regions: Lake Erie Region and South Georgian Bay Lake Simcoe Region (SGBLS). The technical work is proposed to be incorporated into the respective source protection plans (plans) of both regions under s.34 of the Clean Water Act, 2006 (Act).

Section 34 of the Act provides a source protection authority (SPA) with the option to amend a plan, including, when necessary, to meet the requirements of O. Reg. 205/18, which requires all new or expanded municipal drinking water systems be included in the plan before water can be provided to the public. As part of the s.34 process, proposed amendments are taken to all relevant implementing bodies for pre-consultation, all affected Municipalities for endorsement, and finally to the public for consultation. Proposed amendments are then submitted to the Ministry of the Environment, Conservation and Parks (MECP) for review and approval. All policies in the respective plans will apply within the updated wellhead protection areas once the plan is approved by the Minister and comes into effect.

**Details of the updated WHPAs:**

The Shelburne Water Supply System consists of six groundwater supply wells (PW 1, 3, 4, 5, 7, and 8). Wells PW 1, 3, 4, and 5 are located within the Nottawasaga Valley Source Protection Area. Wells 7 and 8 are within the Lake Erie Region Source Protection Area (Grand River Watershed) and within the Township of Melancthon. Increasing water demand on the Shelburne Water Supply System has driven the need for well PW8 to be pumped in conjunction with well PW7. The current delineated WHPAs do not provide adequate protection for increased pumping at wells PW7 and PW8; therefore, an update to the WHPAs, vulnerability scoring and threats assessment is required.

Earthfx updated the pre-existing Shelburne MODFLOW numerical groundwater flow model to assist with the delineation of WHPAs and completion of a vulnerability assessment for the Shelburne municipal wells. This groundwater flow model was developed with an improved representation of the stratigraphic and hydrostratigraphic units within the study area, based on the new interpretation of the geologic layers developed by the Ontario Geological Survey. Updated estimates of groundwater recharge were incorporated into the groundwater model. The calculation of managed lands, livestock density, percent impervious surfaces and threats enumeration were completed as part of the technical work. Upon completion of the Schedule 'B' Municipal Environmental Assessment, the Town of Shelburne will apply to the MECP to amend the existing permit to take water to reflect the new pumping rates.

**Summary of Results:**

The updated Shelburne WHPAs are similar in orientation to the current approved WHPAs. Additional analyses were conducted to assign vulnerability zone ratings, final vulnerability scores, and assess uncertainty. A WHPA-E was delineated for groundwater under direct influence wells PW1 and PW3. The following characterizes the updated Shelburne WHPAs in their entirety:

- PW1: The WHPA is 576 ha in size and is elongated to the south-west.
- PW3: The WHPA is 317 ha. It thinly extends north-west.
- PW5/PW6: The WHPA covers 703 ha and fan out west towards PW7/8
- PW7/PW8: The WHPA is 996 ha. The WHPA A-C are circular around well and the WHPA-D extends north-west.

The area change associated with the updated WHPAs for the Shelburne system are outlined in the table below.

	Total (current approved, km <sup>2</sup> )	Total (updated, km <sup>2</sup> )
Area of the vulnerability score equal to 10	1.19	1.15
Area of WHPA A-C	8.93	13.72
Area of WHPA A-D	13.05	25.94
Area of WHPA E	2.36	3.23

It is estimated that there may be up to 8 significant drinking water threats in the updated WHPAs within the Grand River Watershed, and up to 66 significant drinking water threats in the WHPAs in the Nottawasaga Valley Source Protection Watershed.

**Source Protection Plan updates:**

The SGBLS and Lake Erie Region plans are required to incorporate the updated technical work. These updates include:

- all mapping/figures and associated text for the updated WHPAs and vulnerability scores;
- revised threats enumeration to account for the updated WHPAs;
- chemical, pathogen, and DNAPL threat figures to account for changes in the vulnerability scores; and
- percent managed lands, livestock density, and percent impervious surfaces figures.

The proposed updates are outlined in the November 10, 2022 "Notice of Pre-Consultation – Draft Updated Grand River and South Georgian Bay Lake Simcoe Source Protection Plans". The notice is attached for reference.

**Updates to the Lake Erie Region, Grand River Plan**

The Grand River Source Protection Authority (SPA) is the lead authority in the Lake Erie Source Protection Region and as such along with the Lake Erie Region Source Protection Committee, initiated an update to the Grand River plan under s.34 of the Clean Water Act, 2006 to incorporate the Town of Shelburne technical work. The Ministry of the Environment, Conservation and Parks (MECP) approved the first iteration of the Grand River plan on November 26, 2015. This proposed update is one of several since the first approval of the plan. The draft updated policy applicability map for the Town of Shelburne municipal drinking water supply is included in the attachment. The map only shows the area where Grand River plan policies may apply within the boundaries of Lake Erie Region.

In 2018, the MECP revised Ontario Regulation 287/07 to include "the establishment and operation of a liquid hydrocarbon pipeline" as a prescribed drinking water threat activity – pipelines were previously only considered a local threat activity in Lake Erie Region. New draft liquid hydrocarbon pipeline policies have been developed in consultation with municipal staff, the MECP, and liquid

hydrocarbon pipeline regulators and owners, and are included in the Township of Melancthon section of the s.34 Grand River plan update.

**Updates to the South Georgian Bay Lake Simcoe Plan**

The Nottawasaga Valley SPA is proposing amendments to the SGBLS plan under s. 34 of the Clean Water Act, 2006. These amendments will incorporate new technical work completed for the updated WHPAs, including the delineation of the WHPA-E for well PW3, for the Town of Shelburne municipal drinking water system. The Nottawasaga Valley SPA have been working with the Town of Shelburne and Lake Erie Region staff to finalize these amendments over the past several months. The MECP approved the first iteration of the SGBLS plan on January 26, 2015. This proposed update is one of several since the first approval of the plan. The draft updated vulnerability scoring maps for the Town of Shelburne drinking water supply is included in the attachment. The maps only shows the area where SGBLS plan policies may be applicable. No changes to the plan policies are required.

**Municipal Council Resolution:**

A municipal council resolution, from both upper and lower tier, is required from each municipality affected by the amendments under s.34 of the Act. As the local Source Protection Authority, we are requesting this resolution prior to the start of the public consultation period on January 25, 2023. Council resolutions will be included in the plan update submission package to the MECP.

*Proposed Recommendation:*

Be It Resolved, that the Township of Melancthon Council hereby:

That Council receive the Source Water Protection report dated December 20, 2022 regarding updates to the South Georgian Bay Lake Simcoe and Grand River Source Protection Plans;

That Council hereby supports the proposed updates to the South Georgian Bay Lake Simcoe and Grand River Source Protection Plans outlined in the pre-consultation notice dated November 10 2022;

And further that staff be directed to forward a copy of this resolution to the Grand River Source Protection Authority and the Nottawasaga Valley Source Protection Authority.

**Next Steps:**

Preparations will be made for consulting with the public and all stakeholders from January 25 to February 28 (35 days). Following the period of public consultation, where warranted, revisions will be made to the respective plan text and mapping. Lastly, the proposed amendments will be submitted to the Minister for consideration and approval.

**Prepared by:**



---

Ryan Post  
Manager, Watershed Science, NVCA

Attachment: Notice of Pre-Consultation – Draft Updated Grand River and South Georgian Bay Lake Simcoe Source Protection Plans dated November 10, 2022.

November 10, 2022

## **Notice of Pre-Consultation – Draft Updated Grand River and South Georgian Bay Lake Simcoe Source Protection Plans**

You are being provided this notice and information because your ministry or municipality may be affected by the proposed update of water quality Wellhead Protection Areas (WHPAs) and/or are responsible for the implementation of source protection plan (plan) policies.

A technical study has been completed in the Town of Shelburne, Dufferin County, that has resulted in an update of WHPAs for the Town's water supply, as well as updated vulnerability and threats assessment. The updated WHPAs are located in the Town of Shelburne, Township of Melancthon and Township of Amaranth, extending across two Source Protection Regions: Lake Erie Region and South Georgian Bay Lake Simcoe Region (SGBLS). The technical work is proposed to be incorporated into the respective plans of both regions.

### **Lake Erie Region, Grand River plan**

The Grand River Source Protection Authority (SPA) is the lead authority in the Lake Erie Source Protection Region and as such along with the Lake Erie Region Source Protection Committee, initiated an update to the Grand River plan under s.34 of the *Clean Water Act, 2006*.

The Ministry of the Environment, Conservation and Parks approved the first iteration of the Grand River plan on November 26, 2015. This proposed update is one of several since the first approval of the plan. The draft updated policy applicability map for the Town of Shelburne municipal drinking water supply is included in **Appendix A**. The map only show areas where Grand River plan policies may apply within the boundaries of Lake Erie Region.

Additionally, new draft water quality policies have been developed (**Appendix B**) addressing the prescribed drinking water threat: the establishment and operation of liquid hydrocarbon pipelines.

The draft updated sections of the Grand River plan are available on the Grand River Conservation Authority's [file sharing site](#).

### **South Georgian Bay Lake Simcoe plan**

The Nottawasaga Valley SPA is proposing amendments to the SGBLS plan under s. 34 of the *Clean Water Act, 2006*. These amendments will incorporate new technical work completed for the updated WHPAs, including the delineation of the WHPA-E for well PW3, for the Town of Shelburne municipal drinking water system. The Nottawasaga Valley SPA has been working with the Town of Shelburne and Lake Erie Region staff to finalize these amendments over the past several months.

The Ministry of the Environment, Conservation and Parks approved the first iteration of the SGBLS plan on January 26, 2015. This proposed update is one of several since the first approval of the plan. The draft updated vulnerability scoring maps for the Town of Shelburne drinking water supply is included in **Appendix C**. The maps only shows the area where SGBLS plan policies may be applicable.



The draft updated sections of the SGBLS plan are available on [a file sharing site](#).

### **Commenting on the Source Protection Plan updates**

Please review the plan updates as they relate to your requirements for implementation and provide any comments by **December 11, 2022** to:

Ilona Feldmann  
Source Protection Program Assistant  
Lake Erie Source Protection Region  
519-621-2763 ext. 2318  
ifeldmann@grandriver.ca

If you would like to discuss any of the material provided in this notice, please contact Ilona Feldmann at the phone number or email listed above.

### **Municipal Endorsement and Public Consultation**

As required by s.34 (3) of the *Clean Water Act, 2006*, the Grand River Source Protection Authority and Nottawasaga Valley SPA must obtain municipal council resolutions endorsing the plan amendments, from affected municipalities, prior to formal public consultation.

The Grand River and Nottawasaga Valley SPAs are requesting resolutions from the councils of Dufferin County, Township of Melancthon and Township of Amaranth. These municipalities are requested to each provide resolutions to support amendments made to both the Grand River plan and the SGBLS plan. The Nottawasaga Valley SPA is also requesting a resolution from the Town of Shelburne. All resolutions can be sent to Ilona Feldmann at the address above by **January 12, 2023**.

Public consultation on the draft updated Grand River and SGBLS plans will follow this pre-consultation period. Public consultation is scheduled to start on Wednesday, January 25 and close on Tuesday, February 28, 2023.

Following the public consultation period, any received public comments will be considered by the Lake Erie Region Source Protection Committee at their March 30, 2023 meeting and by SGBLS staff, respectively. The draft updated plans will be revised as necessary. The respective revised draft updated plans will then be released to the Grand River SPA and Nottawasaga Valley SPA for submission to the Ministry of the Environment, Conservation and Parks for their review and approval.

Sincerely,

Ilona Feldmann

*Ilona Feldmann*

Source Protection Program Assistant  
Lake Erie Source Protection Region

Ryan Post

*Ryan Post*

Manager, Watershed Science  
Nottawasaga Valley Conservation Authority



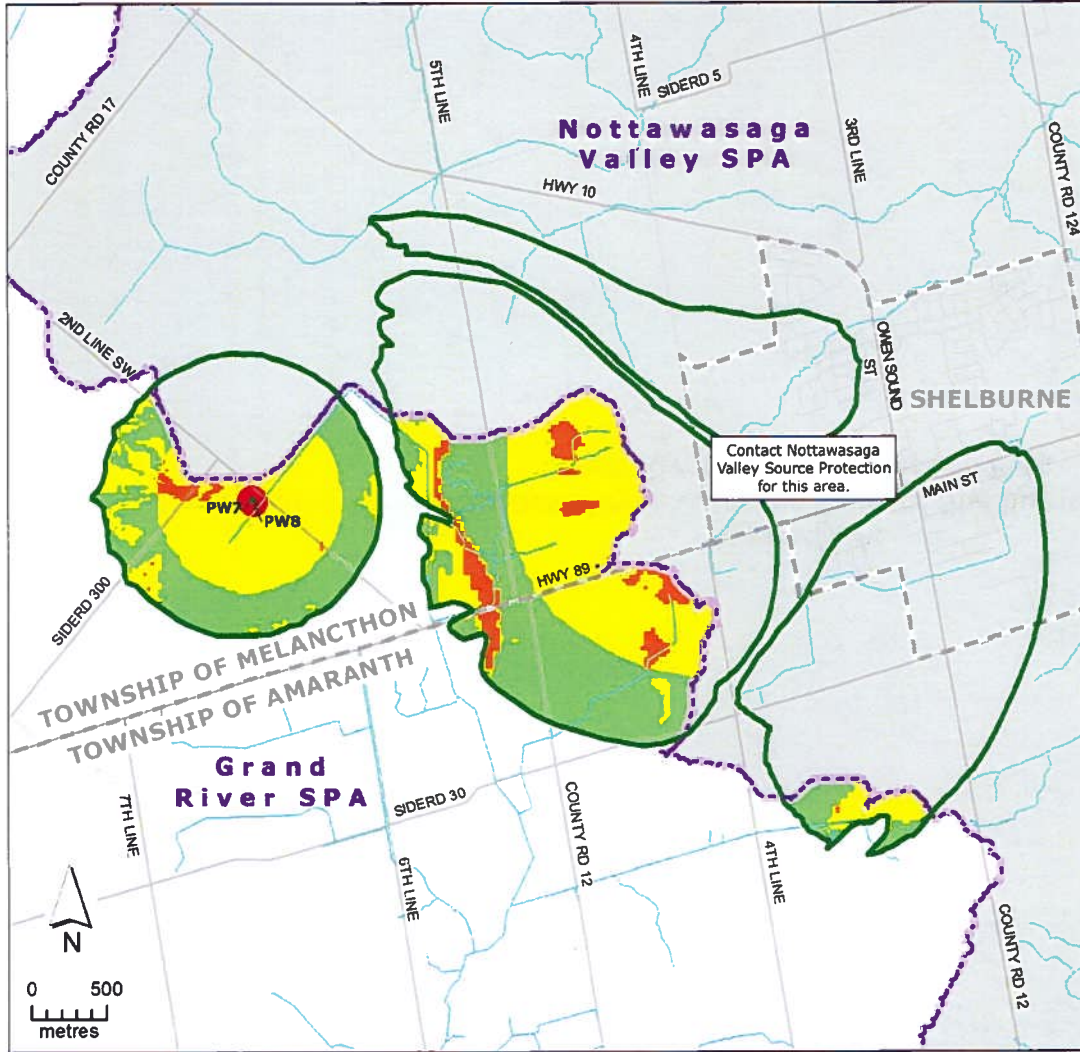
LAKE ERIE  
SOURCE PROTECTION  
REGION



**Appendix A:  
Draft updated policy applicability map for the Town of Shelburne municipal water supply,  
Grand River Source Protection Plan**



**DRAFT UPDATED: Dufferin County, Townships of Melancthon and Amaranth, Shelburne Water Supply**



**Drinking Water Threat Policy Applicability**

Drinking Water Threat Policy Categories	Vulnerability Scores on Map
	8 6 2 & 4
<b>Policies for Significant Threats Only:</b>	
1. Waste Disposal	
2. Sewage Systems	
3, 4. Agricultural Source Material*	
6, 7. Non-Agricultural Source Material*	
8, 5. Commercial Fertilizer*	
10, 11. Pesticide	
12, 13. Road Salt*	
14. Storage of Srow	
15. Fuel	
16. DNAPLs	Anywhere in WHPA-A, B, C**
17. Organic Solvents	
18. Aircraft De-icing	
21. Livestock Area	
<b>Policies for Low, Moderate &amp; Significant Threats:</b>	
22. Oil Pipelines	

Note: This table provides a summary of the activities listed in the Clean Water Act (2006) that apply as Prescribed Drinking Water Threats (PDWT) within Non-GUDI Wellhead Protection Zones on this map. For details, refer to the Drinking Water Threats Tables from the Ministry of the Environment, Conservation and Parks, and the text of this Plan. \*Application of Commercial Fertilizer, Agricultural Source Material, Non-Agricultural Source Material, and Road Salt may not be significant drinking water threats in some areas due to the % managed land, livestock density, and/or % impervious surface calculations for these areas. See the text of this plan for further details. \*\*DNAPLs can be significant drinking water threats anywhere in a WHPA-A, -B, or -C, regardless of the vulnerability score.

Well  
 Road  
 Lower Tier Municipal Boundary  
 Minor River  
 Source Protection Area Boundary  
 Wellhead Protection Zones:  
 WHPA-A, -B, -C



1. Updated October 14, 2022  
 2. Larger scale mapping of some map layers, including roads and vulnerability scores, is available at [www.sourcewater.ca](http://www.sourcewater.ca).  
 3. This map is for illustrative purposes only. Information contained hereon is not a substitute for professional review or a site survey and is subject to change without notice. The Grand River Conservation Authority takes no responsibility for, nor guarantees, the accuracy of the information contained on this map. Any interpretations or conclusions drawn from this map are the sole responsibility of the user.



**Appendix B:  
Draft updated water quality policies, Grand River Source Protection Plan**

**DRAFT UPDATED: Townships of Amaranth / East Garafraxa and Melancthon liquid hydrocarbon pipeline policies**

**Townships of Amaranth / East Garafraxa**

22. The Establishment and Operation of a Liquid Hydrocarbon Pipeline	
<p>DC-AEG-NB-14.1</p> <p style="text-align: right;"><i>Future</i></p> <p style="text-align: right;"><i>Specify Action</i></p> <p><i>Significant WHPA-A/B v.10;</i></p> <p><i>Moderate/Low WHPA-B/C/D v.6-8;</i></p> <p><i>Low IPZ-3 v.4.5-5</i></p>	<p>To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant, moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, the Canada Energy Regulator, Ontario Energy Board, Technical Standards and Safety Authority (TSSA), and Impact Assessment Agency should ensure that drinking water source protection is considered as a risk factor in their decision making framework.</p>
<p>DC-AEG-NB-14.2</p> <p style="text-align: right;"><i>Future</i></p> <p style="text-align: right;"><i>Specify Action</i></p> <p><i>Significant WHPA-A/B v.10;</i></p> <p><i>Moderate/Low WHPA-B/C/D v.6-8;</i></p> <p><i>Low IPZ-3 v.4.5-5</i></p>	<p>To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant, moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, pipeline owners should ensure that best available source protection information is used such as up to date vulnerable areas in assessment reports when developing, operating and maintaining liquid hydrocarbon pipelines, including developing and updating emergency planning zones (EPZs).</p>
<p>DC-AEG-NB-14.3</p> <p style="text-align: right;"><i>Future</i></p> <p style="text-align: right;"><i>Specify Action</i></p>	<p>To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant, moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, the Canada Energy Regulator or the Ontario Energy Board, should ensure that the Source Protection Authority and the County are provided the location of any new proposed pipeline.</p>

<p><i>Significant WHPA-A/B v.10;</i></p> <p><i>Moderate/Low WHPA-B/C/D v.6-8;</i></p> <p><i>Low IPZ-3 v.4.5-5</i></p>	
<p><b>DC-AEG-NB-14.4</b></p> <p><i>Future</i></p> <p><i>Specify Action</i></p> <p><i>Significant WHPA-A/B v.10;</i></p> <p><i>Moderate/Low WHPA-B/C/D v.6-8;</i></p> <p><i>Low IPZ-3 v.4.5-5</i></p>	<p>To ensure any Future Establishment and Operation of a Liquid Hydrocarbon Pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant, moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, pipeline owners should, upon request by the municipality, reimburse costs borne by the municipality where work in relation to this activity is required by a regulator with regards to protecting drinking water sources or where the work identified by the drinking water system owner is supported based on due diligence and best practices as it relates to source protection and the protection of public health. Examples may include spill clean-up and rehabilitation activities, events-based modelling or other technical work required to support current vulnerability scoring.</p>

**Township of Melancthon**

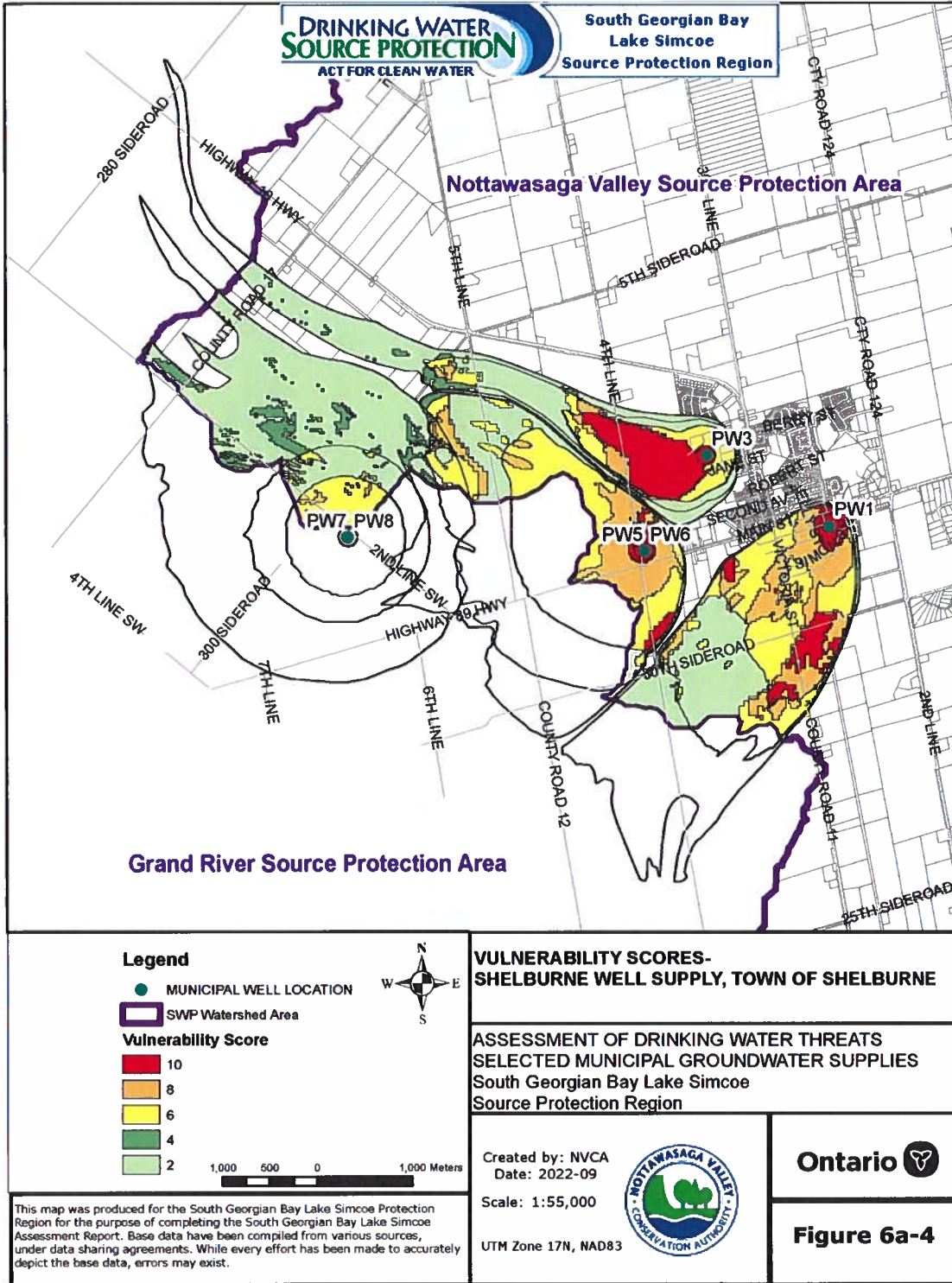
<p><b>22. The Establishment and Operation of a Liquid Hydrocarbon Pipeline</b></p>	
<p><b>DC-M-NB-17.1</b></p> <p><i>Future</i></p> <p><i>Specify Action</i></p> <p><i>Significant WHPA-A/B-v.10</i></p> <p><i>Moderate/Low WHPA-B/C/D-v.6-8</i></p>	<p>To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant, moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, the Canada Energy Regulator, Ontario Energy Board, Technical Standards and Safety Authority (TSSA), and Impact Assessment Agency should ensure that drinking water source protection is considered as a risk factor in their decision making framework.</p>
<p><b>DC-M-NB-17.2</b></p>	<p>To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant,</p>

<p><i>Future</i></p> <p><i>Specify Action</i></p> <p><i>Significant WHPA- A/B-v. 10</i></p> <p><i>Moderate/Low WHPA- B/C/D-v. 6-8</i></p>	<p>moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, pipeline owners should ensure that best available source protection information is used such as up to date vulnerable areas in assessment reports when developing, operating and maintaining liquid hydrocarbon pipelines, including developing and updating emergency planning zones (EPZs).</p>
<p><b>DC-M-NB-17.3</b></p> <p><i>Future</i></p> <p><i>Specify Action</i></p> <p><i>Significant WHPA- A/B-v. 10</i></p> <p><i>Moderate/Low WHPA- B/C/D-v. 6-8</i></p>	<p>To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant, moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, the Canada Energy Regulator or the Ontario Energy Board, should ensure that the Source Protection Authority and the County are provided the location of any new proposed pipeline.</p>
<p><b>DC-M-NB-17.4</b></p> <p><i>Future</i></p> <p><i>Specify Action</i></p> <p><i>Significant WHPA- A/B-v. 10</i></p> <p><i>Moderate/Low WHPA- B/C/D-v. 6-8</i></p>	<p>To ensure the establishment and operation of a liquid hydrocarbon pipeline within the meaning of O. Reg. 210/01 under the Technical Safety and Standards Act or that is subject to the Canadian Energy Regulator Act never becomes a significant , moderate or low drinking water threat, where the activity would be a significant, moderate or low drinking water threat, pipeline owners should, upon request by the County, reimburse costs borne by the County where work in relation to this activity is required by a regulator with regards to protecting drinking water sources or where the work identified by the drinking water system owner is supported based on due diligence and best practices as it relates to source protection and the protection of public health. Examples may include spill clean-up and rehabilitation activities, events-based modelling or other technical work required to support current vulnerability scoring.</p>



**Appendix C:**  
**Draft updated vulnerability scoring maps for the Town of Shelburne municipal water supply,**  
**South Georgian Bay Lake Simcoe Source Protection Plan**

**DRAFT UPDATED: Wellhead Protection Area Vulnerability Scoring, Town of Shelburne Municipal Drinking Water System**



**DRAFT UPDATED: Wellhead Protection Area E Vulnerability Scoring, Town of Shelburne Municipal Drinking Water System**

