



**TOWNSHIP OF MELANCTHON  
HYBRID COUNCIL MEETING  
THURSDAY, JULY 13<sup>TH</sup>, 2023 - 4:00 P.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/89144286871?pwd=aFNWTTVENVNOSkp6VDIDTXpVZEp0dz09>

Meeting ID: 891 4428 6871  
Passcode: 528484

One tap mobile

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- +1 647 374 4685 Canada

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**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** – Special Meeting June 14<sup>th</sup>, 2023 and June 15<sup>th</sup>, 2023
- 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. Accounts
  2. Other
- 11. Planning**
  1. Applications to Permit
  2. 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. North Dufferin Community Centre Board of Management – September 14, 2022 – Require motion to receive as there is no longer the Board to approve
2. Shelburne Public Library Board – May 16, 2023
3. Shelburne & District Fire Board – June 6, 2023
4. Grand River Conservation Authority – June 23, 2023
5. Nottawasaga Valley Conservation Authority – June 2023
6. Horning’s Mills Community Park Board – May 15, 2023
7. Centre Dufferin Recreation Complex Board of Management – May 24, 2023

**Items for Information Purposes**

1. Township of Mulmur – Notice of Public Meeting for a Zoning By-law Amendment – W Pt lot 23, Con 3 W and W Pt Lot 21, Con 3 WHS and RP 7R3773 Part 1
2. Town of Shelburne – Motion to Support the Resolution from the Township of Melancthon regarding Fire Prevention and Protection Services
3. Shelburne & District Fire Board – Motion from the Township of Melancthon regarding Fire Prevention and Protection Services be received and supported in principle
4. Response from Sylvia Jones, MPP to email from Linda Polonsky, Resident of Melancthon regarding the Provincial Planning Policy
5. Dufferin County 2023 to 2026 Strategic Plan

6. Email from Ministry of Municipal Affairs and Housing – Proposed Provincial Planning Statement
7. County of Dufferin – Notice of Public Meeting Official Plan Amendment Municipal Comprehensive Review Phase II – Schedule and Maps
8. City of Quinte West – Motion regarding Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement
9. News Release regarding Quarry Proponent and Quarry Opponent ink Historic Community Engagement Agreement – NDACT & Strada
10. News Release regarding the International Plowing Match and Rural Expo being held in Dufferin County – September 19-23, 2023
11. News Release: Headwaters Annual Report 2023 Celebrates Local Connections and Highlights
12. Municipality of Grey Highlands – Notice of Decision for Minor Variance Pt Lot 68, Con 3 SDR Osprey Pt 1 17R1694
13. Township of Mulmur – Motion to Support the Resolution from regarding Fire Prevention and Protection Services
14. Municipality of Grey Highlands – Notice of Public Open House First Draft New Zoning By-law
15. Grand River Conservation Authority Progress Report #5 – O. Reg 687/21 Under the Conservation Authorities Act
16. County of Simcoe – Transportation Master Plan
17. Grand River Conservation Authority – Notification of GRCA General Membership Attendance
18. Nottawasaga Valley Conservation Authority Media Release – NVCA Stewardship Manager Fred Dobbs receives Distinguished Award from the Natural Channels Initiative
19. Ministry of Transportation Response to the County of Dufferin regarding the operational Safety of Highway 10
20. Ministry of Natural Resources and Forestry – Draft Technical Bulletin
21. Town of Shelburne Notice of Public Meeting – Minor Variance and Site Plan Approval for 300 Second Line
22. Town of Shelburne Notice of Decision – Minor Variance for 300 Second Line

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

1. Motion from Mulmur Township regarding the International Plowing Match request to Borrow the Tables and Chairs from the North Dufferin Community Centre
2. County of Dufferin – Request to participate in an Initiative to Establish Pre-Positioned Stockpiles of Emergency Shelter Supplies at Designated Locations

#### **17. General Business**

1. Accounts
2. Notice of Intent to Pass By-law
  1. By-law to Authorize the Township of Melancthon to Enter into a Recreation Agreement with the Township of Mulmur for the North Dufferin Community Centre
3. New/Other Business/Additions
  1. Report from Denise B. Holmes, CAO/Clerk - Melancthon – Dufferin Wind Agreement
  2. Report from Denise B. Holmes, CAO/Clerk - MOU between the Township of Mulmur and Melancthon regarding the NDCC
  3. Sarah Culshaw, Treasurer/Deputy Clerk – 2023 Mid Season Budget Summary
  4. Relationship Building and Service Canada – Deputy Mayor McLean
  5. Draft Fall/Winter Newsletter

6. Horning's Mills Community Hall – Pine River to use the Hall as a Shelter and the entering into a Memorandum of Understanding with the Township of Melancthon (Deputy Mayor McLean)
4. Unfinished Business
  1. Corbetton Park – Gazebo – Update and Update from the Corbetton Park Board Meeting held on June 27, 2023

**18. Delegations**

1. 5:00 – p.m. - Tom Pridham, P.Eng., Drainage Engineer – Presentation of the Drainage Report on the Schill Drainage Works
2. 5:20 p.m. – Notice of Public Meeting for a Proposed Zoning By-law Amendment on Lots 225-227, Concession 2 N.E. – Hoover
3. 5:30 p.m. – Carl Cosack, NDACT – to officially ask Melancthon Township to reach out to WSP Golder to supply the Community Peer Reviewers for the remaining disciplines as per the Strada/NDACT Community Engagement Agreement
4. 5:45 p.m. – Ted Oldfield, Township and Chris Johnston, By-law Enforcement Officer – 517462 County Road 124 – **to be held in Closed Session – Section 239(2)(f) – advice that is subject to Solicitor/client privilege, including communications necessary for that purpose**

**19. Closed Session**

1. Items for Discussion: Tax Arrears Update from the Treasurer, Sarah Culshaw – Section 239(2)(b) – personal matters about an identifiable individual, including municipal or local board employees.
2. Approval of Draft Minutes – June 15, 2023 (Two sets)
3. Business Arising from Minutes
4. 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, August 10, 2023 at 5:00 p.m.**



**APPLICATIONS TO PERMIT FOR APPROVAL  
July 13, 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>
Ruth Plowright	Plan 34A, Lot 41 193 Main Street	110m2 (1184sqft)	Deck	Deck	\$30,000	No	With the Planner for Review
Rajesh Sahadeo Agent: Guelph Solar Mechanical Inc	Plan 7M48, Lot 18 4 Ashlea Lane	42m2 (452.08sqft)	Solar Panels	Solar Panels	\$30,000	No	With the Planner for Review
Wayne Hunter Agent: Canadian Outbuildings	E Pt Lot 10, Con 4 OS Rp 7R1176 Part 1 436534 4th Line	334.49m2 (3600.42sqft)	Storage Building	Storage Building	\$100,000	No	With the Planner for Review
Samuel & Mary Young Agent: Metz Homes Ltd	Pt Lots 7 & 8, Con 1 OS 516423 County Rd 124	148m2 (1593.06sqft)	Storage Building	Storage Building	\$85,000	No	With the Planner for Review
Levi Frey Agent: Aaron Bauman	Lot 31, Con 9 NE 318497 8th Line NE	501.67m2 (5392.72sqft)	Existing Shed with Addition	Existing Shed with Addition	\$150,000	No	With the Planner for Review



**NORTH DUFFERIN COMMUNITY CENTRE  
BOARD OF MANAGEMENT  
MINUTES  
WEDNESDAY, SEPTEMBER 14, 2022 – 7:00 P.M.**



The North Dufferin Community Centre Board of Management known as “The Board” held its meeting on the 14<sup>th</sup> day of September, 2022 at 7:00 p.m., as an electronic meeting through ZOOM.

**Those present:**

Patricia Clark, Councillor, Mulmur  
Janet Horner, Mayor, Mulmur  
Debbie Fawcett, Melancthon  
Mandy Little, Mulmur  
Doug Read, Melancthon  
Darcy Timmins, Melancthon  
Heather Boston, NDCC Treasurer, Mulmur  
Donna Funston, NDCC Secretary, Melancthon

**Regrets:**

Nancy Noble, Mulmur  
Curtis Bouchard, Arena Manager  
Darren White, Mayor, Melancthon

**#1 Chair Call Meeting to Order**

Meeting Called to Order at 7:02 p.m.

**#2 Land Acknowledgement Statement**

The Land Acknowledgement Statement was read by Chair Clark.

**#3 Additions/Deletions/Approval of Agenda**

-Moved by Timmins, Seconded by Fawcett, that the Agenda be approved as circulated.  
Carried.

**#4 Declaration of Pecuniary Interest or Conflict of Interest**

None.

## **#5 Delegation**

1. **7:10 p.m.** Chester Tupling, President of Honeywood Minor Hockey Association (HMHA) – Invite from the Board to discuss Strawberry Supper donation, volunteering time and a contact list.

Discussed the profit made from the Strawberry Supper and a purchase that would help HMHA. Chester will take the offer back to the Hockey Board meeting for suggestions on needed items. Chester noted the ball diamond was not usable this summer due to weeds growing too tall in the infield. He mentioned this upgrade was done by community donations and it should remain usable to the community. Heather will speak with Mulmur public works to make sure going forward this diamond is taken care of. HMHA has requested the ice be put in earlier this year because they have a lot of registered players and need to do evaluations. Oct 3, 2022 is the requested date to open and to book 20 hours per week on 6 days a week. October 10 was the originally scheduled start up date, Heather will speak to Curtis to see if this request is possible as he has trades scheduled aiming for October 10. Board requested that minor hockey members could possibly volunteer at the Strawberry supper next year and see if the contact list of names and numbers could be supplied to the Board. Chester will report back to this Board.

-Moved by Little, Seconded by Fawcett, that the Board directs staff to open the Arena and have ice ready for rental on October 3, 2022, if possible.  
AND THAT; the ice be ready for the first Monday of October 2023 and thereafter.  
Carried.

## **#6 Approval of Draft Minutes – July 7, 2022**

-Moved by Timmins, Seconded by Horner, that the minutes of the North Dufferin Community Centre Board of Management held on July 7, 2022 be approved as circulated. Carried.

## **#7 Business Arising from the Minutes**

1. Email from Heather Boston regarding Building and Grounds Account Costs

Heather mentions the budgeted amount is based on the actual amount spent from the previous year and that some years will be over budget and some could be under depending on repairs. The budgeted amount is not for specific repairs like a capital amount would be.

## **#8 Facility Manager's Report**

Curtis was not in attendance for this meeting.

The report is attached to these minutes.

Board discussed the report. Board directs Heather to speak with Curtis regarding the vending machines being installed, ensure that the cleaning and painting is done on time and the possibility of opening the Arena one week early on October 3, 2022.

## **#9 General Business**

### **1. Financial**

#### **1. Accounts Payable ending Aug 2, 2022 and ending Sept 2, 2022**

Going forward the Board does not need to have each invoice included in the agenda package, just the summary page will be enough.

-Moved by Timmins, Seconded by Read, the accounts in the amount of \$27,489.23 be received as presented. Carried.

#### **2. A/R update**

A/R is zero. Board thanks Heather, Darlene and Curtis for getting all the outstanding amounts collected. Fresh start for this winter.

#### **3. YTD vs. Budget comparison**

#### **4. RFP Booth Management**

RFP for the Booth and Snow Removal for 2022/2023 season have been issued. No responses for the booth as of yet and only one for snow plowing. Board requests Heather to contact Lori, that previously rented the booth, to see if she would be interested again. Also, Heather to post booth RFP on bids and tenders with an early October deadline for submission. Snow Removal deadline is September 26, 2022.

### **2. Unfinished Business**

#### **1. Schedule of Fees Discussion – Ideas to Increase Facility Usage**

Discussion on ideas that could bring more users and events. Heather will speak with Mulmur staff and get a report put together regarding centres around and different package prices they offer, for example birthday party package price. Mulmur does a monthly newsletter and the Board requests that the Arena being open be mentioned in the next one.

## **#10 Information**

-None

**#11 Notice of Motion**

-None

**#12 Confirmation Motion**

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

**#14 Adjournment**

-Moved by Timmins, Seconded by Little, we adjourn the North Dufferin Community Centre Board of Management meeting at 8:30 p.m. to meet again on Wednesday November 9, 2022 at 7:00 p.m. at the North Dufferin Community Centre or at the call of the Chair. Carried.

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**CHAIR**

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**SECRETARY**

*Minutes for Shelburne Public Library Board Meeting  
Tuesday, May 16, 2023*

**Present:** Geoff Dunlop            Lindsay Wegener            Mikal Archer  
              Trish Field                Patricia Clark                Brad Metzger  
              Ruth Plowright

**Also Present:**     Rose Dotten, CEO/Head Librarian

**Regrets:**           Sharon Martin

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The Chair, Geoff Dunlop, called the meeting to order at 7:00 pm, May 16, 2023.

Reading of 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.”

**Motion 20-23     M. Archer, R. Plowright**

Be it resolved that we approve the Agenda of the May 16, 2023, meeting.

**Carried**

**Motion 21-23     R. Plowright, P. Clark**

Be it resolved that we approve the minutes of the board meeting dated April 18, 2023.

**Carried**

**Motion 22-23     B. Metzger, T. Field**

Be it resolved that we approve the Accounts Payable Register for April, 2023, with invoices and payments in the amount of \$49,195.10.

**Carried**

CEO/ Head Librarian’s Report:

- **Statistics—Including Social Media and e-resources**

- Attached is a summary of the Monthly Statistics for April, 2023.

- **Programming**

- **Children’s Programming**

- Our planning for this Summer’s TD Summer Reading program has already started.

- The theme this year is quite broad. It is Checking it Out but not necessarily related to

books! So we are using the “Mystery Query??” theme. Summer programs we have booked already are “Scientists in Situ, Coding workshops

A special guest will be visiting on Friday May 26/23 for StoryTime—Carolyn J. Morris with her ducklings. This is always a big hit for our little ones.

- **Tween and Teen Programming** The Book Club called “Booking It” has a steady participation of 12 to 15 members. We alternate Fridays with one week for the STEM (“Science Technology Engineering and Math”) program and the next week for “Booking It”.
- **Adult Programming—upcoming events are:**
  - **Archivist on the Road—Laura Camilleri**, will be at the library on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of the Month commencing May 9, 2023
  - **Rose’s Book Club**—June 27, 2023 (4<sup>th</sup> Tuesday of the month)
  - **Tech Help**—will be available for the summer months as one of our Summer Students is offering appointments for Tech Help from Tuesday through Fridays every week until the end of August
- **New Programs included:**
  - Revitalizing Space and Facilities
  - Membership Drive

## **Business**

- **Planning for 2024 Budget**

A discussion ensued following Mulmur Township’s request for household numbers and patrons’ names and addresses. CEO, Rose Dotten, Treasurer, Gord Gallagher and Jade Wyse, our Technical Services Librarian who has been compiling and updating patron information on an ongoing basis, met with Tracey Atkinson, CAO, and Treasurer, Heather Boston, to present them with this data and to answer any questions regarding the household tabulations. Subsequent to this, they asked for the percentage that each Township was being asked to pay towards the budget. This was sent, even though the budget, which was sent to all Townships subsequent to the Board’s approval of the budget, does give the information. However, we sent them a summary document which details the percentage of each Township’s allocation. Their next request was for the number of households each of the other townships had and the Staff, Treasurer and CEO decided to take this to the Board before releasing other Townships’ information. The Board then decided that once we supplied this information to one Board, it should be openly shared with all Board members and the following motion was passed:

**Motion 23-23          P. Clark, R. Plowright**

To direct Shelburne Library Staff to provide townships with household lists, total numbers, percentages and cost per household when contracts and invoices are mailed out, effective for the 2024 budget.

**Carried**

**Motion 24-23          L. Wegener, T. Field**

That we now adjourn at 8:13 p.m., to meet again June 20, 2023, at 7 pm., or at call of the Chair.

**Carried**



## **SHELburne & DISTRICT FIRE BOARD**

June 6, 2023

The Shelburne & District Fire Department **Board of Management** meeting was held in person at 114 O'Flynn Street and electronically (Zoom ID 846 5718 8121) on the above mentioned date at 7:00 P.M.

### **Present**

As per attendance record.

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

1.1 Chair, Shane Hall, called the meeting to order at 7:00 pm.

### **1.2 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 educate oneself: <https://www.dccrc.ca/educational-links/>

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

None.



3. **Approval of Agenda**

3.1 **Resolution # 1**

Moved by W. Mills – Seconded by J. Horner

**BE IT RESOLVED THAT:**

The Board of Management approves the agenda as presented.

**Carried**

4. **Approval of Minutes**

4.1 **Resolution # 2**

Moved by M. Davie – Seconded by B. Neilson

**BE IT RESOLVED THAT:**

The Board of Management adopt the minutes under the dates of May 2, 2023 and May 31, 2023 as circulated.

**Carried**

5. **Pecuniary Interest**

5.1 No pecuniary interest declared.

6. **Public Question Period**

No public present.

7. **Delegations / Deputations**

7.1 No delegations present.

9. **New Business**

9.1 **Township of Mulmur Resolution RE: Fire Training Reserves**

**Resolution # 3**

Moved by W. Mills – Seconded by D. White

**BE IT RESOLVED THAT:**

The Resolution from the Township of Mulmur RE: Training Reserves be received.

**Carried**

9.2 **Township of Melancthon Resolution RE: Fire Prevention & Protection Services**

**Resolution # 4**

Moved by W. Mills – Seconded by J. Horner

BE IT RESOLVED THAT:

The Resolution from the Township of Melancthon RE: Fire Prevention and Protection Services be received and supported in principle;

AND THIS be forwarded to Municipalities, County and Fire Boards.

**Carried**

10. **Chief's Report**

10.1 **Monthly Reports (May 2023)**

There was a total of 34 incidents for the month of May.

10.2 **Update from the Fire Chief (May 2023)**

The Chief advised that the firefighters participated in live fire training in Orangeville with the OFM.

The Chief attended the O AFC Conference and Trade Show, Dufferin County Emergency Management Forum, OFM Mutual Aid Coordinators meeting and Basant Mela Festival planning meeting.

11. **Future Business:**

11.1 Nothing at this time.

12. **Accounts & Payroll – May 2023**

12.1 **Resolution # 5**

Moved by M. Davie – Seconded by B. Neilson

BE IT RESOLVED THAT:

The bills and accounts in the amount of \$171,317.46 for the period of April 28, 2023 to June 1, 2023 as presented and attached be approved for payment.

**Carried**

8. **Unfinished Business**

8.1 **Closed Session**

**Resolution # 6**

Moved by E. Hawkins – Seconded by W. Mills

BE IT RESOLVED THAT:

The Shelburne & District Fire Board do now go “in camera” to discuss the following: litigation or potential litigation, including matters before administrative tribunals, affecting a municipality or local board.

**Carried**

**Resolution # 7**

Moved by W. Mills – Seconded by D. White

BE IT RESOLVED THAT:

We do now rise and report progress at 8:32 p.m.

**Carried**

**Resolution # 8**

Moved by W. Mills – Seconded by B. Neilson

BE IT RESOLVED THAT:

The Shelburne and District Fire Board receives the verbal report from the HR Committee.

**Carried**

13. **Confirming and Adjournment**

13.1 **Resolution # 9**

Moved by E. Hawkins – Seconded by F. Nix

**BE IT RESOLVED THAT:**

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

**Carried**

13.2 **Resolution # 10**

Moved by F. Nix – Seconded by G. Little

**BE IT RESOLVED THAT:**

The Board of Management do now adjourn at 8:33 pm to meet again on July 4, 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

Shane Hall  
Chairperson

## SHELBURNE & DISTRICT FIRE BOARD MEMBERS

Meeting Attendance Record Under Date of June 6, 2023

<b>Municipality / Member</b>	<b>Present</b>	<b>Absent</b>
<b>Township of Amaranth</b>		
Brad Metzger		X
Gail Little	X	
<b>Town of Mono</b>		
Melinda Davie	X	
Fred Nix	X(v)	
<b>Township of Melancthon</b>		
Darren White	X	
Bill Neilson	X	
<b>Town of Shelburne</b>		
Wade Mills	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	



## Grand River Conservation Authority

Summary of the General Membership Meeting – June 23, 2023

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

### Action Items

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

- GM-06-23-47 - Progress Report #5 - Ontario Regulation 687/21
- GM-06-23-52 - Financial Summary
- GM-06-23-51 - Request for Proposal - Engineering Consulting Services, Permits and Plan Review
- GM-06-23-50 - Dunnville Two Zone Floodplain Policy and Mapping Update, County of Haldimand
- GM-06-23-54 - Foundation Member Appointments

### Information Items

The Board received the following reports as information:

- GM-06-23-49 - Capacity Measures and Operational Improvements at the Elora Quarry
- GM-06-23-48 - Cash and Investment Status
- GM-06-23-53 - Current Watershed Conditions

### Correspondence

The Board received the following correspondence:

- Rock climbers re: Unauthorized Activity at Rockwood Conservation Area
- Jennifer Saunders re: Wetlands Protection

### Delegations

There were no delegations.

### Source Protection Authority

The General Membership of the GRCA also acts as the Source Protection Authority Board. A meeting of the SPA was not held this month.

**Please note that the General Membership has no scheduled meetings in July.**

For full information, please refer to the [June 23 Agenda Package](#). Complete agenda packages and minutes of past meetings can be viewed on our [online calendar](#). The minutes of this meeting will be posted on our online calendar once they have been approved.

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'.



## NVCA June 2023 Board Meeting Highlights

**Next Meeting: August 25, 2023, held in person**

For the full meeting agenda including documents and reports, visit [NVCA's website](#).

### Presentation on NVCA's Programs Rates and Fees Review

Sean-Michael Stephen, MBA, Managing Partner, Watson & Associates Economists Ltd. conducted a presentation regarding NVCA's Program Rates and Fees Review.

The objective of this review was to make recommendations for the fees that were imposed for plan review and permitting by the authority due to legislative changes that have occurred. These legislative changes include *the More Homes Built Faster Act, 2022*.

All fee recommendations were made with regard for legislative authority to recover the full costs of delivering plan review and permitting services on a program basis, applicant affordability and completeness, and industry best practices and uniformity of fees.

The report recommends increasing review fees for: site-specific Official Plan and Zoning By-law Applications, Minor Variance, Consents, NEC applications. The report also suggests maintaining existing subdivision, residential Site Plans and Aggregate proposals. In addition, permit fees are proposed to be increased to full cost recovery levels while maintaining competitiveness with other Conservation Authorities. The discounted fee for agricultural permit fees that was established in 2016 should be maintained.

### Presentation on NVCA's Forestry Program

Rick Grillmayer, Manager of Forestry conducted a presentation regarding NVCA's Forestry Program. He outlined that NVCA is the only

agency left in the watershed to offer tree planting services, and that we have been planting trees each year since 1964.

NVCA's 2023 tree planting season began on April 24 and was completed on May 17. All of NVCA's trees come from Somerville Seedlings in Everett, Ontario. A total of 78,000 trees were planted on 19 properties in 7 municipalities.

NVCA plants trees two ways: by machine and by hand. Machine planting is very cost effective and efficient. If the planting site is too steep, has too many stones, is too wet, or is too small, hand planters are sent in.

Forestry always works one year in advance. Site visits need to be completed the year before planting, before the winter.

Successful tree planting requires that the site is prepared and that the trees are tended to after planting, NVCA does this for landowners. NVCA's Forestry program does survival surveys in the 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> years after planting.

The tree species that NVCA plants are a result of decades of practice. The trees that NVCA planted this spring came from seeds that were collected up to 5 years ago to be grown and ready.

### Permits Approvals under the CA Act

NVCA's permit application service timelines are governed by the Conservation Authority Liaison Committee (CALC), which requires NVCA to complete a policy review within 21 days, and complete a technical review within 30 days for minor applications and 90 days for major applications.

NVCA Regulations staff provided a summary of the permits issued during the period January 1, 2023 to June 10, 2023. A total of 326 permits and clearances were approved by staff for this time period, with 93.5% of the permits were processed within the provincial timelines.

## **Report on NVCA's Memorandums of Understanding**

Doug Hevenor, CAO of NVCA reported that NVCA is in discussion with various CAO's from municipalities for MOUs. This report will be sent to the province's MNRF on July 1, 2023.

## **Upcoming Events**

### **Camp Tiffin**

Led by NVCA's environmental educators, Camp Tiffin is an outdoor camp designed to enhance children's knowledge, understanding and appreciation of the natural world and our amazing planet.

**Date:** July 4 – September 1

**Location:** Tiffin Centre for Conservation  
8195 8th Line, Utopia, ON L0M 1T0

### **Junior Leadership Camp**

Camp Tiffin's Junior Leadership Program is a two-week camp for 13-15-year-olds, which builds valuable leadership skills and provides hands-on practical experiences.

**Date:** July 4 – September 1

**Location:** Tiffin Centre for Conservation  
8195 8th Line, Utopia, ON L0M 1T0



**HORNING'S MILLS COMMUNITY PARK BOARD**  
**Meeting Minutes - Monday, May 15, 2023**

The Horning's Mills Community Park Board held a meeting on the 15th day of May 2023 at 6:00 pm at the home of Nanci Malek. Members present were Deputy Mayor James McLean, Councillor Bill Neilson, Jim Hill, Nanci Malek, and Lynn Hodgson.

**CALL TO ORDER:**

Deputy Mayor/Chair McLean called the meeting to order at 5:58 pm.

**LAND ACKNOWLEDGEMENT:**

Deputy Mayor McLean recited the Land Acknowledgement Statement.

**ADDITIONS:**

None

**DELETIONS:**

None

**APPROVAL OF AGENDA:**

Approval of the agenda was moved by Malek, seconded by Councillor Neilson. Carried.

**DECLARATION OF PECUNIARY INTEREST OR CONFLICT OF INTEREST:**

None

**APPROVAL OF DRAFT MINUTES:**

The draft minutes of the previous meeting held on Wednesday, April 5, 2023, were reviewed and approved as circulated – moved by Malek, seconded by Hill. Carried.

**BUSINESS ARISING FROM MINUTES:**

None

**GENERAL BUSINESS:**

**Melancthon Day – June 24, 2023:**

The Board members proceeded to discuss the hippy-themed 2023 Melancthon Day celebrations.

**Draft Agenda**

*2:30 pm Yoga in the Park*

- Louise Marcoux Phillips has been confirmed
- will be volunteering her time and talent

*3:00 pm Live Music*

- "The People" band (Alicia Janssen-Thayer) has been confirmed
- charging \$200.00 for 2 hours

*3:00 pm Bouncy Castle*

- the Board reviewed options from Inflatable Fun, Utopia, and We The Bounce, Shelburne
- it was decided to hire We The Bounce and purchase the "Blue Corporate Package" at \$1,695.00 (includes We the Crayola, We the Slide, We the Super 3 Lane, and a large Connect 4 party game)
- delivery, set up, and take down would be included in the price
- requested that inflatables be set up and ready for use at 3:00 pm and then be dismantled at 9:00 pm

- all inflatables are TSSA approved, and the company is insured
- in addition, there will be the rental of a popcorn machine, the purchase of 200 servings of popcorn in total, 1 onsite attendant, and the rental of the necessary generators
- Deputy Mayor McLean and Hodgson will secure the arrangements with We The Bounce
- Hodgson to inquire about the inclement weather policy, how many generators will be needed, the number of attendants needed, and set-up location requirements, and will request a written detailed quote to submit to Melancthon Township

#### *3:00 pm Vendors' Market*

- the market is being organized by members of the Horning's Mills Community Hall Board
- 4 private sector vendors have been confirmed
- Deputy Mayor McLean to follow up as to who is coming
- Malek will reach out to those such as Dufferin County Waste Services to see if they are interested in attending

#### *4:00 pm Kids' Activities*

- EarlyOn Mobile Unit is interested in providing children's activities for a 2-hour period, and will be getting back to the Board to confirm; Malek will follow up
- the group that organized the bean bag races, etc., is unable to attend this year; the Board felt that races were not needed this year
- the Board felt that a children's entertainer/cosplayer is not needed, as inflatables and EarlyOn should be sufficient; Malek will reach out to make them aware

#### *5:00 pm BBQ*

- will be organized and ran by the Mulmur-Melancthon Fire Department

#### *5:00 pm Live Music*

- the Dufferin County Line band has been confirmed
- will perform for 4 hours at a cost of \$800.00
- may set up and play on the ball diamond
- Deputy Mayor McLean will have a contract signed this week

#### *7:00 pm First Responders' Challenge*

- Dufferin County Paramedics and the Mulmur-Melancthon Fire Department have been confirmed
- Deputy Mayor McLean has reached out to other departments and will follow up
- the Dufferin OPP detachment has declined

#### *9:00 pm Yoga in the Park*

- Louise Marcoux Phillips will plan a fun and energetic session for children and adults

#### *Dusk:*

- fireworks
- Deputy Mayor McLean has confirmed and will follow up

#### *Miscellaneous:*

- Board members will make 50-75 candy kabobs to sell; Hodgson to purchase the necessary supplies
- Board members will make flower headbands of paper/artificial flowers, to be distributed for a donation; Malek to obtain supplies
- members will meet at the Community Hall on June 17 to make the kabobs and headbands
- popcorn, sparklers, and glow sticks will be handed out at no charge
- donations will be welcome at both entrance gates, with a portion being donated to the Shepherd's Cupboard Food Bank in Shelburne

Once all events and activities have been confirmed, they will be added to the event poster. The poster will display the logos of the bands, food bank, and EarlyOn. Cash only and donations welcome will also be visible. Malek will finalize the design, and Hill will do the colour printing of the posters.

**Upgrades to the Park:**

*Walking Path*

Deputy Mayor McLean and Denise Holmes, AMCT - CAO/Clerk, met with Steve Murphy from the County of Dufferin to discuss the construction and accessibility of the walking path at the Horning's Mills Community Park. The development of the pathway will require a significant amount of planning and potentially the involvement of an engineer. The incline from the ball diamond to the pavilion would need to have a gradual zigzag pathway, and benches would need to be located at resting points along the entire pathway. The Board discussed applying for a project grant through the Ontario Trillium Foundation and/or Hydro One, as well as seeking feedback from community members. The walking path project will be postponed until next year.

*Ball Diamond – Power*

Deputy Mayor McLean reported that Mike Hofman of Hofman General Contracting had completed the project of running electricity from one of the light standards to the pitching mound at no expense. As a result, the Mansfield Cubs will be able to better utilize the ball diamond. The diamond is currently being used for practices, and games will start at the end of the month. Hofman will be receiving a formal written thank you from Melancthon Council and will be verbally recognized during the Melancthon Day celebrations.

*Mansfield Minor Baseball Signage*

An update was provided regarding the new sign to be ordered and installed at the park, displaying "Welcome to Horning's Mills Field - Second Home of the Mansfield Cubs". Deputy Mayor McLean obtained some verbal quotes from various sign companies, with all being relatively comparable at a cost of \$500.00 to \$600.00. The Board decided to proceed with Dunwood Signs & Textiles Inc. of Dundalk.

**Advertising Signage:**

A delegation with Councillor Ruth Plowright was held during the previous meeting on April 5, 2023, concerning advertising at the park. Local companies would pay a sponsorship fee, which would vary depending on the size of the sign and its location of installation at the park. The topic was open for discussion, and it was decided that signs should be posted on the perimeter fence only. Concern was expressed about how the posted signs would alter the visual appearance of the green space at the park. Deputy Mayor McLean suggested discussing in the future if Board members expressed further interest.

**OTHER/ADDITIONS:**

None

**DELEGATIONS:**

None

**RECOMMENDATIONS TO COUNCIL:**

None

**CONFIRMATION MOTION:**

Moved by Malek, seconded by Hodgson. Carried.

**ADJOURNMENT AND DATE OF NEXT MEETING:**

The next meeting will be decided upon at the call of Deputy Mayor/Chair McLean. Meeting was adjourned at 6:54 pm. Moved by Hill, seconded by Malek. Carried.

**CENTRE DUFFERIN RECREATION COMPLEX**  
**BOARD OF MANAGEMENT**

**Minutes of the Regular meeting held May 24, 2023 at 6:00pm in person**

Attendance:	Dan Sample	Shelburne
	Randy Chambers	Shelburne
	Robb Stinson	Shelburne
	Melinda Davie	Mono
	Ralph Moore	Melancthon
	Andrew Stirk	Amaranth
	Kim Fraser	Facility Administration Manager
	Marty Lamers	Facility Maintenance Manager
	Emily Francis	Recreation Program Coordinator

Absent: S. Hall and D. White

Meeting called to order by Board Chair, Melinda Davie at 6:00pm.  
A quorum was present.

**Land Acknowledgement:**

Board Chair, Melinda Davie read the land acknowledgement.

**Declaration of Pecuniary Interests:**

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

**Agenda:**

Addition of item #10.1 to New Business.

**MOTION #1** – Moved by C. Gerrits seconded by A. Stirk. Be it resolved we approve the agenda dated May 24, 2023 as amended and presented. Carried

**Discussion & Approval of Minutes of Previous Meeting April 26, 2023:**

**MOTION #2** – Moved by R. Chambers seconded by A. Stirk. That the minutes of the CDRC Board of Management regular board meeting held on April 26, 2023 be approved as circulated and presented. Carried

**Correspondence:**

- Town of Shelburne – email re: CDRC draft 2023 Budget
- Township of Amaranth – email re: CDRC draft 2023 Budget
- Township of Melancthon – email re: CDRC draft 2023 Budget
- Town of Mono – verbal no objections with CDRC draft 2023 Budget

**MOTION #3** – Moved by R. Moore seconded by C. Gerrits. That correspondence is received and placed on file. Carried

**Financial Report:**

After review of the CDRC financial reports, accounts the following motion was presented.

**MOTION #4** – Moved by R. Moore seconded by R. Stinson. That the CDRC Board of Management receive the financial reports and paid accounts in the amount of \$82,303.31 as presented by the Facility Administration Manager. Carried

CDRC Draft 2023 Budget: After review and discussion of the draft budget the following motions were presented.:

**MOTION #5** – Moved by D. Sample seconded by C. Gerrits. That the Board approves and accepts the attached budget 2023. Carried

**MOTION #6** – Moved by C. Gerrits seconded by D. Sample. That the finance committee bring a 2024 draft budget to the September board meeting. Carried

**Human Resource Report:**

Hire 2023 Seasonal Summer Staff

After receiving acceptance of employment offers, the following candidates were hired.

**MOTION #7** - Moved by D. Sample seconded by A. Stirk. Be it resolved that the CDRC Board of Management hires the following for the 2023 seasonal summer contract positions:

- Operator-Maintenance Attendant: Nicholas Carson-Pedri and
- Lifeguard/Instructor: Trinity Newhook Carried

**Facility Administration Manager and Recreation Program Coordinator Reports:**

See Schedule A

See Schedule B

**MOTION #8** – Moved by R. Chambers seconded by A. Stirk. That we receive the reports from the Facility Administration Manager and the Recreation Program Coordinator. Carried

**MOTION #9** – Moved by C. Gerrits seconded by D. Sample. Whereas Dufferin County Community Services and the CDRC are in an agreement for the funding of childcare services through the CDRC Summer Day Camp Program;

Be it resolved the CDRC Board of Management authorize the Facility Administration Manager to sign the attached Schedule D-Service Description Schedule 2023. Carried

**Facility Maintenance Manager's Report:**

See Schedule C

**MOTION #10** - Moved by D. Sample seconded by R. Stinson. That we receive the report from the Facility Maintenance Manager. Carried

**MOTION #11** - Moved by D. Sample seconded by C. Gerrits. That we approve the Facility Maintenance Managers mileage of 308km at the approved Town of Shelburne rate. Carried

**New Business:**

**International Plowing Match request:**

Received an email from the International Plowing Match 2023 requesting the use of in-kind items such as tables and chairs. For the next meeting staff will prepare a list of what is available along with a value.

**Old Business:**

**Basketball Community Use:**

After discussion the board directed staff to prepare and send a letter of support to the UGDSB.

**MOTION #12** – Moved by C. Gerrits seconded by D. Sample. That the CDRC request on behalf of Alton Stephenson that the UGDSB allow for the use of a school gym in Shelburne one evening per week during July and August for a basketball drop in program. Carried

**Confirmation by By-law:**

**MOTION #13** – Moved by D. Sample seconded by C. Gerrits. Be it resolved that leave be given for the reading and enacting of by-law #05-2023 being a by-law to confirm certain proceedings of the CDRC Board of Management for its regular board meeting held May 24, 2023. Carried

**Adjournment:**

**MOTION #14**- Moved by D. Sample seconded by C. Gerrits. That we now adjourn at 7:31pm to meet again on Wednesday, June 28, 2023 at 6:00pm or at the call of the chair. Carried

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Secretary - Treasurer

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Chairperson

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Dated

SCHEDULE 'A'

Facility Administration Managers Report – May 24, 2023

**General Information:**

- Continual day-to-day administrative duties that include phone calls and walk-in inquiries, invoicing and collections, payables and disbursements, rental contracts, bookings, monitoring the rental schedule and payroll administration.
- Ongoing, receiving and responding to numerous and various facility rental booking requests. The following are recent or upcoming reservations.
  - o T&C – May 7<sup>th</sup> church service and May 13<sup>th</sup> Cricket Club opening ceremony
  - o Pool View Room – May 6<sup>th</sup> celebration of life and May 7<sup>th</sup> Christening reception
  - o Meeting Room – Lesson Up and May 17<sup>th</sup> HELP First Aid
  - o Floor rental party package – May 27<sup>th</sup> and July 9<sup>th</sup>
  - o Party Rockers Entertainment (youth dance) – Friday June 9<sup>th</sup>
  - o Canadian Blood Services clinic - Friday June 16<sup>th</sup>
  - o Pool rentals-13 pool reservations, 11 of them include additional room rentals
  - o Ball hockey tournament – Saturday July 8<sup>th</sup>

**Old Business:**

- Received permit from UGDSB to use outside greenspace at Glenbrook ES throughout July and August for the day camp program.
- Attended the Canada Day Festival Committee meeting on May 11<sup>th</sup> and requested the CDRC Free Swim be included in the schedule of events. In return the CDRC will promote the Canada Day events on it's medias.

**New Business:**

- The CDRC piggy backed on an order placed by Centre Wellington and purchased six (6) Skate Helpers (2-red, 2-green, 2-blue). To offset the cost, the plan is to rent them for adverting revenue. Watch the Skate Helper in Action <https://youtu.be/70tlts4qvwQ>
- Received the Service Description Schedule 2023 (attached) from Dufferin County Community Services to be signed as part of the service agreement in place to provide funding of childcare services through the CDRC Day Camp program.
- To-do's: work on sponsorship package and contact ice user groups regarding next season

Kim Fraser  
Facility Administration Manager

SCHEDULE 'B'

Submitted By: Recreation Program Coordinator Emily Francis  
 To: CDRC Board of Management  
 Date: May 24, 2023  
 Subject: Recreation Program Coordinator Report

**May Overview**

- Continuing to assist with day-to-day operations including phone inquiries, email inquiries etc. Completing invoices for upcoming programs.
- Continuing to make updates to the CDRC information on the Town of Shelburne website and actively creating graphics and posting on the CDRC social media.
- **Spring programs**
  - Pickleball has now expanded onto the arena floor. It is being offered on the following dates and times. This is a drop-in program.
    - Wednesday's 1:00-3:00pm
    - Select Thursday evenings in May 6:00-8:00pm
    - Friday's 9:30-11:30am
    - Select Saturday mornings 9:00-11:00am
  - Friday night Roller Skating/Blading
    - Beginning Friday May 5, 2023 from 6:30-8:00pm
    - Schedule to run select Fridays until end of June, dates in July and August are to be determined.
    - \$3.00 per person, participants must bring their own equipment.
  - PA Day Camp scheduled for Friday June 2, 2023
  - Kid Proof Babysitting Course schedule for Friday June 2, 2023
- **CDRC Summer Program Registration**
  - Registration opened for summer day camp and outdoor pool programs on Friday April 21, 2023. Below is a snapshot of our camp registration to date.

Program Name	Participants Enrolled
CDRC Junior Leaders	15/20
Leaders in Training	3/20
Junior Lifeguard Camp (1)	11/20
Junior Lifeguard Camp (2)	19/25
Week 1: Fun in the Sun	60/60 FULL
Week 2: Safari Season	60/60 FULL
Week 3: Totally Tropical	60/60 FULL
Week 4: Getcha Game On	60/60 FULL



Week 5: Superhero Academy	58/60
Week 6: Craft and Create	60/60 FULL
Week 7: CDRC's Got Talent	60/60 FULL
Week 8: Wacky Water Week	60/60 FULL
Week 9: Mystery Week	30/30 FULL

- We have several sponsored Free Swims scheduled for this upcoming summer.
  - Sunday June 18<sup>th</sup>, 2023 2:30-4:30pm sponsored by Wightman
  - Saturday July 1, 2023 1:00-3:00pm sponsored by Tim Hortons Shelburne
  - Sunday July 9, 2023 2:30-4:30pm sponsored by Shelburne Family Chiropractic, Main Street Dental, Shelburne Optometry
  - Sunday July 16, 2:30-4:30pm sponsored by Go with Crowe Real Estate
  - Sunday August 13, 2023 2:30-4:30pm sponsored by Shelburne Family Chiropractic, Main Street Dental, Shelburne Optometry
  - Monday August 7, 2023 2:30-4:30pm sponsored by Wightman
- 13 school swims rentals scheduled for the month of June throughout the school day.
- Our Head Day Camp staff started on Monday May 15, 2023. We are currently working collaboratively to prepare for our upcoming summer program.
- Pool programming is scheduled to begin on Friday June 8, 2023.
- Preparing our orders for our Seasonal Staff uniforms (day camp counsellor t shirts and lifeguard singlets).
- Working on building a package for sponsorship opportunities within the CDRC. Wightmans has reached out and would like to sponsor 1 free skate each month throughout the winter months.

**2022 facility users from funding municipalities**

Below is a snapshot of the number of families from each municipality, who registered in a 2022 CDRC summer program.

Municipality	2022	
	Outdoor Pool 494 registrations	Day Camp (Year Round) 300 registrations total
Shelburne	296 = 60%	185 = 61%
Melancthon	49 = 10%	47 = 16%
Mono	23 = 5%	12 = 4%
Amaranth	44 = 9%	15 = 5%
Other	82 = 16%	41 = 14%

SCHEDULE 'C'

Facility Maintenance Managers Report – May 24, 2023

GENERAL INFORMATION

May 10, 2023, ESA inspection no concerns.

Ordered pool supplies and chemicals for pool startup.

Replaced thermostat pool view. SQ23077 \$740.00 complete

Plumbing and tile repair T&C due to leak water supply and drain Complete.

Replace light ballast front lobby.

HVAC Faulty disconnect replaced.

Roof top AC Faulty condenser motor pool view and meeting rooms. \$1924.00 seeking approval.

Leaking bearing assembly domestic hot water, town and country heat and pool heater exchanger \$2,872.50 seeking approval.

Had a chat with Alton Stephenson on site re basketball Alton gained a better understanding of arena and size. I also inquired with the fire chief through a site visit May 23, 2023, if we could place a C-can beside the north end of building. The fire chief does not have an issue with bin there during the summer months we can move it to the east side in the winter.

Began grass trimming.

Repair door passage lock new core required.

An elevator emergency service call for employee stuck in elevator 2.5 hours \$3000.15. Discussing bill with account manager.

PT maintenance operator Nicholas Carson-Pedri hired for summer.

**Pool update**

May 3, 2023, Pool work started cutting out concrete and hydrovac excavation in pool filter room. sub contractors.

Staff drained and cleaned the pool and prepped pool for contractors.

Prepping solar blanket for installation fabricates new edge for fastening.

May 10, 2023, excavating begun.

Cored pool walls for main drains.

Staff repaired 5 square feet of water line tile.

Staff repaired the delamination of pool wall 16 sq ft and 5 sq ft and water line tile. Source and research material and application technique Acapulco estimates \$6,133.00.

Request for mileage that I have pick up for the pool shell repair material specific to pools and fountain applications.

128 km return. Prosol inc., 230 Bayview Dr #9, Barrie, ON L4N 4Y8.

Also, mileage to pick up Rubber deck repair material at Rubber Depot would like to go for the purpose of a better colour match and application tips and instructions. At 2-3105 Unity Dr, Mississauga ON L5L 4L1 180 km returned.

Marty Lamers

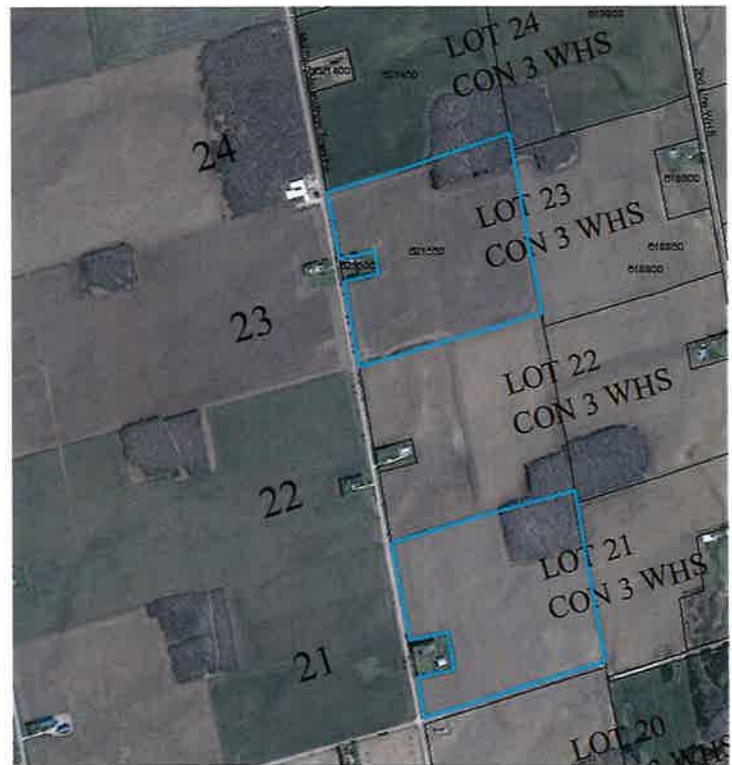
Facility Maintenance Manager

The Corporation of the Township of Mulmur will hold a Public Meeting pursuant to Sections 34 of the Planning Act (1990) to consider an amendment to the Zoning By-law. The public meeting will be held in person and electronically at Mulmur Township Offices, 758070 2nd Line East (Terra Nova) on **July 6, 2023, at 9:30 a.m.** Visit [www.mulmur.ca](http://www.mulmur.ca) to obtain meeting details.

**PURPOSE OF THE AMENDMENT:** The proposed Zoning By-law Amendment is to rezone the subject lands from the Countryside (A) zone to the Countryside Exemption One (A-1) zone to satisfy a condition of consent.

**LANDS AFFECTED:** The Zoning By-law Amendment affects the lands described in the table below and identified in the blue outline on the key map below.

ROLL NUMBER	2216000006215500000 2216000006217500000
OWNER	BONNEFIELD FARMLAND ONTARIO III Inc
STREET ADDRESS	Mulmur-Melancthon TL
LEGAL DESCRIPTION	CON 3 W W PT LOT 23 CON 3 WHS W PT LOT 21 AND RP 7R3773 PART 1



A copy of the proposed amendment is available for review at the municipal office during regular office hours. Anyone wishing to address the Township with respect to the proposal may do so at the public meeting. Persons unable to attend the public meeting may provide written comments up until the time of the public meeting. If you wish to be notified of the decision on the proposed application, you must make an oral or written request to the Township of Mulmur. If a person or public body does not make oral submissions at the public meeting or make written submissions to Mulmur Township before the by-law is passed, the person or public body is not entitled to appeal the decision of the Corporation of the Township of Mulmur to the Ontario Land Tribunal (OLT). Furthermore, the person or public body may not be added as a party to the hearing of an appeal before the OLT unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

## Denise Holmes

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**From:** Jennifer E. Willoughby <jwilloughby@shelburne.ca>  
**Sent:** Tuesday, June 13, 2023 9:55 AM  
**To:** Denise Holmes; Michelle Dunne; Meghan Townsend; Fred Simpson; Carolina Khan; Nicole Martin; Jessica Kennedy; Tracey Atkinson  
**Cc:** 'hsnider@townofgrandvalley.ca'; Heather Boston; 'amillinercowan@orangeville.ca'; Nicole Hill; rsnyder@sdfd.ca; Alice Byl  
**Subject:** RE: Melancthon Council Motion - Fire Prevention and Protection Services in Dufferin County

Good Morning

The following resolution was passed at last night's Council meeting in response to the motion from Melancthon Council:

Motion # 9

Moved By Deputy Mayor Hall  
Seconded By Councillor Fegan

THAT Council supports the resolution from the Township of Melancthon regarding Fire Prevention and Protection Services.

CARRIED, W. Mills

Thank You

**Jennifer Willoughby, Director of Legislative Services/Clerk**  
**Phone: 519-925-2600 ext 223 | Fax: 519-925-6134 | [jwilloughby@shelburne.ca](mailto:jwilloughby@shelburne.ca)**  
**Town of Shelburne | 203 Main Street East, Shelburne ON L9V 3K7**  
**[www.shelburne.ca](http://www.shelburne.ca)**

Town Hall will be open to the public Monday to Friday from 8:30 am to 12:00 pm and 1:00 pm and 4:30 pm. The office will be closed between 12:00 pm to 1:00 pm. There will be no public access to Town Hall each day from 12:00 pm to 1:00 pm.

We are encouraging everyone to continue to take advantage of digital processes. The best way to reach staff is by email. You can pay your bills online by visiting our webpage [Paying My Bills](#). Appointments at Town Hall are available upon request. You can request an appointment by visiting [Save my Spot](#) on our website.

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**From:** Denise Holmes <dholmes@melancthontownship.ca>  
**Sent:** Wednesday, May 24, 2023 11:49 AM  
**To:** Michelle Dunne <mdunne@dufferincounty.ca>; Meghan Townsend <mtownsend@townofgrandvalley.ca>; Fred Simpson <fred.simpson@townofmono.com>; Carolina Khan <ckhan@orangeville.ca>; Jennifer E. Willoughby <jwilloughby@shelburne.ca>; Nicole Martin <nmartin@amaranth.ca>; Jessica Kennedy <jkennedy@eastgarafraxa.ca>; Tracey Atkinson <tatkinson@mulmur.ca>  
**Cc:** 'hsnider@townofgrandvalley.ca' <hsnider@townofgrandvalley.ca>; Heather Boston <hboston@mulmur.ca>; 'amillinercowan@orangeville.ca' <amillinercowan@orangeville.ca>; Nicole Hill <nhill@sdfd.ca>  
**Subject:** Melancthon Council Motion - Fire Prevention and Protection Services in Dufferin County

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the contents to be safe.**

Good morning,

Please find attached a motion passed by Melancthon Council on May 18, 2023, regarding Fire Prevention and Protection Services in Dufferin County.

Should you have any questions, please don't hesitate to contact me.

Thank you.

Regards,  
Denise Holmes



Denise B. Holmes, AMCT | Chief Administrative Officer/Clerk | Township of Melancthon | [dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca) | PH: 519-925-5525 ext 101 | FX: 519-925-1110 |

[www.melancthontownship.ca](http://www.melancthontownship.ca) |

**The Administration Office will be open to the public Monday to Friday from 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. There will be no public access between 12:00 p.m. to 1:00 p.m. as the Office will be closed.**

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

## Denise Holmes

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**From:** Nicole Hill <nhill@sdfd.ca>  
**Sent:** Tuesday, June 13, 2023 12:54 PM  
**To:** jwilloughby@shelburne.ca; Denise Holmes; tatkinson@mulmur.ca; fred.simpson@townofmono.com; nmartin@amaranth.ca; clerk@dufferincounty.ca; Roseann Knechtel; mail@townofgrandvalley.ca  
**Subject:** Shelburne & District Fire Board Resolution

Hello,

The Following Resolution was passed at the June 6<sup>th</sup> Shelburne & District Fire Board meeting:

Moved By: W. Mills  
Seconded By: J. Horner

BE IT RESOLVED THAT:

The Resolution from the Township of Melancthon RE: Fire Prevention and Protection Services be received and supported in principle;

AND THIS be forwarded to Municipalities, County and Fire Boards.

**Carried**



**Nicole Hill**

Secretary/Treasurer  
Tel: (519) 925-5111

Shelburne & District Fire Board  
114 O'Flynn Street  
Shelburne, ON L9V 2W9 | [nhill@sdfd.ca](mailto:nhill@sdfd.ca)

## Denise Holmes

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**From:** Linda Polonsky [REDACTED]  
**Sent:** Thursday, June 15, 2023 5:40 PM  
**To:** Denise Holmes  
**Subject:** Fwd: FW: Provincial Planning Policy  
**Attachments:** 234-2023-2791 MG OFA ERO Deadline Letter SIGNED.Agriculture.pdf

----- Forwarded message -----

**From:** Jones, Sylvia <[sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)>  
**Date:** Mon, Jun 5, 2023, 9:57 AM  
**Subject:** FW: Provincial Planning Policy  
[REDACTED]

Thank you for contacting me regarding your comments on the Provincial Policy Statement.

Farming is often a multi-generational family enterprise, and our government has been asked by many farmers to offer practical support to them and their families by making it easier for the next generation to live and work in the same place where they grew up.

At the same time, we have clearly heard the concerns that have been raised about the need to preserve Ontario's farmland – and we share that goal.

Please see the attached letter.

The Office of Sylvia Jones MPP Dufferin-Caledon

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**From:** Linda Polonsky [REDACTED]  
**Sent:** Monday, June 5, 2023 9:05 AM  
**To:** Jones, Sylvia <[sylvia.jones@pc.ola.org](mailto:sylvia.jones@pc.ola.org)>  
**Cc:** [info@melancthontownship.ca](mailto:info@melancthontownship.ca)  
**Subject:** Provincial Planning Policy

**!** CAUTION: External message.

Dear Sylvia Jones, MPP,

I would like to bring to your attention my concerns with the draft provincial Planning Policy. This policy, which proposes to allow 3 severances of agricultural parcels, will not advance the province's efforts to create housing, but it will definitely degrade the efforts of farmers to produce food. I would hope that, as my representative in provincial parliament, Ms Jones, you would voice my objection to this policy very clearly and very loudly. And as a representative of a largely agricultural county, you will support the farmers who produce the food that everyone in this province needs to eat.

Respectfully,

Linda Polonsky

[REDACTED]

[REDACTED]

[REDACTED]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**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



234-2023-2791

May 29, 2023

Peggy Brekveld  
President  
Ontario Federation of Agriculture  
[peggy.brekveld@ofa.on.ca](mailto:peggy.brekveld@ofa.on.ca)

Drew Spoelstra  
Vice President  
Ontario Federation of Agriculture  
[drew.spoelstra@ofa.on.ca](mailto:drew.spoelstra@ofa.on.ca)

Dear Peggy Brekveld and Drew Spoelstra:

I want to begin by thanking you for the constructive dialogue over the last several weeks regarding our government's proposed Provincial Planning Statement (PPS), which would integrate and replace the current Provincial Policy Statement and A Place to Grow: The Growth Plan for the Greater Golden Horseshoe. Premier Ford, myself and my colleagues across government hold a deep appreciation for the hard work being done by Ontario farmers every day, and we welcome your advice and partnership as we move forward.

The proposed Provincial Planning Statement is part of our government's efforts to tackle Ontario's housing supply crisis by supporting the construction of 1.5 million homes by 2031. It is important to note that while the policies proposed for inclusion within the PPS were introduced at the same time as Bill 97 (the *Helping Homebuyers, Protecting Tenants Act*), these proposals, which include the consultation on rural lot severances, are not legislative changes and therefore are not a part of Bill 97. In other words, should the legislature choose to pass Bill 97 into law, the proposed PPS would not be affected or go into force as a result. The proposals remain open for comment on the Environmental Registry of Ontario.

I also want to clarify the government's intentions regarding consultation on rural lot severances. Our goal has always been to support farmers, their families and agricultural workers by providing housing options that would let children taking over the farm or retiring parents live close by to assist with succession planning. We understand that farming is often a multi-generational family enterprise, and our government has been asked by many farmers to offer practical support to them and their families by making it easier for the next generation to live and work in the same place where they grew up.

At the same time, we have clearly heard the concerns that have been raised about the need to preserve Ontario's farmland – and we share that goal. To be clear: It has never been our intention for severed lots to be transferred or sold to non-family/farm owners, nor for these lots to have anything more than single-family homes (i.e. no multi-residential structures). Any ambiguity regarding our intentions will be clarified, eliminated and resolved.

We want to continue working with the agricultural sector to look at alternatives that would assist farm families in succession planning, but do not involve additional severances. At the same time, we want to make sure we are protecting farming operations from residential uses, while ensuring health and safety requirements are met. It is of the utmost importance for Premier Ford and our government that we support Ontario farmers and their families being able to continue growing their operations unencumbered.

To facilitate these objectives, the government is extending the commenting deadline on the Environmental Registry of Ontario by an additional 60 days, for a revised closing date of August 4, 2023. This will give the public an enhanced opportunity to comment on the proposals and will give our government more time to consider alternative solutions to support multi-generational farm families without adding additional severances. We appreciate the commitment of agricultural groups on working with us to develop solutions that do not negatively impact the ability to farm.

Once again, I would like to thank you for bringing your concerns to our government's attention and assure you of the continued importance our government places on a collaborative partnership with Ontario farmers. I trust this extended commentary period will give us the chance to work together to find a solution that continues to protect Ontario's farmland while ensuring all Ontarians – including farmers – can find a home that meets their needs and budget.

Sincerely,



Steve Clark  
Minister

- c. The Honourable Doug Ford, Premier of Ontario  
The Honourable Lisa Thompson, Minister of Agriculture, Food and Rural Affairs

## Denise Holmes

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**From:** Sonya Pritchard <spritchard@dufferincounty.ca>  
**Sent:** Friday, June 9, 2023 12:17 PM  
**Subject:** Dufferin County 2023 to 2026 Strategic Plan | "A community that grows together"

Good afternoon, Dufferin County team,

Yesterday, Council approved our [2023-2026 Strategic Plan](#). This Strategic Plan acts as our compass and guides us as we plan for the future. It forms the foundation of our operational plans, the annual budget, recommendations to Council and day-to-day decisions as we deliver the services our community relies upon and continue our work to make Dufferin a great place for everyone to live, do business and visit.

The vision under our new Strategic Plan is "A community that grows together". There are five priority areas under the Strategic Plan, and each priority area has corresponding goals:

- **Climate and Environment**
  - Establish the County as a leader in climate action
  - Enhance and conserve Dufferin's natural environment
- **Community**
  - Increase affordable and attainable housing options
  - Support community well-being and safety through collaboration and partnerships
  - Explore opportunities to improve access to healthcare services
- **Economy**
  - Advance County-wide economic and workforce development
  - Improve broadband and cellular connectivity
- **Governance**
  - Identify opportunities to improve governance and service delivery
  - Improve the County's internal and external communications
- **Equity**
  - Align programs, services and infrastructure with changing community needs
  - Ensure that the County is an inclusive, equitable and supportive Employer of Choice

These strategic priorities and goals represent critical pieces of the puzzle to achieving our shared vision, building on one another to create a cohesive and interconnected roadmap. These priorities and goals have the potential to transform our community and the lives of all who live in it.

In addition, the County is also adopting Climate and Equity Lenses that will be applied across the entire administration. Climate and equity considerations will be embedded into our decision-making and how we deliver services. These lenses, coupled with our values of Collaboration, Accountability, Innovation, Compassion and Courage, will guide us as we chart a path to a sustainable, inclusive, and thriving future in Dufferin County.

The Plan is ambitious and aims to tackle some of the biggest challenges facing our community, including the impacts of climate change, housing affordability, community safety, employee well-being, and racism and discrimination. We all have a role to play in implementing this plan. No matter your responsibilities, you *will* be essential to making progress. Please explore the priorities and goals set out in the Plan. Have conversations with your manager and team and set goals – with the Equity and Climate lenses at top of mind – to guide you in your work.

Thank you to everyone who took part in the engagement process as we developed the Strategic Plan. You helped inform

the creation of it, and your engagement ensured that it is grounded in the needs, aspirations, and priorities of our community. Now, your commitment to the Plan will be essential in delivering on our vision, mission, and goals.

Thank you for everything you do every day to work in partnership with one another and serve our community. Together, we will put strategy into action and create a workplace and community that grows together.

Sonya

**Sonya Pritchard, CPA, CMA | Chief Administrative Officer**

**County of Dufferin** | Phone: 519-941-2816 Ext. 2502 | [spritchard@dufferincounty.ca](mailto:spritchard@dufferincounty.ca) |

30 Centre Street, Orangeville, ON

**Join in Dufferin** - Share your stories. Connect with your community. Have your say on new projects. Click here to [\*\*Sign Up and Speak Up!\*\*](#)

## Denise Holmes

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**From:** growthplanning@ontario.ca  
**Sent:** Friday, June 16, 2023 3:01 PM  
**To:** Denise Holmes  
**Subject:** Proposed Provincial Planning Statement | la proposition de déclaration provinciale sur la planification

June 16, 2023

On April 6, 2023, the government released a draft of the Provincial Planning Statement ([ERO#019-6813](#)) that would replace the existing Provincial Policy Statement and A Place to Grow: Growth Plan for the Greater Golden Horseshoe.

At that time, natural heritage policies and related definitions remained under consideration by the government and were not released for review and input. The proposed natural heritage policies are now available for review and feedback. The details of the changes can be found through the [Environmental Registry of Ontario](#).

Please note that the comment period has been extended to August 4, 2023. You are encouraged to share this information with senior staff in the municipality and to inform the head of council and council members.

Sincerely,

Ministry of Municipal Affairs and Housing

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Le 16 juin 2023

Le 6 avril 2023, le gouvernement publiait une ébauche de la *Déclaration provinciale sur la planification* ([Registre environnemental de l'Ontario n° 019-6813](#)) qui remplacerait la *Déclaration de principes provinciale* et le document *En plein essor : Plan de croissance de la région élargie du Golden Horseshoe* existants.

À cette date-là, les politiques en matière de patrimoine naturel et leurs définitions connexes demeuraient à l'étude par le gouvernement et n'ont pas été publiées pour un examen, des commentaires et des questions. Les politiques proposées en matière de patrimoine naturel sont maintenant disponibles pour un examen, des commentaires et des questions. On peut trouver les renseignements sur ces changements dans le [Registre environnemental de l'Ontario](#).

Veillez prendre note que la période de soumission de commentaires a été prolongée jusqu'au 4 août 2023. Nous vous encourageons à partager cette information avec les dirigeantes et les dirigeants de votre municipalité et à en informer la présidente ou le président du conseil et les membres du conseil.

Meilleures salutations,



# Review of proposed policies adapted from A Place to Grow and Provincial Policy Statement to form a new provincial planning policy instrument.

ERO.(Environmental Registry.of.Ontario) number	019-6813
Notice type	Policy
Act	Places to Grow Act, 2005
Posted by	Ministry of Municipal Affairs and Housing
Notice stage	Proposal Updated
Proposal posted	April 6, 2023
Comment period	April 6, 2023 - August 4, 2023 (120 days) Open
Last updated	June 16, 2023

This proposal was originally published on April 6, 2023 with the comment period ending on June 5, 2023. On May 30, 2023 the comment period was extended to August 4, 2023. This proposal notice was updated on June 16, 2023 to provide notice that natural heritage policies are ready for review and input and have been added to the proposed Provincial Planning Statement that is available under “Supporting Materials” below. See the natural heritage policies on pages 19 and 20 (section 4.1), and related definitions.

This consultation closes at 11:59 p.m.  
on:

**August 4, 2023**

## Proposal summary

The Ministry of Municipal Affairs and Housing (MMAH) is consulting on proposed policies for an integrated province-wide land use planning policy document. MMAH (Ministry of Municipal Affairs and Housing) is seeking input on a

proposed Provincial Planning Statement that takes policies from A Place to Grow and the Provincial Policy Statement to support the achievement of housing objectives.

## Proposal details

### Context

The Provincial Policy Statement, 2020 (PPS) and A Place to Grow: Growth Plan for the Greater Golden Horseshoe (A Place to Grow) 2019 both provide comprehensive, integrated, whole-of-government policy direction on land use planning matters including:

- Growth management, housing and economic development;
- Infrastructure planning, including sewage, water and stormwater management services, transportation, transit, energy supply and corridor protection;
- Protection and management of resources, including prime agricultural areas, aggregates, natural heritage, water, and cultural heritage; and
- Protection of public health and safety, such as mitigating potential risks due to natural and human-made hazards.

Both policy documents aim to support the achievement of liveable communities, a thriving economy, a clean and healthy environment and social equity, improving the quality of life for all Ontarians.

The PPS (Provincial Policy Statement) is issued under the *Planning Act* and is the primary provincial land use planning policy document, applying across Ontario. A Place to Grow is a growth plan issued under the *Places to Grow Act, 2005*. It provides a more detailed framework for where and how growth should be accommodated in the Greater Golden Horseshoe and it works with the Greenbelt Plan, Oak Ridges Moraine Conservation Plan, and the Niagara Escarpment Plan. The Provincial plans build upon the policy foundation of the PPS (Provincial Policy Statement), providing additional land use policy direction to address issues facing specific geographic areas of Ontario. All provincial plans are to be read in conjunction with the PPS (Provincial Policy Statement).

Under the *Planning Act*, planning decisions shall be consistent with policy statements such as the PPS (Provincial Policy Statement) and shall conform with provincial plans like A Place to Grow.



Given the importance of the PPS (Provincial Policy Statement) and A Place to Grow in guiding land use planning decisions in Ontario, ensuring that the policy framework is housing-supportive is integral to the implementation of the Housing Supply Action Plan and meeting the target to construct 1.5 million new homes by 2031.

In 2022, the government initiated a review on approaches for leveraging the housing supportive policies of both documents, removing barriers and continuing to protect the environment through a streamlined province-wide land use planning policy framework.

The government received feedback on the following six themes:

- Residential land supply.
- Attainable housing supply and mix
- Growth management
- Environment and natural resources
- Community infrastructure
- Streamlined planning framework

The input and recommendations received from Indigenous communities, the public, municipalities and stakeholders helped shaped the development of streamlined and housing-focused, land use planning policies. ERO # (Environmental Registry of Ontario number) **019-6177** (<https://ero.ontario.ca/notice/019-6177>) provides an overview of issues raised.

The Province is now seeking input on a proposed Provincial Planning Statement, that would replace the existing Provincial Policy Statement and A Place to Grow: Growth Plan for the Greater Golden Horseshoe.

## Proposal

Based on what the government has heard, the Province has combined the elements of A Place to Grow and the PPS (Provincial Policy Statement) into a new land use policy document that the Province is proposing for public feedback. Through this proposed new Provincial Planning Statement, the government is proposing policies grouped under five pillars:

- Generate an appropriate housing supply
- Make land available for development
- Provide infrastructure to support development

- Balance housing with resources
- Implementation

## 1. Generate an appropriate housing supply

The proposed policies would:

- Identify large/fast-growing municipalities, with specific directions to plan strategically for growth:
  - Establish and meet minimum density targets for: major transit station areas, other strategic growth area (e.g. (for example), nodes and corridors), urban growth centres (transitioned from A Place to Grow)
  - Encourage to plan for transit-supportive greenfield density targets
- Require municipalities to provide a range and mix of housing options with an expanded definition to include multi-unit types (laneway, garden suites, low and mid-rise apartments) and typologies (multi-generational, student)
- Require all municipalities to implement intensification policies
- Provide flexibility for municipalities to allow for more residential development in rural settlements and multi-lot residential development on rural lands, including more servicing flexibility (e.g. (for example), leveraging capacity in the private sector servicing
- Require municipalities to permit more housing on farms, including residential lot creation subject to criteria, additional residential units and housing for farm workers
- Require municipalities to align land use planning policies with housing policies, including addressing homelessness and facilitating development of a full range of housing options and affordability levels to meet local needs

## 2. Make land available for development

The proposed policies would:

- Provide flexibility for municipalities to use government or municipally established forecasts (at minimum), with a transition phase for municipalities in the Greater Golden Horseshoe
- Require municipalities to plan for a minimum 25-year horizon, maintain a 15-year residential land supply and maintain land with servicing capacity for a 3-year supply of residential units

- Provide a simplified and flexible approach for municipalities to undertake settlement area boundary expansions. Municipalities would be allowed to create new Settlement Areas and would not be required to demonstrate the need for expansion
- Require municipalities to plan for and protect industrial and manufacturing uses that are unsuitable for mixed use areas, using a more narrowly scoped definition of “area of employment” limited to these uses and preserving large, contiguous areas of land
- Encourage municipalities to preserve employment areas close to goods movement corridors, coordinating across administrative boundaries and consider opportunities to densify
- Provide municipalities with greater control over employment area conversions to support the forms of development and job creation that suit the local context

### **3. Provide infrastructure to support development**

The proposed policies would:

- Require municipalities to plan for stormwater management, water and wastewater infrastructure, and waste management systems to accommodate growth
- Require municipalities to protect corridors for major infrastructure, such as highways, transit, transmission systems and encourage municipalities to provide opportunities for the development of energy supply to accommodate current and projected needs
- Require the integration of land use planning and transportation with encouragement for freight-supportive and transit-supportive development to move goods and people
- Require municipalities and school boards to integrate planning for schools and growth

### **4. Balance housing with resources**

The proposed policies would:

- Require municipalities to designate specialty crop areas and prime agricultural areas, eliminating the requirement to use the provincially-mapped Agricultural System
- Require municipalities to protect specialty crop areas and maintain minimum separation distances between livestock operations and

houses, and promote an agricultural systems approach to support the agri-food network

- Require municipalities to facilitate access to aggregate resources close to market and to protect minerals, petroleum and mineral aggregate resources
- Require municipalities to protect water resources and features and encourage watershed planning
- Update the cultural heritage policies to align with *Ontario Heritage Act* (OHA) amendments through Bill 108 and Bill 23, with a focus on conserving protected heritage properties
- Require municipalities to prepare for the impacts of a changing climate and develop approaches to reduce greenhouse gas emissions and improve air quality
- Require municipalities to direct development outside of hazardous lands and sites
- Natural heritage policies and associated definitions were added to the proposed Provincial Planning Statement on June 16, 2023. The proposed policies would require municipalities in central and southern Ontario to identify natural heritage systems and protect natural heritage features and areas as they currently do under the existing policies in the Provincial Policy Statement, 2020. For accuracy, an update is proposed to the definition of “significant” as it relates to wetlands, coastal wetlands, areas of natural and scientific interest and woodlands to remove/replace the reference to the “Ontario Ministry of Natural Resources and Forestry” with the “province”.

## 5. Implementation

The proposed policies would:

- Align with recent legislative amendments
- Require municipalities to undertake early engagement with Indigenous communities and coordinate with them on land use planning matters to facilitate knowledge-sharing, support consideration of Indigenous interests in land use decision-making and support the identification of potential impacts of decisions on the exercise of Aboriginal or treaty rights
- Affirm that efficient land-use patterns contribute to increased equitable access to housing, employment, parks and transportation, and

encourage municipalities to apply an equity lens on planning matters and engage stakeholders early in the process.

- Encourage coordination, particularly on intermunicipal topics

The government is also proposing an approach to implementation of the new document, if approved. These include the proposed approach to the following:

- Effective date and transition
- Timing for official plan updates
- Various matters specific to the Greater Golden Horseshoe

Should the government adopt the policies, the government would consequentially revoke the Provincial Policy Statement, 2020 and A Place to Grow, as well as amend regulations (*O. Reg. (Ontario Regulation) 416/05* and *O. Reg. (Ontario Regulation) 311/06*) under the Places to Grow Act, 2005.

The government welcomes your feedback on the proposed policy concepts and proposed wording in the land use policy document. When reviewing the document, some questions for consideration may include:

1. What are your thoughts on the policies that have been included from the PPS (Provincial Policy Statement) and A Place to Grow in the proposed policy document, including the proposed approach to implementation?
2. What are your thoughts on the proposed policy direction for large and fast-growing municipalities and other municipalities?
3. What are your thoughts regarding the proposed policies to generate housing supply, including an appropriate range and mix of housing options?
4. What are your thoughts on the proposed policies regarding the conservation of agriculture, aggregates, natural and cultural heritage resources?
5. What are your thoughts on the proposed policies regarding planning for employment?
6. Are there any other barriers to, or opportunities for, accelerating development and construction (e.g. (for example), federal regulations, infrastructure planning and approvals, private/public partnerships for servicing, provincial permitting, urban design guidelines, technical standards, zoning, etc. (et cetera))?

## **Relationship to Greenbelt Plan (2017)**

The government is proposing an administrative and housing keeping amendment to the Greenbelt Plan so that that policies in the current Greenbelt Plan are maintained should the PPS.(Provincial Policy Statement), 2020 and A Place to Grow be revoked.

This scoped policy change would maintain the existing Greenbelt Plan standards and clarifies that the existing policy connections in the Greenbelt Plan (2017) to the PPS.(Provincial Policy Statement), 2020 and A Place to Grow remain in effect.

## Supporting materials

### Related files

[Proposed Provincial Planning Statement, April 6 \(https://prod-environmental-registry.s3.amazonaws.com/2023-04/Proposed Provincial Planning Statement, April 6, 2023 - EN.pdf\)](https://prod-environmental-registry.s3.amazonaws.com/2023-04/Proposed%20Provincial%20Planning%20Statement,%20April%206,%202023%20-%20EN.pdf)  
pdf.(Portable Document Format file) 672.14 KB

[Proposed Approach to Implementation of the proposed Provincial Planning Statement \(https://prod-environmental-registry.s3.amazonaws.com/2023-04/Proposed Approach to Implementation, April 6, 2023 - EN.pdf\)](https://prod-environmental-registry.s3.amazonaws.com/2023-04/Proposed%20Approach%20to%20Implementation,%20April%206,%202023%20-%20EN.pdf)  
pdf.(Portable Document Format file) 175.92 KB

[Proposed Provincial Planning Statement, June 16, 2023 \(https://prod-environmental-registry.s3.amazonaws.com/2023-06/Proposed Provincial Planning Statement - EN June 16 2023.pdf\)](https://prod-environmental-registry.s3.amazonaws.com/2023-06/Proposed%20Provincial%20Planning%20Statement%20-%20EN%20June%2016%202023.pdf)  
pdf.(Portable Document Format file) 2.05 MB

### Related links

[More Homes, More Choice: Ontario's Housing Supply Action Plan \(2019\) \(https://www.ontario.ca/page/more-homes-more-choice-ontarios-housing-supply-action-plan\)](https://www.ontario.ca/page/more-homes-more-choice-ontarios-housing-supply-action-plan)

[More Homes, Built Faster: Ontario's Housing Supply Action Plan 2022-2023 \(https://www.ontario.ca/page/more-homes-built-faster\)](https://www.ontario.ca/page/more-homes-built-faster)

[Planning Act \(https://www.ontario.ca/laws/statute/90p13\)](https://www.ontario.ca/laws/statute/90p13)

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[Provincial Policy Statement, 2020  
\(https://www.ontario.ca/page/provincial-policy-statement-2020\)](https://www.ontario.ca/page/provincial-policy-statement-2020)

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[Places to Grow Act, 2005 \(https://www.ontario.ca/laws/statute/05p13\)](https://www.ontario.ca/laws/statute/05p13)

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[A Place to Grow: Growth Plan for the Greater Golden Horseshoe 2019  
\(https://www.ontario.ca/document/place-grow-growth-plan-greater-golden-horseshoe\)](https://www.ontario.ca/document/place-grow-growth-plan-greater-golden-horseshoe)

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[Greenbelt Plan \(2017\) \(https://www.ontario.ca/document/greenbelt-plan-2017\)](https://www.ontario.ca/document/greenbelt-plan-2017)

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## View materials in person

Some supporting materials may not be available online. If this is the case, you can request to view the materials in person.

Get in touch with the office listed below to find out if materials are available.

Let us know what you think of our proposal.

Have questions? Get in touch with the contact person below. Please include the [ERO \(Environmental Registry of Ontario\)](#) number for this notice in your email or letter to the contact.

[Read our commenting and privacy policies. \(/page/commenting-privacy\)](/page/commenting-privacy)

## Submit by mail

growthplanning@ontario.ca  
Provincial Land Use Plans Branch  
13th Flr, 777 Bay St  
Toronto, ON  
M7A 2J3  
Canada

## Comment

Connect with  
US

Contact

[growthplanning@ontario.ca](mailto:growthplanning@ontario.ca)





**NOTICE OF PUBLIC MEETING**  
**County of Dufferin Official Plan Amendment**  
**Municipal Comprehensive Review Phase II – Schedules and Maps**

TAKE NOTICE that the County of Dufferin will hold a public meeting pursuant to Subsection 17(15) and 17(16) of the Planning Act, R.S.O. 1990, c.P.13, as amended, regarding a proposed amendment to the County of Dufferin Official Plan to implement 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 MEETING**

The public meeting is scheduled for Thursday, July 13, 2023 at 6:00 p.m. at the W. & M. Edelbrock Centre, 30 Centre Street, Orangeville. The purpose of the public meeting is to present the proposed second phase schedules and maps Official Plan Amendment (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 give an opportunity for the public to provide input.

Any person or public body wishing to participate in the meeting may attend in-person or virtually. To join the meeting virtually on Zoom, please use the following link:

<https://dufferincounty-ca.zoom.us/j/83298000567>

Password: 817117136

If you wish to attend the meeting either in-person or virtually, please email [dcmcr@dufferincounty.ca](mailto:dcmcr@dufferincounty.ca) before July 12, 2023 at 4:30 p.m. to pre-register.

Written comments can be sent to the attention of the County Clerk by email or via regular mail to the address listed at the end of this notice.

The meeting will be livestreamed and will be available on the County's YouTube channel <http://www.youtube.com/DufferinOne>

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

This proposed second phase schedules and maps 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). The proposed OPA will introduce updated

policies and mapping required to conform to provincial plans and policies and to reflect the County's growth structure including a settlement area hierarchy, updated Natural Heritage mapping, and updated Prime Agriculture Areas to accommodate the proposed growth allocations presented in Phase I of the MCR (OPA No. 2).

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

NOTE: The County is specifically looking for your input on the second phase schedules and maps OPA at this time. There will be opportunity through future statutory Open Houses and Public Meetings regarding additional County OPAs to address proposed updates to the County's policy framework and context.

This proposed OPA represents the second of multiple amendments to the County Official Plan that relates to the County Municipal Comprehensive Review.

#### **ADDITIONAL INFORMATION**

A copy of the proposed OPA and additional information is available at <https://joinindufferin.com/dufferin-county-municipal-comprehensive-review>

#### **NOTIFICATION OF ADOPTION**

If you wish to be notified of the adoption of the proposed OPA, you must make a written request to the County Clerk at the address listed below. Such requests must include the name and mailing address/email address to which such notice should be sent.

NOTE: The approval authority for adopted County of Dufferin Official Plan Amendments is the Ministry of Municipal Affairs and Housing. If a person or public body would otherwise have an ability to appeal the decision of the Ministry of Municipal Affairs and Housing to the Ontario Land Tribunal but the person or public body does not make oral submissions at the public meeting or make written submissions to the County of Dufferin before the proposed official plan amendment is adopted the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the County of Dufferin before the proposed official plan amendment is adopted the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless in the opinion of the Tribunal there are reasonable grounds to add the person or public body as a party.

## **NOTICE OF COLLECTION, USE, AND DISCLOSURE**

All personal information collected will be used to support Council in their deliberations and decision making, and by staff, about the second phase schedules and maps Official Plan Amendment, in accordance with sections 17 and 26 of the Planning Act and disclosed in full, including names, opinions, addresses and email, to any other persons requesting access to these records, or published as part of a public agenda. All information submitted to the County is subject to the Municipal Freedom of Information Act and Protection of Privacy Act (MFIPPA). Questions about this notice of collection should be directed to the County Clerk.

DATED at Orangeville this 19<sup>th</sup> day of June, 2023.

Michelle Dunne, County Clerk

W. & M. Edelbrock Centre

30 Centre Street, Orangeville, ON L9W 2X1

Phone: 519-941-2816 x 2504

Email: [clerk@dufferincounty.ca](mailto:clerk@dufferincounty.ca)

P.O. Box 490  
7 Creswell Drive  
Trenton, Ontario K8V 5R6  
www.quintewest.ca



A Natural Attraction

Tel: 613-392-2841  
Toll Free: 1-866-485-2841  
josh.machesney@quintewest.ca

Josh Machesney, City Clerk

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June 19, 2023

The Honourable Doug Ford  
Premier of Ontario  
Premier's Office, Room 281  
Legislative Building  
Queen's Park, Toronto, ON M7A 1A1

**RE: Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement**

Dear Premier Ford:

This letter will serve to advise that at a meeting of City of Quinte West Council held on June 14, 2023 Council passed the following resolution:

**Motion No 23-266 – Notice of Motion – Councillor Sharpe - Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement**

Moved by Councillor Stedall  
Seconded by Councillor Card

Whereas, all Ontarians deserve and expect a safe and respectful workplace;

And whereas, municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

And whereas, several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

And whereas, these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

And whereas, municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

And whereas, municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

And whereas the Councillors Freeman, Reid, Sharpe and Stedall support the "Women of Ontario Say No" and their effort to get this legislation passed;

Now, therefore be it resolved that the City of Quinte West supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments;

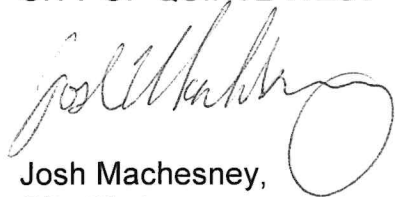
Also be it resolved that the legislation encompass the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office. **Carried**

We trust that you will give favourable consideration to this request.

Yours truly,

CITY OF QUINTE WEST



Josh Machesney,  
City Clerk

cc:

Hon. Steve Clark, Minister of Municipal Affairs and Housing  
Hon. Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity  
Hon. Todd Smith, MPP, Bay of Quinte  
Colin Best, President, Association of Municipalities of Ontario (AMO)  
All Municipalities in Ontario

## Denise Holmes

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**From:** Nanci Malek [REDACTED]  
**Sent:** Tuesday, June 20, 2023 3:01 PM  
**To:** Denise Holmes; Darren White; James McLean  
**Subject:** Quarry Proponent and Quarry Opponent Ink Historic Community Engagement Agreement

### FOR IMMEDIATE RELEASE

#### Quarry Proponent and Quarry Opponent Ink Historic Community Engagement Agreement

MELANCTHON, ON, June 20<sup>th</sup>, 2023 – North Dufferin Agricultural and Community Taskforce (NDACT) and Strada Aggregates have signed a first-of-a-kind agreement in Canada governing the relationship between a community advocacy organization and an aggregate producer seeking a quarry license.

The agreement gives NDACT unprecedented input and decision-making into Strada’s quarry application prior to being submitted. As part of the agreement, NDACT will not oppose the application until and unless the science shows the quarry could harm the environment.

“Normally a community finds out about aggregate development plans once an application is submitted, often resulting in years of conflict and strife between the parties,” said Karren Wallace, Chair of NDACT. “This is a new approach in that the Community and the Aggregate Company worked together pre-application designing the manner in which they will engage throughout the lifecycle of the aggregate project.”

The Agreement includes six protocols designed to ensure collaboration and cooperation between the two parties and the local municipality throughout all phases of the property development. The six major subject areas include Communication, Peer Reviews, Wells and Natural Resources, Recreation Fund, Land Assumption and Licence Assumption.

“Both Strada and NDACT recognized the potential challenges inherent in siting a quarry in Ontario” said Mario Pietrolungo, VP of Strada. “This agreement seeks to overcome that by agreeing to proceed together based on the shared principles of openness, transparency and science-based decision-making.”

“The Township of Melancthon looks forward to working with both parties in a collaborative fashion moving forward.” said Melancthon Mayor Darren White.

Copies of the agreement are available at [www.ndact.ca](http://www.ndact.ca) and [www.stradaquarry.com](http://www.stradaquarry.com)

#### ABOUT NDACT

NDACT is one of the leading community environmental groups in Canada. NDACT is an incorporated, not for profit, entity which formed in January 2009 by concerned citizens from Melancthon and Mulmur Townships. NDACT played a pivotal role in leading public and political opposition against the Highlands Company “Mega-Quarry.”

## **ABOUT STRADA**

Strada Aggregates is an Ontario-based supplier of aggregate and recycled aggregate products. Strada operates 3 pits and 12 depots in Ontario.

For more information:

Carl Cosack (NDACT Community Liaison)

[info@ndact.com](mailto:info@ndact.com)

Kevin Powers (Strada)

647-673-8407

[Kevin.powers@projectadvocacy.ca](mailto:Kevin.powers@projectadvocacy.ca)

**For release – immediate**

**Media Contact: Laura and Alex Giger**

**[lpmmmedia2023@gmail.com](mailto:lpmmmedia2023@gmail.com)**

**416-577-4443**



**Headline:**

**For the first time! The International Plowing Match & Rural Expo will be held in Dufferin County – Sept 19 – 23, 2023.  
Breathe in Dufferin – Ontario’s Heartland**

Watch history come alive with a showcase on agriculture. Savour a taste of Ontario’s Heartland right at your doorstep.

The International Plowing Match and Rural Expo (IPM) was created by the Ontario Plowmen's Association in 1913 to showcase farmers' passion for the soil, agriculture, and rural living. It has evolved into a massive rural expo, where our main goal continues to be to educate people about agriculture. This is the largest event of its kind in Canada, attracting people from all over the world. Historical attendance numbers exceed 60,000 people over the five-day event.

The International Plowing Match and Rural Expo (IPM) is happening this September in the Townships of Amaranth and Grand Valley within Dufferin County!!

From September 19 to 23, local farmers of Dufferin County open their fields, transforming them into a large exciting rural expo which includes a huge, tented city with virtually non-stop entertaining activities and plowing competitions! Watch plowing through history – old fashioned horse drawn plows to the latest high-tech plows, all competing for the straightest furrows. Spend the day or stay all five days in our full-service RV Park with over 1,000 sites. Come and experience all that is special about the IPM and community of Dufferin County!

“The Headwaters of the Grand offers outstanding agricultural land and a dynamic group of people who will make the 2023 IPM an outstanding event”, said Floyd Wills, President of the Ontario Plowmen’s Association.

The 104th edition of this unique event is a feast for your senses – fun educational activities for the whole family!

- fabulous food
- lively music
- animal exhibits
- local vendors of craftsmen and artisans
- impressive farming demonstrations
- plowing competition
- hundreds of interesting displays and exhibitors
- a rodeo that will keep you on the edge of your seat

JULY 13 2023

INFO #10



We thank the Ontario Plowmen's Association, the Townships of Amaranth and Grand Valley and the County of Dufferin for hosting this event. Dufferin County sits on the edge of the Greater Toronto Area and is known for its agriculture, food, arts, charming settlements, rolling hills, and scenic landscapes (includes parts of the Niagara Escarpment).

We look forward to celebrating our beautiful Heartland and good times with you! Check us out online: <https://www.plowingmatch.org/ipm2023/> .

Follow us on Social Media



[International Plowing Match and Rural Expo 2023](#)



[ipm2023](#)

### **About the International Plowing Match and Rural Expo**

The International Plowing Match and Rural Expo celebrates farming's history with our extensive historical displays and demonstrations. The 2023 IPM also showcases the modern with some of the newest and most advanced plows and agricultural equipment on the market competing.

### **About the Ontario Plowmen's Association**

The OPA is the parent host of the International Plowing Match. Each year the OPA partners with a local plowing association to organize and host the International Plowing Match.

## **News Release: Headwaters' Annual Report 2023 celebrates local connections and highlights**

Orangeville, ON (June 21, 2023) On June 20, Headwaters Health Care Centre released its [2022 – 2023 Annual Report](#) at the Annual Meeting with a special focus on Dufferin County-Caledon connections in the hospital and with the surrounding region. Given the gradual recovery from COVID-19 over the past year, the latest Annual Report shifts away from a pandemic response to embrace return-to-normal programs, services and patient experience.

Within the Annual Report, the community can learn about Headwaters' patient experiences, most recent achievements and future plans, audited financial statements, and ways to get involved in their local hospital and make a difference.

The report's theme "Discover Headwaters" heralds community pride and local connections. It celebrates the hospital's many programs and services available close to home, expressed in a tourism creative concept. Created in partnership with local municipalities and conservation authorities, the report features local destinations beloved by staff and volunteers highlighted in the report.

Once again, the Annual Report content is supported by Headwaters Patient and Family Advisory Partnership to ensure the patient perspective is strongly represented.

In celebration of all things local, the community is also encouraged to complete a reader survey for a chance to win a copy of local outdoor enthusiast Nicola Ross' hiking trail guide.

### **Quotations**

"Headwaters is proud to serve the Dufferin County-Caledon community and surrounding region. This year and every year, offering integrated care close to home remains essential to the patient experience and delivery of care. 'Discover Headwaters' demonstrates the outstanding teamwork, courage, passion and kindness that our staff, physicians and midwives show every day – key reasons why Headwaters is an attractive place to work and grow one's career."

Kim Delahunt, CEO and President, Headwaters Health Care Centre

"It has been an outstanding year. Headwaters Health Care Foundation is thankful for the support received from people and organizations in our community. Without your gifts, we would not have been able to purchase vital equipment needed to provide the best care and help save the lives of patients at Headwaters. We are truly grateful for the continued support, and look forward to continued partnership with our community in the future."

K.C. Carruthers, CEO, Headwaters Health Care Foundation

-30-

### **About Headwaters Health Care Centre**

Headwaters Health Care Centre is an innovative hospital located in Orangeville, Ont. dedicated to quality patient-centred care together with our community in Dufferin County-Caledon. In addition to providing acute and complex continuing care with a 24/7 Emergency Department, and extensive

**One Community, Caring Together**

100 Rolling Hills Drive, Orangeville ON L9W 4X9 • T. (519) 941.2410 • F. (519) 942.0483

[www.headwatershealth.ca](http://www.headwatershealth.ca) •   @HeadwatersHCC

JULY 13 2023

INFO #11

Ambulatory Care outpatient services, Headwaters is accredited with Exemplary Standing by Accreditation Canada, certified as a Breast Assessment Centre by the Ontario Breast Screening Program, and will be offering MRI services in the near future. Headwaters is also a proud partner in the Hills of Headwaters Collaborative Ontario Health Team. Learn more at [headwatershealth.ca](http://headwatershealth.ca) and support the hospital at [hccfoundation.com](http://hccfoundation.com)

**Media contact**

[Valerie Lam-Bentley](#)

Communications Specialist

Headwaters Health Care Centre

(519) 941-2410 ext. 2248



# MINOR VARIANCE NOTICE OF DECISION

A07.2023

## The Decision:

The Municipality of Grey Highlands Committee of Adjustment has made a decision regarding an application for minor variance. The minor variance has been considered under the requirements of the *Planning Act RSO 1990 c.P.13* and applicable regulations. The purpose of this notice is to provide you with a copy of the decision.

Date of Passing: Tuesday June 13, 2023

Last Date of Appeal: Monday July 3, 2023

## The Purpose and Effect:

### File Number: A07.2023

The subject application relates to the property with the municipal address 249555 Melancthon-Osprey Townline, legally described as PT LT 68 CON 3 SDR OSPREY PT 1 17R1694; GREY HIGHLANDS, and having roll number 4208 140 002 05902.

### The effect of the minor variance is to provide the following relief:

The proposed variance seeks relief under section 45 (1) of the Planning Act from the Municipality of Grey Highlands Zoning By-law 2004-50 to permit the construction of an accessory structure.

Development of the proposed workshop will be permitted subject to the following:

- Notwithstanding the provisions of section 5.6 a) vii. Of the Zoning By-law 2004-50 which requires that accessory structures to have a maximum height of 7 metres, the subject property shall require a maximum height of 9 metres for accessory structures.
- Notwithstanding the provisions of section 5.6 a) ix. which does not allow accessory structures to be built closer to the front lot line than the main dwelling in the Rural Residential Zone (RUR), the subject property shall permit accessory structures to be located closer to the front lot line than the main dwelling.



# MINOR VARIANCE NOTICE OF DECISION

A07.2023

**MINOR VARIANCE APPROVAL IS HEREBY GRANTED.**

**In making the decision upon this application for minor variance, the Committee is satisfied that the matters pursuant to Section 45 of The Planning Act have been satisfied.**

Paul McQueen, Chair	original signed by _____
Paul Allen, Member	original signed by _____
Nadia Dubyk, Member	original signed by _____
Darren Hewgill, Member	original signed by _____
Dave Clarke, Member	original signed by _____

*As Secretary-Treasurer of the Municipality of Grey Highlands Committee of Adjustment, I hereby certify this to be a true copy of the decision of the Committee of Adjustment.*

*Danielle Thompson*

\_\_\_\_\_  
Danielle Thompson, Secretary-Treasurer  
Committee of Adjustment



# MINOR VARIANCE NOTICE OF DECISION

A07.2023

## Your Rights to Appeal:

The last date for filing a notice of appeal of a decision of the Committee of Adjustment shall be no later than 20 days after the giving of notice of decision. The notice of appeal must be filed with the Municipality Secretary-Treasurer, must set out the reasons for the appeal, and must be accompanied by the fee required by the Ontario Land Tribunal.

Any person or public body who has an interest in the matter may appeal the decision of the Committee of Adjustment to the Ontario Land Tribunal.

For more information on making an appeal, please visit:

<https://olt.gov.on.ca/>.

## For More Information:

Visit our website:

<https://greyhighlands.civicweb.net/filepro/documents/318044/>

Contact the Planning Department:

Phone: 519-986-1216 x228

Email: [planning@greyhighlands.ca](mailto:planning@greyhighlands.ca)

Website: [www.greyhighlands.ca](http://www.greyhighlands.ca)

To request this information in an alternative format or to obtain additional assistance in acquiring the information needed email [communications@greyhighlands.ca](mailto:communications@greyhighlands.ca) or call 519-986-2811 ext. 111

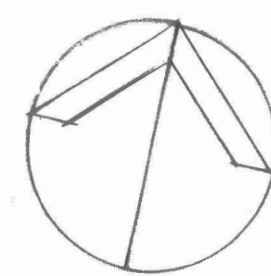
**Notice dated: June 21, 2023**



**SITE PLAN**  
**McLean Residence**  
 249555 Melancton / Osprey Townline  
 Grey Highlands

SCALE: 1:750 M  
 DATE: SEPT 12, 2022  
 DRAWN BY: DAC  
 CHECKED BY: KR

**ROSENBRICK & Co.**  
 Landscape Architecture & Site Planning  
 519/942-4486 Email: rosenbrock.co@bellnet.ca



S1

Base Information from: PJ William Survey dated Jan 1984 superimposed on First Base Solutions Aerial for Lot 68, Concession 3 dated February 3, 2022 Data: Spring 2010 Orthophoto, Spring 2002 Contours

## Denise Holmes

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**From:** Sarah Bannon <sbannon@mulmur.ca>  
**Sent:** Thursday, June 22, 2023 9:08 AM  
**To:** Denise Holmes  
**Cc:** Roseann Knechtel  
**Subject:** Council Endorsement - Fire Prevention and Protection Services

Good Morning,

Please be advised that at Mulmur's Council meeting on June 7, 2023 Council passed the following motion to endorse the Township of Melancthon's resolution regarding Fire Prevention and Protection Services.

### **Township of Melancthon: Fire Prevention and Protection Services**

**Moved by Hawkins and Seconded by Lyon**

THAT Council endorse item 12.7: Township of Melancthon – Fire Prevention and Protection Services. **CARRIED.**

Regards,  
Sarah

#### **Sarah Bannon | Public Administration Summer Student**

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

*Phone 705-466-3341 ext. 225 | Fax 705-466-2922 | [sbannon@mulmur.ca](mailto:sbannon@mulmur.ca)*

[Join our email list](#) to receive important information and keep up to date on the latest Township news.

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



# Notice of Public Open House



## Municipality of Grey Highlands New Zoning By-law

### First Draft New Zoning By-law

#### Review Process and Public Involvement

The New Zoning By-law is currently in **draft**. The New By-law has been drafted with the primary objectives of aligning with higher-level policy documents, balancing private property rights and the public interest, making a clear and understandable document, and maximizing effectiveness, efficiency, and fairness in our planning framework.

Council and Staff of the Municipality of Grey Highlands invite the public to have their say in the review of the New Zoning By-law.

If you have questions, concerns, or ideas that relate to land-use related issues in the Municipality, then this is the time to get involved.

The Zoning By-law has a significant influence on the built environment, the economy, and private property rights. Societal needs are constantly changing, and land use policies must be updated to respond to these needs. The *Planning Act* also mandates that the Municipality regularly updates its Zoning By-law in a comprehensive manner to align with higher-level land use planning policies. Grey Highlands is due for a New Zoning by-law to address the needs of its citizens and to comply with the direction of the *Planning Act*.

#### Open House Details

You are invited to attend the Public Open House for a presentation on the New Zoning By-law. You may provide comment at the Open house on the Zoning By-law update process.

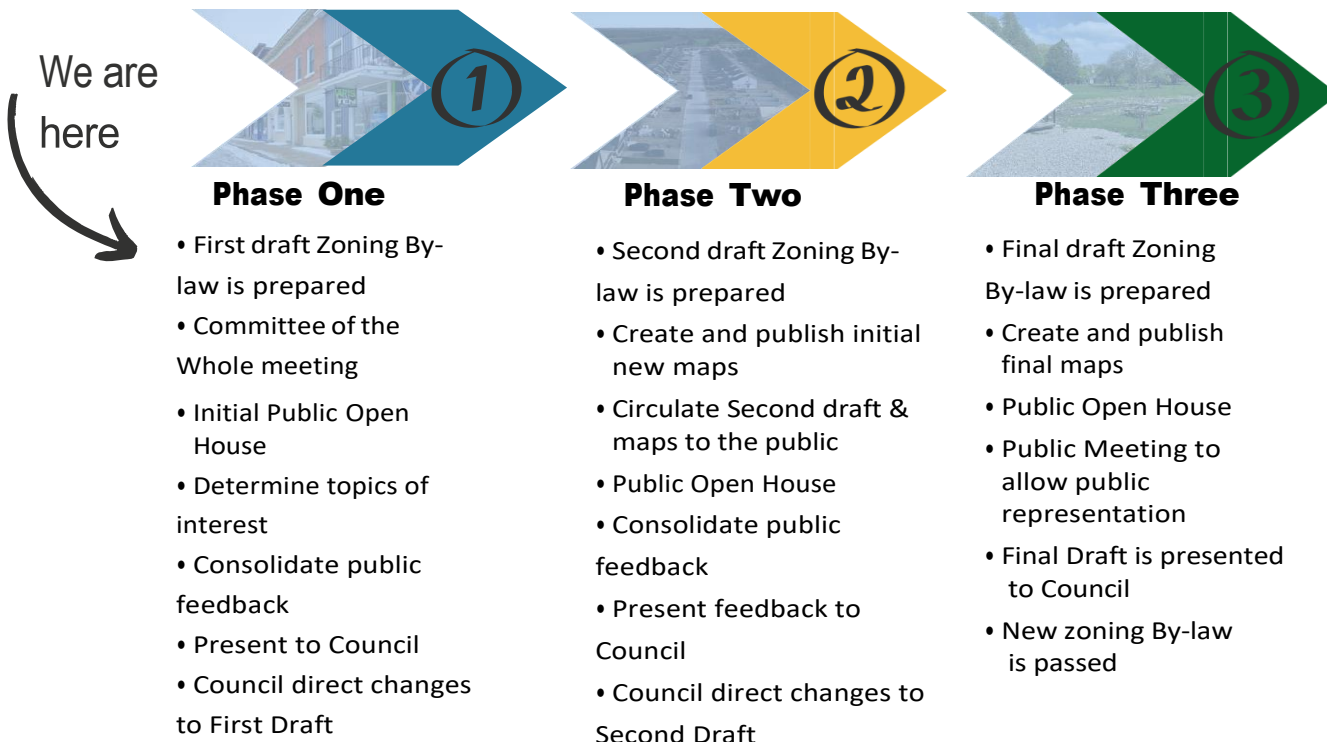
**When:**

Thursday July 13, 2023 at 5:00 - 8:00 PM.

**Where:**

102 Highland Drive,  
Flesherton  
(In the Kinplex)

## Three phases of Public Review Process



JULY 13 2023

INFO #14

# Zoning By-law Background

The Zoning By-law regulates the use of land within the Municipality by prohibiting the use of land for any purpose except for those that are set out in the By-law. Zoning By-laws generally regulate the use of land through the following provisions:

1. The area that is governed by the Zoning By-law is divided into “zones” that are shown in maps.
2. A list of permitted uses is defined for each zone. Unlisted uses are prohibited.
3. The size and location of buildings are regulated by imposing max. or min. heights, property line setbacks, and proportions of the total lot area that can be built upon.
4. Minimum or maximum amount of parking may be required for a given land use or property.
5. “Holding” provisions may be applied to prohibit the use of land for any purpose until such time that a specific condition is met.

## More notable changes

1. The base set of zones have been modified; with some zones being merged into a singular “Agricultural” zone that will permit and regulate the various uses permitted in the five existing countryside zones.
2. Defined terms have been revised for clarity.
3. Fourplexes are permitted in any residential zone with full municipal water and wastewater.
4. Additional permissions for Accessory buildings and Additional Dwelling Units.
5. Home Industries with max. gross floor area of 250 sq. meters are permitted in the Agricultural zone without requiring a zoning amendment.
6. Minimum Distance Separation requirements apply to all new dwellings in the countryside.
7. Permitted Home Business uses are expanded.
8. Large renewable energy systems are only permitted by site-specific zoning amendments.
9. Holding provisions are applied to natural heritage features.
10. The minimum parking requirements are significantly reduced.

## What the project doesn't include:

Requests to change zoning on specific properties that are more appropriately dealt with through private development applications.

## Additional Information

Information related to the New Zoning By-law, including the First Draft of the New Zoning By-law, is publicly available at [zongreyhighlands.ca](http://zongreyhighlands.ca).

The webpage will be regularly updated with information such as learning resources, maps, and meeting dates.

## Stay up-to-date

For general planning-related inquiries, please contact the Planning Department at [planning@greyhighlands.ca](mailto:planning@greyhighlands.ca) or 519-986-1216 ext. 228

For further information that is specifically related to the New Zoning By-law, including information about appeal rights, please contact the Planning Department at [zonegh@greyhighlands.ca](mailto:zonegh@greyhighlands.ca)

Interested individuals can subscribe to email notifications on matters that relate to the New Zoning By-law.

# #zonewithus

## Denise Holmes

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**From:** Eowyn Spencer <espencer@grandriver.ca>  
**Sent:** Friday, June 23, 2023 12:37 PM  
**To:** clerks@brantford.ca; stephen.o'brien@guelph.ca; clerk@hamilton.ca; clerks@brant.ca; csenior@oxfordcounty.ca; eeichenbaum@haldimandcounty.on.ca; lcline@northperth.ca; Tracey.Rodrigues@norfolkcounty.ca; graham.milne@halton.ca; regionalclerk@regionofwaterloo.ca; lisa.campion@erin.ca; mtownsend@townofgrandvalley.ca; nmartin@amaranth.ca; kokane@centrewellington.ca; pavgoustis@eastgarafraxa.ca; aknight@get.on.ca; lwheeler@mapleton.ca; Denise Holmes; acarter@pertheast.ca; admin@puslinch.ca; lgreen@southgate.ca; kwallace@wellington-north.com  
**Cc:** dlundy@southgate.ca; blambert@wellington-north.com; mgivens@pertheast.ca; alison.newton@brant.ca; bhutchings@brantford.ca; mbaron@mapleton.ca; nmartin@amaranth.ca; blauckner@regionofwaterloo.ca; pavgoustis@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; baddley@oxfordcounty.ca; ccase@haldimandcounty.on.ca; al.meneses@norfolkcounty.ca; Angela Coleman; BFox@conservationontario.ca  
**Subject:** Grand River CA Progress Report #5 - O.Reg 687/21 under the Conservation Authorities Act  
**Attachments:** GM-06-23-47 - Progress Report 5\_Requirement under OReg 6878\_21.pdf

Greetings Grand River watershed participating municipalities:

Please be advised that at the General Meeting held on June 23, 2023, the Grand River Conservation Authority (GRCA) General Membership passed the following motion:

*THAT Progress Report #5 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 Progress Report #4 is attached for your information. In accordance with O.Reg 687/21 under the *Conservation Authorities Act*, it 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

# Grand River Conservation Authority

**Report number:** GM-06-23-47

**Date:** June 23, 2023

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

**Subject:** Progress Report #5- Ontario Regulation 687/21

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## Recommendation:

THAT Progress Report #5 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.

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

- No changes at this time.

### 3) Update on the 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 staff have met with and circulated to all participating municipalities a draft MOU agreement for Category 2 Programs and Services. Municipal comments are requested by the end of June.
  - 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

**Denise Holmes**

---

**From:** Transportation Master Plan <tmp@simcoe.ca>  
**Sent:** Friday, June 23, 2023 11:14 AM  
**Subject:** Simcoe County Transportation Master Plan (TMP) Update: Phase 2 and Phase 3

# Transportation Master Plan



Good morning,

We would like to inform you that the project team has successfully completed the second and third phases of the update for the County of Simcoe's Transportation Master Plan (TMP).

IBI Group has prepared a Phase 2 and Phase 3 report, as well as an Engagement Summary report, which are now accessible on the [TMP webpage](#). [Phase 2 report](#) identifies the preferred transportation infrastructure recommendations that best address the transportation issues, needs and constraints through the evaluation of transportation network alternatives. On the other hand, [Phase 3 report](#) outlines strategies and actions to help attain the Transportation Vision and Goals of the TMP study, and to assist in the implementation of the road, transit and active transportation networks developed in Phase 2. The [Engagement Summary report](#) serves as a record and summary of the consultation undertaken during Phases 1 through 3 of the Transportation Master Plan Update study.

We kindly request your feedback on the Phase 2 and Phase 3 reports. We highly value your input, and we would appreciate it if you could share your comments with us via email at [tmp@simcoe.ca](mailto:tmp@simcoe.ca) by July 21, 2023.

Thank you,

## **Transportation Master Plan Update**

County of Simcoe

1110 Highway 26, Midhurst, Ontario L9X 1N6

Phone: 705-726-9300 Ext. 1157 Fax: 705-727-4276

Email: [tmp@simcoe.ca](mailto:tmp@simcoe.ca)

<http://www.simcoe.ca/tmp>

Notice of Collection/Use/Disclosure: All information is collected in accordance with the Environmental Assessment Act, RSO 1990 Chapter E.18 Part II Section 5.1. Information will be used to inform the project team in the development of recommendations to support the study vision and objectives. All submissions become part of the public record, and disclosed in full in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

## Denise Holmes

---

**From:** Eowyn Spencer <espencer@grandriver.ca>  
**Sent:** Tuesday, June 27, 2023 10:56 AM  
**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); Igreen@southgate.ca; Lisa Campion; mtownsend@townofgrandvalley.ca; nmartin@amaranth.ca; Office of the Clerk (clerks@brantford.ca); Peter Avgoustis; Regional Clerk; Stephen.O'Brien@guelph.ca; Tracey Rodrigues  
**Cc:** Karen Armstrong  
**Subject:** Notification of GRCA General Membership Attendance  
**Attachments:** June 2023\_GRCA Members' Attendance.pdf

Hello Grand River Watershed Member Municipalities,

In accordance with Grand River Conservation Authority By-Law 1-2023 section c.12, attached is the semi-annual members' attendance record. This message should be received by Clerks of Grand River watershed participating municipalities; 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

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](#)

**Grand River Conservation Authority  
Members Attendance  
January 1 - December 31, 2023**

First Name	Last Name	January 27	February 24	March 24	April 28	May 26	June 23	July	August 25	September 22	October 27	November 24	December 15	Total Attendance
		Committees of the Board												
Bruce	Banbury	x	x	x	x	x	x							6
Christine	Billings	x	x	x	x	x	x							6
Gino	Caputo	x	x	x	x	x	<b>A</b>							5
John	Challinor II	x	x	x	x	x	x							6
Ken Yee	Chew	<b>A</b>	x	<b>A</b>	x	<b>A</b>	x							3
Brian	Coleman	x	x	x	x	<b>A</b>	x							5
Doug	Craig	x	x	x	x	x	x							6
Kevin	Davis	x	x	x	<b>A</b>	<b>A</b>	x							4
Mike	Devine	x	x	x	x	x	x	N						6
Jim	Erb	x	x	x	x	x	x	O						6
Susan	Foxtan	x	x	x	x	x	x							6
Guy	Gardhouse	x	x	x	x	x	x	M						6
Gord	Greavette	x	x	x	x	x	x	E						6
Lisa	Hern	x	x	<b>A</b>	x	x	x	E						5
Colleen	James	x	<b>A</b>	<b>A</b>	x	<b>A</b>	<b>A</b>	T						2
Daniel	Lawrence	x	x	x	x	x	x	I						6
David	Miller	x	x	x	x	x	<b>x</b>	N						6
Natasha	Salonen	x	x	x	x	x	<b>A</b>	G						5
Sandy	Shantz	x	x	x	<b>A</b>	x	<b>A</b>							4
Rob	Shirton	x	x	x	x	x	x							6
Jerry	Smith	x	x	x	x	x	x							6
Shawn	Watters	x	x	x	x	x	x							6
Chris	White	x	x	x	x	x	x							6
Kari	Williams	x	x	x	x	x	x							6
Alex	Wilson	x	x	<b>A</b>	<b>A</b>	<b>A</b>	x							3
Pam	Wolf	x	x	x	x	<b>A</b>	x							5
<b>Total</b>		<b>25</b>	<b>25</b>	<b>22</b>	<b>23</b>	<b>22</b>	<b>22</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

x = Present      **A** = Absent

*\*Meetings shaded have been held virtually and do not pay mileage*  
*\*Meetings shaded have been hybrid and mileage may occur*





## **MEDIA RELEASE**

FOR IMMEDIATE RELEASE

### **NVCA stewardship manager Fred Dobbs receives distinguished award from the Natural Channels Initiative**

*Dobbs was recognized for his outstanding commitment to advancing the field of natural channel restoration.*

UTOPIA, Ontario (June 28, 2023) – Yesterday, Fred Dobbs, Manager of Stewardship Services at the Nottawasaga Valley Conservation Authority (NVCA) received an Award of Recognition at the Natural Channels Systems Conference — a national event held every four years.

“Over his ongoing 37-year career, Fred has worked with many conservation partners and funders to restore stream and floodplain habitat in the Nottawasaga Watershed,” said Doug Hevenor, CAO of NVCA. “His personal commitment to the field almost matches the passion he brings to his work. Fred is always willing to share his knowledge with newcomers, with an infectious enthusiasm.”

While at NVCA, Fred coordinated the natural channel design for the Black Ash Creek Floodway in Collingwood, constructed floodplains on Beeton Creek in New Tecumseth and completed multiple dam removal projects among countless other smaller projects.

Most recently, Fred and his team are working at restoring 10 km of the Nottawasaga River and just completed one of southern Ontario’s largest trout stream restoration projects. They also worked on species at risk protection initiatives, including Lake Sturgeon research and brook lamprey habitat creation.

In addition to strong field skills, Fred and his team use existing support to develop funding applications designed to leverage additional dollars. Every dollar provided through municipal levy typically generates four dollars of external funding for projects!

“This award is a testament to the partners, funders and volunteers in the Nottawasaga Valley as well as NVCA staff and board members, who contributed to and supported the restoration projects,” said Dobbs. “I enjoy giving a little back to our natural environment by coordinating the restoration of the Nottawasaga River and its tributaries. One side benefit is that I get to enjoy flyfishing in these beautiful watercourses!”

Fred received his award at the Natural Channels System Conference banquet in Guelph. The Natural Channels Initiative is supported by the Canadian Water Resources Institute

**About NVCA:** The Nottawasaga Valley Conservation Authority is a public agency dedicated to the preservation of a healthy environment through specialized programs to protect, conserve and enhance our water, wetlands, forests and lands.

**Media contact:** Maria Leung, Communications Coordinator 705-424-1479 ext.254,  
[mleung@nvca.on.ca](mailto:mleung@nvca.on.ca)

## Denise Holmes

---

**From:** MTO Engineering (MTO) <mto.engineering@ontario.ca>  
**Sent:** Thursday, June 29, 2023 12:06 PM  
**To:** mhargrave@dufferincounty.ca  
**Cc:** Jones, Sylvia (MOH); Proietti, Michelle (MTO); laura.hall@caledon.ca; sburns@dufferincounty.ca; abyl@shelburne.ca; ckhan@orangeville.ca; Denise Holmes; fred.simpson@townofmono.com; jwilloughby@shelburne.ca; jkennedy@eastgarafraxa.ca; klandry@orangeville.ca; kmirska@townofgrandvalley.ca; mtownsend@townofgrandvalley.ca; nmartin@amaranth.ca  
**Subject:** MTO Response 806 re The operational safety of Highway 10  
**Attachments:** MTOResponse 806.pdf

Dear Michael Hargrave:

Thank you for your email regarding the operational safety of Highway 10. Please see attached a response from Alain Beaulieu, Director, Design and Engineering Branch.

Thank you,

Kelli McLoughlin  
Branch Administrative Coordinator (A)  
Director's Office  
Design and Engineering Branch  
Cell: 807-620-7064  
Email: [kelli.mcloughlin@ontario.ca](mailto:kelli.mcloughlin@ontario.ca)

**Ministry of Transportation**

Transportation Infrastructure  
Management Division

Design and Engineering Branch

301 St. Paul Street 2<sup>nd</sup> Floor  
St. Catharines ON L2R 7R4  
Tel.: 905-704-2976

**Ministère des Transports**

Division de la gestion de  
l'infrastructure de transport

Direction de conception et d'ingénierie

301 rue St. Paul, 2<sup>e</sup> étage  
St. Catharines ON L2R 7R4  
Tél. : 905-704-2976



June 29, 2023

107-2023-806

Michelle Hargrave

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

Dear Michael Hargrave:

Thank you for your email regarding the operational safety of Highway 10. I appreciate the opportunity to respond on behalf of the Ministry of Transportation.

The ministry is committed to completing two Operational Performance Reviews (OPRs) for the respective sections of Highway 10. The first OPR will look at the Highway 10 intersection at Valleywood Boulevard northerly to its intersection with Highway 9. The second OPR will address the intersection of Highway 10 and Highway 9 northerly to the intersection of Highway 10 and Southgate Road 24/Melancthon Artemesia Townline. It is expected the data collection needed to facilitate this operational review is expected to be completed this summer (2023). Once the OPRs are completed the ministry will share the results with Dufferin County.

If you have any other questions or concerns, please don't hesitate to contact Michelle Proietti, Head of Traffic West at (705) 491-7169 or via email at [michelle.proietti@ontario.ca](mailto:michelle.proietti@ontario.ca).

Sincerely,

A handwritten signature in blue ink, appearing to read "Alain Beaulieu".

Alain Beaulieu, P.Eng.  
Director, Design and Engineering Branch

c: Sylvia Jones (MOH)  
Michelle Proietti (MTO)

**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

July 4, 2023

Good Afternoon,

Today, the government released a draft technical bulletin on the Environmental Registry of Ontario to support municipalities and conservation authorities with flood hazard mapping activities. The "[ERO Posting #019-4706: Technical bulletin - Flooding hazards: data survey and mapping specifications](#)", would replace Chapter J of the existing "*River and Stream Systems: Flooding Hazard Limit*" technical guideline.

The technical bulletin is to be applied when delineating the flooding hazard through mapping new, or updating existing, maps. It is intended to assist technical personnel experienced in mapping and geomatics in undertaking flood hazard surveying and mapping in Ontario, and if accepted, will become the definitive source of flood hazard data, survey and mapping guidance for use in Ontario.

A critical step in protecting people and property from flooding starts with identifying where flooding is expected to occur. This is most often achieved through flood mapping Actions in [Protecting People and Property: Ontario's Flooding Strategy](#) commit the province to updating existing technical guidance used to support implementation of the natural hazard policies outlined within the proposed Provincial Planning Statement 2023. The MNRF is taking a multi-staged approach to updating its guidance.

Feedback on the draft technical bulletin will be accepted until September 5, 2023 through the Environmental Registry.

Sincerely,

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

## Denise Holmes

---

**From:** Planning Account <planning@shelburne.ca>  
**Sent:** Thursday, June 15, 2023 10:58 AM  
**To:** Planning Account  
**Subject:** A23/01 & SPA 23/04 - KTH - Circulation  
**Attachments:** A23 01 - Circulation Response Form.pdf; A23 01 - Public Meeting Mailing Notice - Mailing.pdf; SPA 23 04 - Circulation Response Form.pdf; A23 01 and SPA 23 04 - Circulation Letter.pdf

Good afternoon,

The Town of Shelburne has received applications for Minor Variance (A23/01) and Site Plan Approval (SPA 23/04) for the property located at 300 Second Line.

Further information about these applications is outlined in the attached circulation letter, and response forms are also attached.

Please find enclosed a link to the plans and information submitted by the applicant.

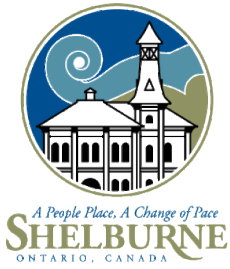
<https://spaces.hightail.com/receive/ICXtm9oxc0>

Your comments would be appreciated by July 7, 2023.

Thank you,

**Garrett Garrard, Planning Coordinator**

**Phone: 226-243-7389 | [planning@shelburne.ca](mailto:planning@shelburne.ca)**



## THE CORPORATION OF THE TOWN OF SHELBURNE

### NOTICE OF PUBLIC MEETING

### UNDER SECTION 45 OF THE PLANNING ACT

**Take notice** that the Committee of Adjustment of the Corporation of the Town of Shelburne will hold a public meeting on:

**MONDAY, JUNE 26, 2023**

The public meeting is scheduled to start at 6:30 p.m., or as shortly thereafter as possible, and will be held in an online virtual meeting format, as outlined below. The purpose of the meeting is to consider the following planning application:

#### COMMITTEE OF ADJUSTMENT

**Application for Minor Variance A23/01** – Schorn Consultants Inc., on behalf of KTH Shelburne Manufacturing Inc., has submitted a Minor Variance application for the property located at 300 Second Line, to request relief from Zoning By-law 38-2007 for a proposed expansion to the existing industrial manufacturing plant. The application is seeking relief from the regulation in Section 4.11.2 vi) of the Zoning By-law, which requires a minimum rear yard of 7.5 metres, to allow the north-west corner of the proposed building expansion to be located as close as 6.3 metres to the rear lot line. As the rear wall of the proposed building expansion and the rear lot line are not parallel, the rear yard for the proposed building expansion widens to 18.6m at the southwest corner of the building. The application also seeks relief from the parking requirements in Table 4 of Section 3.15.9 of the Zoning By-law, which requires 1 parking space per 100 square metres of gross floor area for buildings over 3,000 square metres in gross floor area used for manufacturing purposes and would require 142 additional parking spaces including 1 additional designated barrier-free accessible parking space to be provided on the property for the proposed 14,214.81 square metre building addition. With 361 existing parking spaces provided on site, including 5 designated accessible parking spaces, the applicant has noted that the existing on-site parking is surplus to the needs of the business including employee and visitor parking needs for both the existing building and the proposed expansion. Therefore, the application proposes that no additional parking spaces will be provided for the building expansion. The proposed expansion is also the subject of a related application for Site Plan Approval (File No. SPA 23/04). The Site Plan provides the details of the proposed development and includes a Noise & Vibration Assessment Report which concludes that the facility will not produce any adverse impacts with respect to noise or vibration at any of the nearby sensitive land uses (residential dwellings and existing elementary school to the north) and will maintain compliance with the applicable sound level limits.

A map showing the location of the subject property is provided below.

At the meeting you will be given the opportunity to ask questions and indicate whether you support or oppose the application. Written submissions, questions and comments will be accepted by the Secretary-Treasurer up to 4pm on the day of the Public Meeting and will be given consideration by the Committee of Adjustment prior to a decision being made.

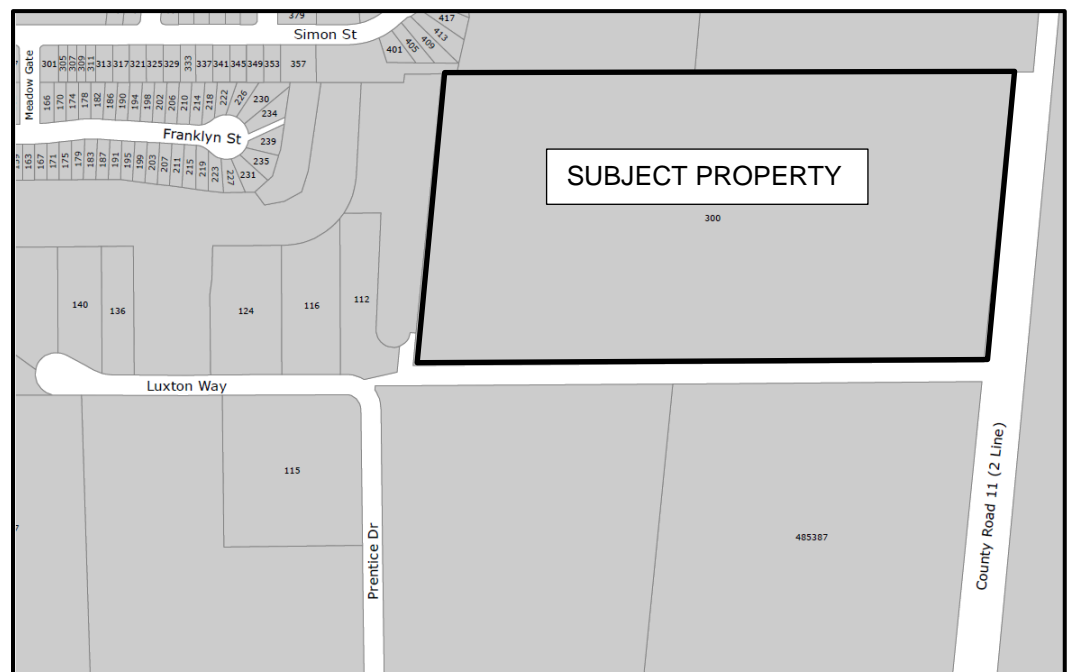
If a person or public body that files an appeal of a decision of the Committee of Adjustment of the Town of Shelburne in respect of the proposed minor variance application does not make written submissions to the Committee of Adjustment of the Town of Shelburne before it grants or refuses to grant approval of the application, the Ontario Land Tribunal may dismiss the appeal. If you wish to be notified of the decision of the Committee of Adjustment in respect of the proposed minor variance, you must make a written request to the Secretary-Treasurer.

The agenda package including a copy of the staff report will be available on the Town's website prior to the meeting.

Dated at the Town of Shelburne on June 15, 2023.

Jennifer Willoughby,  
Committee of Adjustment  
Secretary-Treasurer  
Town of Shelburne  
203 Main Street East  
Shelburne, ON L9V 3K7

Phone: 519-925-2600  
Email: [clerk@shelburne.ca](mailto:clerk@shelburne.ca)





# TOWN OF SHELburnE

## Planning & Development Department

June 15, 2023

CIRCULATED BY E-MAIL TO:

- County of Dufferin
- NVCA
- MTO
- OPG
- Hydro One
- Enbridge
- Shelburne EDC
- Heritage Committee
- Engineering
- Legal
- Fire Dept
- Police
- Council
- Public Works

### APPLICATION FOR MINOR VARIANCE & SITE PLAN APPROVAL CIRCULATION

**FILE NO: A23/01 & SPA 23/04 – KTH MANUFACTURING INC.**  
**PROJECT: MINOR VARIANCE & SITE PLAN – 300 SECOND LINE, SHELburnE**

Please take notice that applications for Minor Variance and Site Plan Approval have been submitted by Schorn Consultants Inc. on behalf of KTH Shelburne Manufacturing Inc. for a proposed expansion of the existing manufacturing plant located at 300 Second Line, Shelburne:

- 1) **Application for Minor Variance A23/01** – The Minor Variance application is seeking relief from the minimum rear yard and minimum parking space requirements of the Zoning By-law, for the proposed industrial building expansion.
- 2) **Application for Site Plan Approval SPA23/04** – The Site Plan application provides the details of the proposed building expansion and associated site works, and proposes to amend the existing 1997 site plan as previously amended in 1999, 2006, 2014 and 2018.

A copy of the completed applications submitted by the applicant is attached along with the complete application information. Please contact me should you require additional information to complete your review.

I would appreciate any comments, concerns, or conditions you may have by:

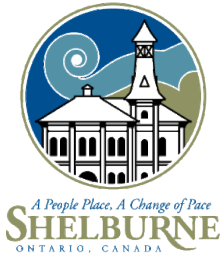
- **JUNE 23, 2023, for Minor Variance Application A23/01; and,**
- **JULY 7, 2023, for Site Plan Application SPA 23/04.**

Please provide comments in an electronic format via email to [planning@shelburne.ca](mailto:planning@shelburne.ca). Alternatively, if you have no comment or objection, please complete the attached response sheet and forward via email to [planning@shelburne.ca](mailto:planning@shelburne.ca).

Should you have any questions or require any additional information, please contact me.

Steve Wever, MCIP, RPP  
Town Planner  
Attachment(s)





# TOWN OF SHELburne

## PLANNING & DEVELOPMENT

### Site Plan Approval & Minor Variance Circulation Response Form

**Files:** A23/01

**Project:** Application for Minor Variance  
300 2<sup>nd</sup> Line,  
Part of Lot 31, Concession 2, Part 1, Plan 7R-4359  
Town of Shelburne

If you have no comments or objection to the approval of the above noted application please complete this form and email it to the **Town Planner** at the Town of Shelburne by, **JUNE 23<sup>RD</sup>, 2023**.

**Email:** [planning@shelburne.ca](mailto:planning@shelburne.ca)

---

***By signing this document I acknowledge that as a representative of the noted organization / body / or person, I have reviewed this application and as a result have no comments or concerns related to this matter.***

---

Agency Name  
*(Please Print)*

---

Representative Name  
*(Please Print)*

---

Representative Title  
*(Please Print)*

---

Signature

---

Date



# TOWN OF SHELburne

## PLANNING & DEVELOPMENT

### Site Plan Approval & Minor Variance Circulation Response Form

**Files:** SPA 23/04

**Project:** Application for Site Plan Approval  
300 2<sup>nd</sup> Line,  
Part of Lot 31, Concession 2, Part 1, Plan 7R-4359  
Town of Shelburne

If you have no comments or objection to the approval of the above noted application please complete this form and email it to the **Town Planner** at the Town of Shelburne by **JULY 7<sup>TH</sup>, 2023**.

**Email:** [planning@shelburne.ca](mailto:planning@shelburne.ca)

---

***By signing this document I acknowledge that as a representative of the noted organization / body / or person, I have reviewed this application and as a result have no comments or concerns related to this matter.***

---

Agency Name  
*(Please Print)*

---

Representative Name  
*(Please Print)*

---

Representative Title  
*(Please Print)*

---

Signature

---

Date



**COMMITTEE OF ADJUSTMENT DECISION  
THE CORPORATION OF THE TOWN OF SHELBURNE**

**IN THE MATTER OF** Subsection 45(5) of the Planning Act, R.S.O. 1990, C.P.13, as amended; and

**IN THE MATTER OF** Zoning By-law 38-2007, as amended; and,

**IN THE MATTER OF** application for minor variance by Schorn Consultants Inc., on behalf of KTH Shelburne Manufacturing Inc., dated May 22, 2023.

Schorn Consultants Inc. has submitted an application for a Minor Variance on behalf of KTH Shelburne Manufacturing Inc., the owner of the property at 300 Second Line, to request relief from Section 4.11.2 vi) of Zoning By-law 38-2007, which requires a minimum rear yard of 7.5 metres, to allow the north-west corner of a proposed industrial building expansion on the lot to be located as close as 6.7 metres to the rear lot line. The Minor Variance application is also seeking relief from Sections 3.15.9 and 3.15.10 of Zoning By-law 38-2007, which require 142 additional parking spaces including 1 additional designated barrier-free accessible parking space, based on the gross floor area of the proposed industrial building expansion. All other minimum requirements for the Zoning By-law shall be met. The proposed expansion is also the subject of a related application for Site Plan Approval (File No. SPA 23/04).

Moved by: Walter Benotto Seconded by: Kyle Fegan

After considering the application the Committee is satisfied that the request is minor in nature, desirable for the appropriate and continued use of the subject property and maintains the general intent and purpose of the Zoning By-law and Official Plan.

Accordingly, the Committee resolves to grant the request. The minor variance is granted in accordance with the site plan provided to the Committee and attached hereto, subject to the following conditions:

- 1) That the proposed industrial building expansion having a gross floor area of 14,214.81 square metres and related site works shall be completed in accordance with an approved Site Plan.
- 2) That the minimum rear yard depth at the closest point between the proposed building expansion (northwest corner) and the rear lot line shall be 6.7 metres and shall be a minimum of 18 metres at the furthest point (southwest corner) and that this relief shall only apply to the proposed building expansion to be constructed in accordance with an approved Site Plan.
- 3) That the relief from the minimum parking requirement of 142 additional parking spaces including one additional designated barrier free parking space for the proposed building expansion is subject to the requirement to maintain a minimum of 361 existing parking spaces including 5 designated barrier-free parking spaces on the lot in accordance with an approved Site Plan. Further, the parking relief shall be limited to the existing and proposed expanded automotive parts manufacturing and storage uses on the lot. Any change in use of the building including the proposed expansion shall be subject to the requirement to provide additional parking spaces in accordance with the Zoning By-law based on the applicable parking standards for the use and the gross floor area of the building.
- 4) That the owner shall obtain confirmation of sufficient reserve servicing capacity by the Town Engineer for the allocation of servicing, unit prior to Municipal Approval of a building permit.
- 5) That the owner shall obtain a building permit for the industrial expansion within one (1) year of satisfying condition #4, failing which the servicing allocation shall be revoked and this Minor Variance shall lapse unless the Committee grants an extension prior to expiry.

Application **APPROVED** on conditions as stated. Dated at the Town of Shelburne on the 26th day of June, 2023.

THE DECISION IS SUBJECT TO APPEAL TO THE ONTARIO LAND TRIBUNAL BY FILING WITH THE SECRETARY-TREASURER OF THE COMMITTEE OF ADJUSTMENT A WRITTEN NOTIFICATION, GIVING REASONS FOR THE APPEAL, ACCOMPANIED WITH THE PRESCRIBED FEE ON OR BEFORE: **JULY 17, 2023.**

*Wade Mills*  
.....  
**W. Mills, Chairman**

Absent  
.....  
**S. Hall, Vice-Chairman**

*Walter Benotto*  
.....  
**W. Benotto, Member**

*Kyle Fegan*  
.....  
**K. Fegan, Member**

*Lindsay Wegener*  
.....  
**L. Wegener, Member**

*Dan Sample*  
.....  
**D. Sample, Member**

*Len Guchardi*  
.....  
**L. Guchardi, Member**

I certify this to be a true copy of the Committee's decision given on June 26th, 2023.

*Jennifer Willoughby*  
.....  
**J. Willoughby, Secretary-Treasurer**

Date of mailing is June 27, 2023.

## Denise Holmes

---

**From:** Roseann Knechtel <rknechtel@mulmur.ca>  
**Sent:** Friday, July 7, 2023 8:46 AM  
**To:** Denise Holmes  
**Subject:** Motion for Council

Hi Denise,

We have one more item coming out of our last Council meeting for Melancthon Council's consideration. Please let me know if you have any questions or concerns. I have also included the original email request below for context.

### 9.3 Special Events

Council discussed the need for tables and chairs at the International Plowing Match. Request from IPM to use the tables and chairs located at the North Dufferin Community Centre.

#### **Moved by Cunningham and Seconded by Hawkins**

THAT Council approve the request from the International Plowing Match to borrow the tables and chairs from the North Dufferin Community Centre at no cost, pending approval from the Township of Melancthon;

AND THAT Council forward the request to the Council of the Township of Melancthon for consideration.  
**CARRIED.**

Have a great day,

**Roseann Knechtel, BA, MMC | Deputy Clerk / Planning Coordinator**

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

*Phone 705-466-3341 ext. 223 | Fax 705-466-2922 | [rknechtel@mulmur.ca](mailto:rknechtel@mulmur.ca)*

[Join our email list](#) to receive important information and keep up to date on the latest Township news.

> On Jul 4, 2023, at 4:45 PM, Gordon Gallagher [REDACTED] wrote:

>

>

> As you know we need substantial numbers of tables and chairs. I was at the arena Monday when Kurtis was cleaning up, and realized there are about 60 tables that were used on the floor on Canada Day, and Curtis says there are about 400 steel chairs plus about 60 plastic ones. Curtis was not aware of any events that would need the chairs during September. Would Mulmur be agreeable to IPM using these tables and chairs? IPM gets them and brings them back - no extra work for the arena staff.

>

> Gord Gallagher  
[REDACTED]

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

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

## Denise Holmes

---

**From:** Steven Murphy <smurphy@dufferincounty.ca>  
**Sent:** Friday, July 7, 2023 10:14 AM  
**To:** Brenna Thompson; Denise Holmes; Fred Simpson; Jessica Kennedy; jwilloughby@shelburne.ca; Meghan Townsend; mrichardson@orangeville.ca; Nicole Martin; Patti Hossie; Peter Avgoustis; Tracey Atkinson  
**Subject:** Winter Sheltering Preparedness

Good morning,

As you may be aware County Council has approved a request to establish pre-positioned stockpiles of emergency shelter supplies at some designated shelter locations around Dufferin County.

I would like to get the ball rolling on this project so that we can be ready for the 2023/2024 winter season.

**Concept:**

- This initiative will be governed under the existing emergency response plan.
- Activation of any shelter, sheltering resources/volunteers will be the authority of the municipal CAO.
- The County of Dufferin will purchase the supplies and materials required to shelter up to 50 people and transfer them to the municipality.
- The municipality will recruit and manage community volunteers who will be called upon when sheltering is required. The County will assist with recruiting efforts wherever possible.
- The Emergency Management Division will provide initial and ongoing training for all shelter volunteers.
- Initial volunteer training will be conducted in October (dates TBD).
- The volunteer training and equipment will be standardized as much as possible to allow for interoperability during larger incidents.

**Questions:**

Would your municipality participate in this initiative?

Would your preference be for a small utility trailer or an on-site storage container?

If you could please let me know by July 14<sup>th</sup>, 2023 that would be great. I would like to start the acquisition process for this equipment as soon as possible.

Thanks in advance,

**Steve Murphy | Manager – Preparedness, 911 & Corporate Projects | Office of the Chief Administrative Officer**

**County of Dufferin**|Phone: 519-941-2816 Ext. 2401| Mobile: 519-938-7215

[smurphy@dufferincounty.ca](mailto:smurphy@dufferincounty.ca) |55 Zina St, Orangeville, ON L9W 1E5

*Serving with humility and gratitude upon the traditional territory and ancestral lands of the Tionontati, Attawandaron, Haudenosaunee and Anishinaabe peoples. To learn more about the Indigenous History and Treaty Lands in Dufferin County check out this [resource guide](#).*

DISCLAIMER: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error please notify the sender. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of

the County of Dufferin. Finally, the recipient should check this email and any attachments for the presence of viruses. The County of Dufferin accepts no liability for any damage caused by any virus transmitted by this email. The Corporation of the County of Dufferin, 55 Zina Street, Orangeville, Ontario. [www.dufferincounty.ca](http://www.dufferincounty.ca)

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**

**BY-LAW NO. - 2023**

BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MELANCTHON TO ENTER INTO A RECREATION AGREEMENT WITH THE TOWNSHIP OF MULMUR FOR THE NORTH DUFFERIN COMMUNITY CENTRE

**WHEREAS** the Township of Melancthon is desirous of entering into an Agreement with the Township of Mulmur to establish financial contributions towards the operating costs of the North Dufferin Community Centre;

**AND WHEREAS** the Councils of the Corporation of the Township of Mulmur and the Corporation of the Township of Melancthon desire to formally recognize the financial contributions toward recreational services for the mutual benefit of their residents;

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

1. THAT the Township enter into an agreement substantially in the form attached hereto.
2. THAT the Mayor and the Clerk are hereby authorized to execute the Agreement and all documents in connection with the agreement.
3. THAT By-law 21-2009 being a By-law to execute a Joint Recreation Agreement is hereby repealed.
4. THAT By-law 66-2021 being a By-law to execute a Joint Recreation Agreement is hereby repealed on January 1, 2024.

BY-LAW READ A FIRST AND SECOND AND THIRD TIME THIS 13<sup>TH</sup> DAY OF JULY, 2023.

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**MAYOR**

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**CLERK**



**AGREEMENT 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 as follows:

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. This agreement shall apply to the buildings, improvements, equipment and chattels pertaining to its operations, but shall not include the playground, baseball diamond and grassed areas.
2. Mulmur shall continue to be the sole owner of the NDCC.
3. The NDCC shall be managed by Mulmur.
4. It is agreed that Melancthon and Mulmur may further agree to create a committee to support events and fundraising and any further functions defined through a separate agreement, and that in the event a committee is created, Melancthon and Mulmur will each be represented by one member of each Council.
5. It is agreed that Melancthon and Mulmur will hold an annual Joint Council meeting to discuss matters and this agreement.
6. It is agreed that Melancthon will contribute \$20,000 towards the operating costs of the NDCC for the year 2024 based on the approximate funding formula of a \$175 user fee x the number of Melancthon users, not to exceed \$20,000.
7. It is acknowledged that in exchange for the contribution to operations as per the agreement, no user fees shall be collected from Melancthon users.
8. Each municipality contributed \$20,000 on January 1, 2018 for an operating reserve fund. Upon entering into this agreement, the funds will be returned to Melancthon.
9. It is agreed that Melancthon will consider contributing towards the capital costs of the NDCC through project specific contributions.
10. The funding shall be paid to Mulmur in bi-annual installments due June 1<sup>st</sup> and September 1<sup>st</sup>.

11. A five-year plan that will include capital requirements and operating utilization will be developed.
12. This Agreement shall be in effect for the period of one (1) year, being January 1, 2024 to December 31, 2024 and after that time this Agreement will be reviewed and may be extended by the mutual agreement of both parties. This Agreement may be amended at any time with the joint consent of both Councils.
13. The parties covenant that they are entering into this Agreement in good faith and that they shall carry out its provisions in good faith.
14. It is further agreed that this Agreement and everything herein shall respectively ensure to the benefit of and be binding upon the parties hereto.
15. 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 roper 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



*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: MELANCTHON – DUFFERIN WIND AGREEMENT**

**MEETING DATE: JULY 13, 2023**

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On July 31, 2013, Melancthon Township entered into the attached Agreement with Dufferin Wind Power Inc. and the Agreement is titled the “Melancthon-Dufferin Wind Agreement”.

As per Section 94 of the said Agreement, it requires both parties to “*review the impact of the Agreement in 2018 and every five years thereafter where they shall use their best efforts to enter into such amending or supplementary agreements as may be reasonably necessary*”.

As we enter another five years thereafter on July 31, 2023, I am providing the Agreement to Council for their review and comments. The Agreement was reviewed by Council in 2018, in a Committee of the Whole meeting held on September 20, 2018, and there were no general concerns or requested changes at that time.

JULY 13 2023

GB 17.3.1

**MELANCTHON – DUFFERIN WIND AGREEMENT**

Made as of July 31, 2013

**B E T W E E N:**

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**  
(Hereinafter referred to as the “Municipality”)

**OF THE FIRST PART**

- and -

**DUFFERIN WIND POWER INC.**  
(Hereinafter referred to as the “Developer”)

**OF THE SECOND PART**

**WHEREAS** the Municipality is the owner of or otherwise exercises jurisdiction over certain public rights-of-way, highways, streets, sidewalks, walkways, driveways, ditches, municipal drains and associated grassy areas and the allowances therefor more particularly identified in Schedule “A” (collectively referred to as the “Road Allowances”);

**AND WHEREAS** the Developer is the owner of a electricity-generating wind farm, known as Dufferin Wind Power Project, consisting of 49 turbines in Melancthon, with a total nameplate capacity of 99.1 MW, which are individually and collectively referred to in this Agreement as “Development”, with all turbines, collection lines and other infrastructure required for the Development being referred to as the “Development Infrastructure”;

**AND WHEREAS** the Developer wishes to construct or install poles, lines, underground conduits, cables and other related structures, equipment and facilities, as described in Schedule “B” (the “Works”) for the distribution of electricity on, over, under, within, across and through the Road Allowances;

**AND WHEREAS** the Developer has entered into lease agreements with owners of private lands on which the wind generating towers and other equipment are to be constructed (“Leases”), granting access to such private lands for the purposes of the Development, and requiring the owners of such private lands to co-operate with the Developer in obtaining various approvals in connection with the Development;

**AND WHEREAS** in this Agreement the electrical collection system within the Municipality to service the Development is sometimes referred to as the “Collector System”;

**AND WHEREAS** both parties acknowledge that no rights are being granted by this Agreement to the Developer to distribute or sell electricity to retail users in the Municipality;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, the Municipality and the Developer agree as follows:

## PERMITTING PART

1. Prior to commencing construction, the Developer shall provide to the Municipality copies of those permits set out in Schedule "C".
2. The Developer has submitted applications or requests for the following permits and approvals, in proper complete form, and accompanied by all applicable fees:
  - (a) all entrance permits required for the Development;
  - (b) all Municipal drain crossing approvals required for the Development; and
  - (c) permits and approvals for the meteorological tower and temporary trailers.collectively, the "Permits".
3. To the best of the knowledge of the Municipality, the Permits are the only permits, approvals, consents, or authority within the jurisdiction of the Municipality required in connection with the Works and the fees to be charged to the Developer for the Permits to be issued by the Municipality in connection with the Works are the only fees payable by the Developer in connection with the Works and do not exceed the usual and customary fees that are generally applicable to the public.
4. The Municipality shall, within three (3) business days following the execution of this Agreement by both parties, deliver written notice to the Chief Building Official for the County of Dufferin (with a copy to the Developer) stating that the Agreement has been entered into.

## CONSTRUCTION PART

### Drawings, Meetings and Construction Work

5. Prior to commencing construction, the Developer shall provide a complete set of engineering drawings and specifications which are identified in Schedule "B" to the Municipality, together with proof of all legally required approvals and permits for the Works.
6. The Developer will obtain all applicable regulatory and other approvals required as required for the Development from the Province of Ontario and all relevant governmental authorities having jurisdiction.
7. As constructed drawings shall meet the following criteria: **All existing utilities, buildings, and other structures** within the project area shall be shown, including utility type and location. The Collection System circuits shall be shown in their assigned corridors with any deviation clearly marked. Municipal drains shall be shown along with specific details for

crossing of watercourses. Restoration details shall be provided where interference occurs with any drainage culvert.

8. The Developer acknowledges that existing municipal works and services (including Municipality Roads, drainage culverts, etc.) may not meet the requirements of the Developer for the installation of the Works and services proposed to be carried out by the Developer, and the Developer agrees that the improvement or upgrading of the existing municipal works and services to meet the Developer's requirements (including, but not limited to, the Temporary Municipal Intersection Improvements set out in Schedule "A") shall be carried out by and be at the sole expense of the Developer. In the event the Developer requires any additional improvements to the existing municipal works and services not included in Schedule "B" of this Agreement, the Developer shall obtain the written approval of the Municipality prior to making such improvements. All driveway entrance culverts shall have a minimum thickness of 2.0mm. The Developer acknowledges that it has not used engineering designs to obtain the proposed diameter for its driveway culverts. All culverts have been specified to have diameters of 500mm. In the event that the Municipality experiences problems with the capacity of any of these culverts, the Municipality shall notify the Developer of the problem in writing and the Developer shall correct the problem in a timely manner. Upon receiving written notification, if the Developer is unable or unwilling to resolve the matter in a timely manner, then the Municipality, acting reasonably, will have sole discretion regarding the remedy and may order the culvert(s) to be replaced with larger sized culverts at the expense of the Developer. In the sole discretion of the Township Engineer the matter may be treated as an emergency pursuant to the provisions of this Agreement. For greater certainty, the Developer shall be permitted to perform the Temporary Municipal Intersection Improvements set out in Schedule "A", subject to approval by the Municipality in accordance with the terms of this Agreement and subject to the Developer agreeing to restore the intersections within a reasonable period of time following completion of the installation of the Works and services proposed to be carried out by the Developer such restoration to be completed, subject to reasonable delays for inclement weather, no later than ninety (90) days following the date of delivery of the last turbine component to the satisfaction of the Municipality, acting reasonably. Notwithstanding the foregoing, the Developer shall not be required to restore any intersections which are identified by the Municipality or the Township Road Supervisor in writing to the Developer as not requiring restoration.
9. All underground crossings of watercourses, ditches and municipal drains shall be a minimum of either 2.0 m. below the centreline of road elevation, or 1.0 m. below the invert of ditches, drains and watercourses, whichever is deeper.
10. As appropriate the Developer shall provide dust control and clean up all construction refuse and debris in order to prevent dust or refuse problems to traffic or home occupants. The Municipality shall notify the Developer of complaints regarding dust or refuse removal and the Developer shall remedy the problem in a timely manner.
11. At least two (2) business days prior to the start of construction, the Developer shall provide to the Municipality pre-construction road condition reports of the Township roads identified

as transportation and haul routes in Schedule "A". The Developer shall appoint a third party professional engineer, such engineer to be approved by the Municipality, acting reasonably, to draft the pre-construction road condition reports. The Municipality grants the Developer permission to perform the pre-construction assessment of all Road Allowances that will be affected by the construction. The Developer will coordinate this pre-construction inspection with the Township Road Supervisor prior to performing the work.

12. The Developer and its engineer shall attend a pre-construction meeting with the Municipality and the Municipality's engineer to review the project design and construction plan of the Development.
13. Construction work shall be carried out between the hours of 7AM and 7PM, Monday through Saturday and excluding official holidays.

#### **Haul Routes**

14. The Developer shall cause its agents and contractors to use only the haul routes within the Municipality that are approved in this Agreement. The approved Municipal haul routes are listed in Schedule "A" or as additionally permitted by the Municipality. The approval of the Municipality shall not be unreasonably withheld, delayed or conditioned, but hauling on roads not included in Schedule "A" shall not be permitted without prior written approval by the Municipality.
15. During construction, traffic control shall be provided in accordance with Provincial and Municipal requirements, and in particular Ontario Traffic Manual - Book 7. In the event that roads have to be temporarily closed, the following provisions shall apply: the Developer shall provide five (5) days' notice to the Municipality and the Municipality shall implement its road closure procedure on or before the 6<sup>th</sup> day following receipt of the notification. The Developer shall minimize disruption of access to private properties and shall allow local access to driveways at all times.
16. The Municipality shall be deemed to have issued its approval of the removal of excess fill by the Developer provided such removal is in compliance with the Municipal Site Alteration By-law, By-law 29-2004. The dumping of excess fill off-site and within the Municipality shall be subject to the provisions of By-law 29-2004.

#### **Private Access Roads**

17. The private access roads shall be constructed, installed and maintained in a manner and in the locations set out in Schedule "A".
18. Except during construction, repair and decommissioning periods, entrances to the private access roads shall be normal and symmetrical in accordance with applicable Provincial standards.

### **Tree Replacement and Preservation**

19. The Municipality grants the Developer permission to trim or remove trees and vegetation in the Road Allowance in accordance with the Vegetation Plan attached to the Developer's Renewable Energy Approval application and otherwise in accordance with the terms of this Agreement. The trimming or removal of any trees, bushes, or other vegetation not identified in the Vegetation Plan shall be subject to the Municipality's prior written approval, acting reasonably. An inventory shall be kept of all trees that are damaged or removed on municipal property. The inventory shall be provided to the Municipality within one (1) week of commencement of construction, and kept up to date by the Developer. On the conclusion of the construction period, the Developer shall submit for the approval of the Municipality a tree replacement plan. The Developer shall replace those trees having a diameter of more than 50 mm and a height of more than 2.25 m in a ratio of three replacement trees to each two trees to be replaced, 100-200mm trees shall be replaced at a ratio of two replacement trees to each tree to be replaced, 200-400mm shall be replaced at a ratio of three replacement trees to each tree to be replaced, and 400+mm shall be replaced at a ratio of four replacement trees to each tree to be replaced in a location as close as possible to the original tree location, thereby maintaining the general configuration of the original grouping of trees. Replacement trees shall be a minimum of 50 mm in diameter and 2.25m to 4m high. Replacement trees shall be maintained by the Developer for two years.

### **Electrical Collection System**

20. The Collection System shall be located on municipal property as set out in Schedule "A". The Collection System located on the Road Allowances may be referred to as the "Collection Infrastructure".
21. All Collection Infrastructure lines shall be placed underground with above ground junction boxes in the locations set out in Schedule "A". Except for road crossings and junction boxes, all underground lines shall be in a corridor 1.0m in width, with the center line 1.0m from the edge of the Road Allowance. Where underground crossings are oriented perpendicular to the road, there shall be an above ground marker placed on both sides of the road. Above ground markers shall be placed at intervals not exceeding 500m, and caution tape shall be placed in the trench above the cables. The above ground markers and junction boxes shall be clearly visible from both directions along the Road Allowance and shall be placed in a manner that shall be visible to snowmobilers.
22. Further provisions regarding the Collector System on municipal roads are set out in the Road Use Part of this Agreement.

### **Grading**

23. All private access roads and construction sites shall be suitably graded and drained. It is the responsibility of the Developer to properly grade all private access roads and construction sites. In cases where access roads disturb underground private or municipal drainage tiles, the underground drainage shall be restored to operate as it did in the predevelopment



condition. There shall be no flooding of adjacent properties, rerouting drainage flows onto adjacent properties, re-grading of slopes on adjacent properties or the creation of any nuisance as a result of grading activities. In the event that the Municipality receives *bona fide* complaints of nuisance, an engineer acting on behalf of the Municipality (the "Municipality's Engineer") will promptly notify the Developer of the complaints and if the Developer is unable or unwilling to expeditiously resolve the matter, then the Municipality's Engineer, acting reasonably, will have sole discretion regarding the remedy. In the sole discretion of the Municipality's Engineer the matter may be treated as an emergency pursuant to the provisions of this Agreement.

### Lights

24. The Developer shall not erect, locate, relocate, or otherwise place any sign, light or light standard on any part of the Development unless the sign, light or light standard has been approved in this Agreement. Site illumination shall be designed to minimize the spread of light into adjacent properties, while maintaining the safety and security of the infrastructure and personnel. The requirements of this section do not apply to any navigational lighting or marking requirements that may be imposed by Transport Canada, NAVCanada, or similar federal or provincial agencies, however, such lights and their operation shall, to the extent allowed under the above requirements, be directed skyward so that no light is visible from the ground. In the event that regulatory authorities do not permit light levels to be configured in this fashion, the Developer shall make best efforts to synchronize the turbine lights with each other. The Developer shall also make best efforts to synchronize with lights in Melancthon Phases I and II and the Melancthon Plateau projects in order to minimize the light impact at ground level.

### Construction Completion

25. Within one hundred and twenty (120) days following the completion of construction of the Development, the Developer shall provide to the Municipality the following:
  - (a) "As constructed" plans of the Works and services;
  - (b) Certificate of the Developer that all Works have been completed.

### ROAD USE PART

26. Pursuant to the provisions of the *Electricity Act*, 1998, the Municipality hereby grants and transfers to the Developer for a period of twenty-five (25) years from the date hereof (the "Term"), the right, privilege, interest, benefit and use to enter upon the Road Allowances with such persons, vehicles, equipment and machinery necessary to place, replace, construct, reconstruct, maintain, inspect, remove, operate and repair the Distribution Infrastructure over, along, across, or under such Road Allowances (hereinafter collectively the "Rights") in the locations as specified in Schedule "A". The work shall be done in accordance with the engineering drawings set out in Schedule "B".

27. If the Developer is not then in default under this Agreement in any material respect, the Developer shall have the option to extend the Term of this Agreement for two further ten (10) year periods. The extension shall be upon the same terms and conditions of this Agreement except that there shall be no further right of extension. The Developer shall give prior written notice to the Municipality of its intent to renew this Agreement at least six (6) months prior to the end of the then existing Term.
28. The Developer hereby acknowledges that the Rights shall not be exclusive and further acknowledges that the Municipality may have granted or may otherwise grant similar rights and privileges to another person, party, persons, or parties, at any time during the term of this Agreement. The Developer further acknowledges that nothing in this Agreement shall prohibit or restrict the Municipality from entering upon any of the Road Allowances and conducting work thereon for its own municipal purposes, in respect of which the Municipality shall not be required to provide notice to or seek approval from the Developer provided that such work does not adversely affect the Developer's Rights, the Work or the Collection Infrastructure.
29. The Developer agrees that Schedule "B", as may be amended details the Works to which the Municipality has consented and the Developer agrees to undertake any and all such Works in accordance with such plans and specifications. Notwithstanding the foregoing, the Developer agrees that it shall comply with any and all reasonable directions and orders issued in writing by the Municipality in respect of the Works, regardless of whether such directions and orders are issued before, during or after the commencement or completion of such Works, provided that the Municipality acts promptly and reasonably in respect of such directions and orders.
30. The Developer agrees that, in placing, replacing, constructing, reconstructing, maintaining, inspecting, removing, operating, and/or repairing the Collection Infrastructure on municipal property, or in otherwise undertaking any other work under and/or in conjunction with the Rights, it shall use all due care and diligence to ensure no unnecessary or unavoidable interference with the travelled portion of any of the Road Allowances or any pedestrian, vehicular, or other traffic thereon, or any use or operation thereof or any ditch or drain adjacent thereto. The Developer further agrees that all Works undertaken by the Developer shall be at the Developer's sole cost and expense, including any re-instatement, remediation or restoration of the Road Allowances required to be completed by the Developer pursuant to this Agreement.
31. Notwithstanding and without limiting any other term hereof, the Developer agrees and undertakes that it will place, replace, construct, reconstruct, maintain, inspect, remove, operate, and repair the Collection Infrastructure located on any of the Road Allowances in accordance with and in compliance with good engineering practices and all federal, provincial, and municipal laws and by-laws and in compliance with the reasonable directions as issued by the Municipality in writing.
32. Notwithstanding and without limiting the generality of any term hereof, the Developer further agrees that, where practicable, any of the Collection Infrastructure placed, replaced,

constructed, reconstructed, maintained, removed, or otherwise installed pursuant to the Rights will not be located on, over or under the existing or contemplated travelled portion of any of the Road Allowances except where a road crossing is necessary, but shall be located adjacent to such existing or contemplated travelled portion of such Road Allowances and as far away from the travelled portion as reasonably practicable. In this same regard, the Developer further acknowledges that it shall consult with the Municipality as to the permitted location of any Collection Infrastructure.

33. Except for emergency situations as provided in section 40, the Developer agrees that any access to the Road Allowances and any Works to be undertaken pursuant to the Rights and for which a permit would otherwise be required shall be undertaken and completed at such reasonable time or times as the Municipality may specify in such permit and, without limiting the generality of the foregoing or any other term hereof, all such Work shall be undertaken and completed in such manner as contemplated pursuant to this Agreement so as not to cause unnecessary nuisance or damage to the Municipality or any user of that portion of the Road Allowance where such Works are to be conducted.
34. The Developer further agrees that it shall notify any other person or body operating any equipment, installations, utilities or other facilities, within the Road Allowances or in the vicinity of the Road Allowances where such Works are to be conducted, of the details of the anticipated Works so as to minimize the potential interference with or damage to such existing equipment, installations, utilities, and other facilities by the Works and so as to maintain the integrity and security thereof.
35. The Developer agrees that, in the event that it carries out work, it will in all cases repair, reinstate, restore, or remediate the road, including its surface, drainage works, culverts and associated appurtenances to at least the same condition which existed prior to the commencement of such work. In all areas of disturbed trench, including but not limited to direct buried trenches, boring and splice pits, restoration shall be to preconstruction condition but in no case shall it be with less than 100mm topsoil, mulch and seed. In the event that the Developer shall fail to repair, and reinstate as aforesaid, then in such case, the Municipality will promptly notify the Developer in writing of such failure to repair and if the Developer fails to proceed diligently to carry out the required work prior to the expiration of the Developer's Cure Period, the Municipality may undertake the same and charge the reasonable costs thereof to the Developer. The Municipality shall not be liable for any damage of any nature or kind howsoever caused by reason of such work undertaken by the Municipality as aforesaid, and the Developer hereby agrees to indemnify and save harmless the Municipality and all other concerned parties from any such claims or damages, save and except any direct damage arising from the negligence or wilful misconduct of the Municipality or those for whom it is at law responsible.
36. Notwithstanding the terms of this Agreement, where the Collection Infrastructure interferes with the plans of the Municipality, the Municipality, acting reasonably, shall be entitled to require the Developer, subject to its receipt of any required permitting approvals, to relocate that part of the Collection Infrastructure interfering with such plans, from within any of the Road Allowances to another location within the Road Allowances, within one hundred

eighty (180) days of delivery of written request for such relocation or such longer time as the Developer and the Municipality may determine is appropriate which relocation shall be completed by the Developer, at its sole cost and expense. If the request is made by the Municipality within five (5) years of the date hereof, the Municipality will pay 100% of the costs and expenses of the relocation.

37. In the event the parties secure the required permitting approvals but the Developer fails to remove and/or relocate all or any portion of the Collection Infrastructure in the Road Allowances within one hundred eighty (180) days of the later of (i) receipt of written notice from the Municipality pursuant to the previous section of this Agreement; and (ii) receipt of the required permitting approvals, the Municipality shall have the right to remove and/or relocate such Collection Infrastructure, following completion of which, the Municipality shall deliver an invoice to the Developer detailing the reasonable costs and expenses associated with same and the Developer shall pay the amount of such invoice in accordance with the terms thereof. If the Municipality is required to remove and/or relocate any of the Collection Infrastructure as described above and without limiting the obligation of the Developer to pay the costs and expenses thereof, the Developer further agrees to:
- (a) release the Municipality from any claims for damage to such Collection Infrastructure and/or other damages flowing from such removal and/or relocation;
  - (b) save harmless and indemnify the Municipality of and from any and all claims or damages by any party as against the Municipality in respect of such work; and/or
  - (c) restore and reinstate the road, including its surface, drainage works, culverts and associated appurtenances to at least the same condition that existed prior to the original installation.

The Municipality shall comply with all applicable legislation, regulations and codes in carrying out the work.

38. In the event that the Developer wishes to relocate any of the Collection Infrastructure within the Road Allowances that have been previously approved, installed, placed, or constructed in accordance with the Rights, it shall notify the Municipality of such request, in writing, and such request will thereafter be considered by the Municipality, acting reasonably, in good faith and with diligence, provided that, in considering such request, the Municipality shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation, including any additional facilities located within the Road Allowances.
39. Without limiting the generality of any other term of this Agreement, the Developer:
- (a) in the event the locations have been changed from the specifications set out in the "as constructed" plans delivered to the Municipality, within one hundred

and twenty (120) days following the completion of the change of the Development shall, at its sole expense, properly and accurately identify the location of any Collection Infrastructure within the Road Allowances in new "as constructed" plans, which shall identify the height or depth of the relevant portion of the Collection Infrastructure provided that the Municipality shall not make such request more than four (4) times in any year; and

- (b) at the expiry of the Term of this Agreement, including any renewal thereof, or upon the early termination of this Agreement (as provided herein), and to the satisfaction of the Municipality, acting reasonably, the Developer, at its own expense, and within one hundred and eighty days (180) thereafter (the "Removal Period"), shall remove any and all Collection Infrastructure as have been constructed, installed, or placed in the Road Allowances pursuant to the Rights, and thereafter, reinstate, restore, and remediate the Road Allowances or municipal lands so affected to at least the same condition that existed prior to the Work. In the event that the Developer fails to remove any of the Collection Infrastructure or otherwise reinstate, restore, or remediate the Road Allowance or municipal lands affected thereby prior to the expiration of the Removal Period, then the Municipality will be at liberty to remove such Collection Infrastructure and thereafter restore, reinstate, or remediate the road, including its surface, drainage works, culverts and associated appurtenances without claim, recourse, or remedy by the Developer, the reasonable cost of which removal and restoration will be invoiced to the Developer and the Developer agrees to pay such invoice in strict accordance with the terms thereof.

40. Notwithstanding the requirement of prior notice to the Municipality to commence any work hereunder, including notice of repair to any Works or to the Collection Infrastructure, and notice to cut, trim, or otherwise interfere with any trees, brush, plants or other vegetation, the Municipality and the Developer agree that, in the event of an emergency in which the Developer requires immediate access to the Collection Infrastructure within the Road Allowances or on municipal lands, and after reasonable efforts to communicate with the Municipality, the Developer may enter upon the Road Allowances and/or municipal lands without prior notice to the Municipality in order to gain access to the Collection Infrastructure in order to effect such repairs, as are required to address such emergency and, in so doing, shall undertake any work to the standards and as are otherwise required by the terms of this Agreement and to thereafter provide written notification and details and specifications of such repair to the Works to the Municipality on the next municipal business day and to thereafter file amended plans and drawings detailing such repairs as is otherwise required by this Agreement. For the purposes of this Agreement, "emergency" shall mean a sudden unexpected occasion or combination of events necessitating immediate action.
41. The Developer acknowledges and agrees that the Rights and the placement, construction, installation, location, and operation of any Collection Infrastructure are subject to the following:



- (a) the right of free use of the Road Allowance by all persons or parties otherwise entitled to such use;
- (b) other than for temporary periods not exceeding one (1) hour in duration and subject to a right of emergency access which the Developer shall ensure is available on an immediate basis, the rights of the owners of the property adjoining any relevant Road Allowance to access to and egress from their property and any adjacent existing right-of-way, highway, street, or walkway and the consequential right of such persons or parties to construct crossings and approaches from their property to any such right-of-way, highway, street, or walkway; and
- (c) the rights and privileges that the Municipality may have previously or subsequently granted to any other person or party to such Road Allowance or lands.

If the Municipality intends to grant rights and privileges to such Road Allowances or lands in favour of owners of the property adjoining any relevant Road Allowance or any other person or party, the Municipality shall consult with the Developer upon the most appropriate location for such rights and privileges to minimize interference with the Collection Infrastructure.

#### **OPERATION AND MAINTENANCE PART**

- 42. This Part shall apply so long as any part of this Agreement is still in force.
- 43. The Developer shall maintain the Development in good working order and shall carry out such repairs and maintenance as may be reasonably required by the Municipality. Maintenance shall include keeping the towers and equipment painted.
- 44. All towers and equipment constructed in the Development after the date of this Agreement shall be painted in a colour consistent with the prevailing colour of the other wind farm developments in the Municipality. There shall be no advertising or display, other than manufacturer and safety data, affixed to such towers and equipment, except as set out in Schedule "D" or as otherwise approved by the Municipality.
- 45. The Developer shall supply the Municipality with a copy of the plans of the Works and shall periodically update the Municipality's copies if there have been any material changes.
- 46. In the event that the entrances to the private access roads used by the Developer are secured, the Developer shall at all times provide access keys to the Municipality and emergency service providers.
- 47. Without limiting the generality of the foregoing the Developer shall construct and maintain the private access roads in a condition meeting the requirements of the Municipality, The Corporation of the County of Dufferin and other authorities for emergency access to the Development.

48. Upon the failure of the Developer to maintain the Development in good working order and in accordance with the terms of this Agreement, the Municipality may make an order in writing to the Developer to carry out such maintenance and repairs as may be reasonably required to bring the Works and services in good working order. The Municipality's order shall provide the Developer with a reasonable period of time to carry out the maintenance or repairs, such period to be no less than the expiration of the Developer's Cure Period. Notice shall be given in accordance with the notice provisions of this Agreement.
49. Upon the failure of the Developer to comply with the Municipality's order in accordance with the previous section, the Municipality may cause the order to be carried out and the default provisions of this Agreement shall apply.
50. The Developer shall comply with all applicable governmental regulatory requirements in maintaining the Development. The Developer shall further comply with the recommendations and reports submitted as part of Renewable Energy Application pursuant to the *Environmental Protection Act*, R.S.O., 1990, regulation 395/09 thereunder.
51. Following completion of the installation of the Works and prior to COD (as defined in Section 69) commencing construction of the Development, the Developer shall deliver to the Municipality copies of the following plans with respect to the Development:
  - (a) Spills action plan; and
  - (b) Emergency response plan (which shall include fire safety, fire response and injury response plans).

However, the Developer will provide an emergency response plan for the Developers proposed construction activities prior to construction of the Development.

52. The Developer shall promptly notify the Municipality in writing within two (2) business days of any order or written notice of non-compliance from any regulatory authority received by the Developer in respect of the Development.
53. The Developer shall notify the Municipality in writing forthwith after the Development has been out of commission for a period in excess of 90 days.
54. The Developer shall implement the monitoring programs for the construction and operational phases of the Development in accordance with the requirements of all federal or provincial agencies having jurisdiction. The results of all the Developer monitoring programs, particularly those relating to noise levels at off-site sensitive uses, shall be provided to the Municipality along with any related comments or requirements from all federal or provincial agencies having jurisdiction. These results shall be provided to the Municipality on an annual basis or more frequently as the circumstances warrant. The Developer and the Municipality shall consult with each other every two (2) years to determine if any additional mitigation measures would be appropriate for the Development. The mitigation requirements may be internal or external to the Development. Nothing in this Agreement shall limit the Municipality's authority to implement its own monitoring programs.

55. The Developer shall be solely responsible for Municipality's share of the per-call cost of providing emergency services provided to the Development, including all specialized services.
56. At all times the Developer shall provide the Municipality with the names and contact information (including emergency contact) for all persons designated by the Developer to be responsible for the Development.
57. Nothing in this Agreement requires the Municipality to provide winter maintenance on the Road Allowances. Nothing in this Agreement requires the Municipality to provide any maintenance on any private access roads.
- \*58. Nothing in this Agreement requires the Municipality to provide tree or brush removal, or maintenance of any kind on Road Allowances that are not opened or not maintained year round.
59. Where the power lines are underground, the Developer shall maintain the aboveground markers on Road Allowances that are opened or not opened or not maintained year round and shall be liable for any claims in regard to them.
60. The Developer shall participate in joint emergency response training sessions with the Municipality and appropriate agencies every other year, and the Developer shall contribute \$1,000 towards the Municipality's costs of each such training session.

#### DECOMMISSIONING PART

61. Decommissioning of the Development Infrastructure shall take place in accordance with the decommissioning plan forming part of the Developer's Renewable Energy Approval issued by the Ministry of Environment for the Development as that plan may be amended, supplemented or replaced from time to time (the "REA Decommissioning Plan") at the Developer's sole cost.
62. If the Development has been Abandoned and the Developer has not decommissioned or commenced the decommissioning of the Development in accordance with the REA Decommissioning Plan, the Municipality may cause the decommissioning to be carried out in accordance with the REA Decommissioning Plan. For the purposes of this Agreement, "Abandonment" shall mean either:
  - (a) a failure by the Developer to pay to the Municipality the Community Development Contribution payment; and
  - (b) a failure by the Developer to operate or generate electricity from the Development for a period of not less than 365 consecutive days (unless such failure is due to repairs or maintenance of the Development or events of *force majeure*).



63. Notwithstanding the foregoing and prior to any decommissioning of the Development by the Municipality, the Municipality shall first provide the Developer with written notice which shall provide the Developer with not less than:
  - (a) thirty (30) days to cure the failure by the Developer to pay to the Municipality the Community Development Contribution payment; and
  - (b) one hundred and eighty days (180) following receipt of such written notice to cure the failure to operate or generate electricity from the Development, or such longer period as is reasonable in the circumstances as determined by the Municipality provided that the Developer is proceeding diligently to remedy its failure to operate or generate electricity from the Development or decommission the Development.
64. Entire or partial abandonment of the Distribution Infrastructure shall be in accordance with good engineering practice and applicable standards in force at the time of abandonment. Abandonment shall be at the Developer's sole cost.
65. In addition to the preceding provisions, upon prior written notification to the Municipality, the Developer may decommission the Development or any parts thereof.
66. For greater certainty, nothing in this Agreement obliges the Municipality to decommission the Development.
67. This part shall survive the expiration or earlier termination of this Agreement.

#### COMMUNITY DEVELOPMENT CONTRIBUTION PART

68. The Municipality hereby acknowledges receipt of payment by the Developer on July 5, 2013 of the Municipality Development Charges pursuant to the Municipality's By-law No. 22-2009 in the amount of \$101,264.38. In addition, the Developer will be responsible to pay the Municipality the required permit fees for, *inter alia*, the entrance permits required by the Developer as part of the Development.
69. Within thirty (30) days of the first anniversary of the Development's commercial operations date ("COD") when electrical power is sold in the electrical grid pursuant to its agreement with the Ontario Power Authority, the Developer shall pay the Municipality the sum of \$2,666.00 per year per wind turbine nameplate capacity in MW. For example, (1) for a wind turbine with a name plate capacity of 1.6MW, the Developer would pay the annual amount of  $\$2,666.00 \times 1.6 = \$4,266.00$ ; (2) for a wind turbine with a name plate capacity of 2.75MW, the Developer would pay the annual amount of  $\$2,666.00 \times 2.75 = \$7,333.00$ . and thereafter within thirty (30) days of each subsequent anniversary of COD. Following the first anniversary of the COD and upon each subsequent anniversary thereafter,) the Developer shall pay the Municipality the aforesaid sums, increased by two percent (2%), so long as this Agreement is in force. In no event, however, shall these amounts be adjusted below the amounts set out herein.

70. The Municipality shall use the moneys paid pursuant to this Part ("Community Development Contribution") for community betterment projects and/or services. The Municipality shall use reasonable efforts to publicly recognize the economic benefits provided by the Developer's Community Development Contributions.

#### **GENERAL PROVISIONS**

71. The Developer hereby irrevocably grants to the Municipality a licence to provide access to the Development, over, along and upon those private access roads constructed by the Developer on private lands:
- (a) for the purposes of emergency access;
  - (b) for the purposes of decommissioning the Development in accordance with the REA Decommissioning Plan and otherwise in accordance with the terms of this Agreement;
  - (c) otherwise in accordance with the terms of this Agreement; or
  - (d) from and after the date of completion of all decommissioning milestones,

in each case, subject to the same limitations and restrictions as the Developer is bound pursuant to the terms of the Leases.

72. The Developer shall not be liable for any breaches of the Leases by the Municipality and access to the private lands shall at all times be at sole risk of the Municipality. The Municipality has no right of action for any loss or injury sustained by the Municipality, its servants and agents in exercising its rights of access as aforesaid and the Municipality shall indemnify and save the Developer harmless from any claims, losses, damages and costs suffered by the Developer or any landowner arising from such access.

#### **Insurance**

73. The Developer shall insure against legal liability arising, directly or indirectly, out of the design, installation or construction of the Development and the operations of the Developer, with a policy or policies from an insurance company satisfactory to the Treasurer of the Municipality, acting reasonably. Such policy or policies shall be comprised of primary and/or umbrella coverage and shall include the Municipality, its servants and agents and the Municipality's engineers as additional insureds and shall remain in the custody of the Developer and shall be retained in full effect during the life of this Agreement, including any decommissioning period. Annually, the Developer shall provide a certificate of insurance, certified by the insurer, to the Municipality.
74. The insurance policies required to be maintained by the Developer shall comply with the following conditions:

- (a) The minimum limits shall be \$5,000,000 all inclusive for each incident;
- (b) The minimum period of insurance policy coverage shall be one year or as otherwise approved;
- (c) The policy shall specify that the policy shall not be cancelled or allowed to expire unless prior notice by registered letter has been received by the Municipality from the Insurance Company, or its agent, thirty (30) days in advance of the expiry date.

On the fifth anniversary of the date of this Agreement and every five (5) years thereafter, the figures referred to in subsection 74(a) shall be increased by an amount equal to the difference between the December 31, 2013 Ontario – All Items Consumer Price Index (or its equivalent) and the then most recent December 31 Ontario – All Items Consumer Price Index (or its equivalent). In no event, however, shall these amounts be adjusted below the amounts set out herein.

- 75. The Developer shall be responsible for all adjustment service costs and shall maintain on deposit with the Municipality throughout the term of this Agreement after the first loss claim on the policy the amount of the deductible in excess of \$25,000.
- 76. The insurance policies may contain an exclusion for blasting. If they do, and blasting is found to be necessary, the Developer shall not do any blasting until a blasting insurance endorsement is added.
- 77. The issuance of such policies of insurance shall not be construed as relieving the Developer from such responsibility for claims which exceed the policy limits, for which they may be held responsible.
- 78. Should the Developer fail to maintain the proper insurance coverage for the Term of this Agreement, the Municipality shall, after providing adequate notice subject to the Developer's Cure Period, have the authority to draw on the Security to pay any and all costs related to maintaining insurance coverage.
- 79. Upon the request of the Municipality, the Developer shall provide to the satisfaction of the Municipality proof that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

#### **Liability**

- 80. The Developer shall indemnify and save harmless the Municipality and its representatives from all actions, causes of action, suits, claims, costs, interest and demands whatsoever which may arise either directly or indirectly by reason of this Agreement, save and except for any loss or injury resulting from the gross negligence or intentional acts of the Municipality, its servants and agents.
- 81. The Municipality shall have no liability to the Developer for any damage or loss as a result of the disrepair of the Road Allowances or municipal drains, nor for damages caused by

this Agreement relating to the construction, installation and maintenance of the Development Infrastructure or to otherwise permit the Municipality to enforce the terms of this Agreement.

89. The Construction and Maintenance Security shall be released to the Developer forthwith and in any event no later than thirty (30) days of the date of receipt by the Municipality of the Construction Completion Certificate in accordance with section 25(b).
90. At least thirty (30) days prior to COD, the Developer shall deposit letters of credit or cash in the sum of \$750,000.00 (the "Decommissioning Security", individually and collectively with the Construction Security, the "Security") with the Municipality to guarantee compliance with the decommissioning terms of this Agreement or to otherwise permit the Municipality to enforce the decommissioning terms of this Agreement until the termination of this Agreement. Upon the fifth anniversary of COD, and upon every fifth anniversary thereafter, the Developer shall increase the Decommissioning Security by an amount equal to \$416,666.66. Notwithstanding anything in this Agreement to the contrary, the maximum Decommissioning Security to be deposited with the Municipality shall be \$2,000,000.
91. The Decommissioning Security shall be released to the Developer forthwith after the complete decommissioning of the Development and in any event no later than thirty (30) days following the date of receipt by the Municipality of a certificate from the Developer that all decommissioning works have been completed.
92. Sections 87 to 922 inclusive shall survive the expiration or earlier termination of this Agreement.

#### **Alterations and Amending Agreements**

93. The Municipality may require and may permit minor alterations to the Works and any work done in conformity with any such alterations, as approved by the Municipality, shall be deemed to be in compliance with the Agreement.
94. The parties acknowledge that regardless of their efforts to reasonably foresee the requirements of the parties for the expected lifetime of this Agreement, it is expected that changes in technology, governmental regulations, general area development and other factors may reasonably necessitate amendments to this Agreement, which may increase the burden on the Developer and or the Municipality. The parties acknowledge that their intent is to make the Works successful and operational and in full compliance with the prevailing requirements and municipal objectives at all times, and to that end the parties agree to review the impact of this Agreement in 2018 and every five years thereafter where they shall use their best efforts to enter into such amending or supplementary agreements as may be reasonably necessary. The parties will act in good faith and insofar as is reasonable without impairing (more than minimally) the feasibility or economic performance of the Development and to maintain the compatibility of the Development with general development of the area.

falling trees, nor for any action or inaction, except direct intentional damage, or inaction amounting to gross negligence.

82. The Municipality shall have no liability to the Developer arising from the actions or inactions of other users of the Road Allowances. The Municipality shall have no liability to the Developer for any damage or interruption in service arising from repairs or other work to the Road Allowances, performed in accordance with applicable laws.

### **Municipal Expenses**

83. The Developer shall pay and reimburse (as the case may be) the Municipality for all reasonable charges and expenses incurred by the Municipality in connection with the negotiation, preparation, approval, maintenance and enforcement of this Agreement (the "Municipality's Expenses") and without restricting the generality of the foregoing shall also be responsible for the reasonable engineering, planning, legal, internal administrative and related expenses incurred by the Municipality in relation to this Agreement both before and after its execution.
84. The Developer shall pay to the Municipality the accounts invoiced to the Developer for payment or reimbursement within thirty (30) days.
85. All of the Municipality's Expenses shall be a charge against the Security. In the event that the Municipality, acting reasonably draws upon the Security in accordance with its rights under this Agreement, the Municipality shall deliver written notice to the Developer within three (3) business days of such draw (the "Draw Notice") and the amount of the Security shall be restored by the Developer to the amount required pursuant to this Agreement within thirty (30) days following receipt of the Draw Notice.

### **Security**

86. Security shall be in the form of cash or letters of credit. Letters of credit shall be irrevocable letters of credit issued on reasonably accepted terms from a Canadian Chartered Bank or other institution approved by or otherwise satisfactory to the Municipality, and they shall provide that, if in the sole reasonable opinion of the Municipality an event of default under the terms of this Agreement has taken place which is continuing unremedied, the letters of credit thereupon may be drawn in whole or in part. The letters of credit shall be in force for not less than a period of one year and shall provide for automatic renewals, unless three (3) months' prior written notice is given to the Municipality.
87. Interest generated by cash deposits, less the Municipality's charges to administer the accounts, shall be added to the Security and be dealt with as provided elsewhere in this Agreement.
88. The Security may be reduced from time to time at the sole reasonable discretion of the Municipality. Prior to the Developer commencing construction of the Works the Developer shall deposit a letter of credit or cash in the sum of \$1,000,000.00 (the "Construction and Maintenance Security") with the Municipality to guarantee compliance with the terms of

95. The parties agree, however, that no amending or supplementary agreement shall impose any additional responsibility or burden on the Municipality.

#### Termination of Agreement

96. In any event if the Works and the buildings are not completed within three (3) years, subject to extension by any events of *force majeure*, this Agreement may be terminated by the Municipality. No termination shall affect the Developer's liability to the Municipality to the date of termination.
97. The Developer may, by notice in writing, terminate this Agreement at any time prior to commencement of construction of the Works, and this Agreement shall be at an end and the Developer shall have no further obligation hereunder, but the termination shall not affect the Developer's liability to the Municipality to the date of termination. After payment of the Municipality's expenses and such other items as are appropriately charged against the Security by the terms of this Agreement, the balance of the Security shall be returned to the Developer forthwith.
98. If this Agreement is terminated, the Municipality is deemed to have withdrawn its consent to the proposed development. No liability or other duty of any kind shall be imposed on the Municipality requiring it to carry out any part of this Agreement that the Municipality is required to carry out herein that has not been completed at the time of termination. With the exception of the reimbursement of the Security in accordance with the previous section the Municipality is under no obligation to return any money paid under this Agreement. All money owing to the Municipality by the Developer and the Owners to the date of termination shall be paid forthwith on demand.
99. Notwithstanding anything contained herein to the contrary, if the Developer is delayed in substantially completing the construction of any Works or facility required by this Agreement, or in the operation, repair or maintenance of such work or facility by an act beyond the Developer's reasonable control and without limiting the generality of the foregoing ("*events of force majeure*") including unavailability of a building permit, adverse weather conditions, unavailability of parts and supplies, material or labour shortages, labour disputes, strikes and lockouts, national shortages, acts of God or the Queen's enemies, riots, insurrection, civil commotion or damage by fire, lightning, flood earthquake, tempest, or other casualty, a curtailment order from the Independent Electricity System Operator, the Ontario Power Authority or Hydro One Networks Inc., or an appeal which may be filed as part of the Developer's Renewable Energy Approval application process or similar litigation or other delays due to regulatory requirements, so long as such impediment exists, the Developer will be relieved from the fulfillment of the obligation and the time for completion shall be extended by a period of time equal to such delay.
100. Unless earlier terminated under other provisions of this Agreement, this Agreement shall be terminated upon the completion of the decommissioning of the Development.



### Repair Obligation

101. The Developer shall repair, or at its option, be responsible to pay for the repair of, all damage caused by or on behalf of the Developer to the existing Road Allowances, other municipal roads, works and services of the Municipality, whether during construction, hauling, operation and maintenance or decommissioning. This covenant extends to damage caused by hauling fill for dumping. In all cases the obligation to repair shall be to repair to the condition existing prior to the damage occurring.
102. Nothing herein shall constitute an assumption by the Developer of the obligation and responsibility of the Municipality to maintain public highways, Road Allowances or municipal roads. Where the Developer has performed repair work on municipal roads at the request or direction of the Municipality, then upon such work being inspected and approved by the Municipality, the Municipality shall, in the event of any claims, costs or damages arising from such work, indemnify and save harmless the Developer from any claims, costs or damages arising from such work on the public highways, Road Allowances or municipal roads.

### Notice

103. All notices which may or are required to be given under this Agreement shall be in writing and shall be delivered personally or sent by registered mail or couriered or faxed to the parties at their respective addresses as set out as follows:

The Corporation of the Township of Melancthon  
157101 Highway 10  
Melancthon, Ontario  
L9V 2E6  
Fax: (519) 925-1110

Dufferin Wind Power Inc.  
161 Bay Street, Suite 4550  
TD Canada Trust Tower  
Toronto, Ontario M5J 2S1  
Fax: 416-551-3617

104. Notices which are delivered or sent in the manner set out shall conclusively be deemed to be received for all purposes hereof, in the case of those faxed or delivered personally or by courier on the date of such faxing or delivery, and in the case of those given by registered mail, on the fourth business day following that upon which the notice was mailed. If at the time of mailing and there is an actual or threatened postal disruption, the notice shall not be mailed, but faxed, delivered personally or by courier.

## Default and Enforcement

105. In the event of default by the Developer in respect of any material obligation created hereunder, and provided that the Developer: (i) has received prior written notice of such default from the Municipality and, (ii) has been given a reasonable period of time thereafter to cure such default (such period of time to be not less than (a) thirty (30) days for a monetary default; and (b) sixty (60) days for a non-monetary default or if such non-monetary default is not curable within sixty (60) days, such longer period as is reasonable provided that the Developer is proceeding diligently to remedy same (the "Developer's Cure Period")) and has failed to cure such default, or, in the event such default is not curable within a reasonable time, the Developer has ceased proceeding diligently to remedy same, the Municipality at all times maintains the discretion, acting reasonably, to terminate this Agreement and require the Developer to comply with the provisions of section 39(b). For the purposes of this section, "default" shall be the following,
- (a) any material breach of any covenant or obligation of the Developer pursuant to this Agreement;
  - (b) Abandonment of the Development or the Distribution Infrastructure installed, constructed, or maintained within any of the Road Allowances save and except where such cessation arises as a result of *force majeure* (as defined in section 100), or the performance by the Developer of its obligations pursuant to this Agreement, including in respect of any repair and maintenance obligations pursuant hereto;
  - (c) any assignment of rights and obligations hereunder without the prior written consent of the Municipality except as otherwise permitted pursuant to this Agreement;
  - (d) the Developer becoming insolvent, bankrupt, or making an authorized assignment or compromise with its creditors; and/or
  - (e) the Developer ceasing to be a "transmitter" or "distributor" within the meaning of the Electricity Act, 1998.
106. Notwithstanding any agreement between the Developer and any other party, or any rule of law, in the event of default by the Developer, the Municipality may deal with and dispose of the assets of Development located on municipal lands as the unencumbered owner of the same, accounting only for the surplus to the Developer and any encumbrancers.
107. Upon default, the Municipality shall have all of the powers of the Developer pursuant to the provisions of the Leases to enter the private lands and carry out such works at the Developer's expense as the Municipality deems appropriate for the safety of the Municipality, property and residents.
108. If the Developer fails to complete any requirements set out in this Agreement or fails to maintain the Development in accordance with the terms of this Agreement, then the Municipality may upon seven business days' notice to the Developer or in an emergency situation, being one which the Municipality considers to pose an imminent risk to the safety



of any persons or property, may upon 24 hours' notice (if practicable, or without notice if the emergency so dictates) undertake the completion of the requirements of this Agreement including such maintenance works as the Municipality deems necessary. The total cost of such work including all engineering, planning, legal and administrative fees shall be borne by the Developer. The Municipality shall, from time to time, render accounts to the Developer and the accounts shall bear interest in the same manner and at the same interest as municipal tax instalments at the time of the rendering of the account. If the Developer fails to pay the Municipality any such amounts within thirty (30) days of the date of billing, then the money owing may be collected pursuant to the security provided therein and/or be added to the tax bill of the Lands whereupon such amount shall be conclusively deemed as tax arrears and may be collected in the same manner as tax arrears.

109. In the event of default by the Developer of any obligations, the provisions of the *Municipal Act*, 2001, ss. 442 and 446, as amended from time to time, shall apply in addition to any other rights of enforcement that may be available to the Municipality against the Developer.
110. In all matters of opinion, the reasonable determination by the Municipality, its officials, professionals engineers, planners, lawyers and agents shall be final and conclusive, unless submitted to arbitration in accordance with this Agreement. The Developer shall have no right to dispute any of the accounts in any respect until the amount in dispute shall have been fully paid or the Developer has posted security satisfactory to the Municipality in the amount of such account in cash or by way of a letter of credit. If the Developer shall have first either paid the amount in dispute or posted security as aforesaid, the Owners and the Developer may refer the matter to arbitration. All other matters may be referred by any party to arbitration.

#### Arbitration

111. For the purpose of this part of the Agreement, the Developer and the Municipality are collectively called the "Parties". Each of them is called the "Party" as the context requires.
112. Any and all disputes, claims or controversies arising out of or in any way connected with or arising from this Agreement, its negotiation, performance, breach, enforcement, existence of validity, any failure of the Parties to reach agreement with respect to matters provided for in this Agreement and all matters in dispute relating to the rights and obligations of the Parties, which cannot be amicably resolved, even if only one of the Parties declares that there is a difference ("Dispute"), will be referred to and finally settled by the Ontario Energy Board, pursuant to the *Electricity Act*, 1998, s. 41(9), to the extent applicable, or to the extent not within the jurisdiction of the Ontario Energy Board, or where both parties agree in writing, private and confidential binding arbitration. The arbitration shall be governed by the *Arbitration Act*, 1991 (Ontario) as amended and supplemented by the arbitration sections of this Agreement, and shall constitute a submission for the purposes of the *Arbitration Act*, 1991. The arbitration shall be held in Ontario in English and governed by Ontario law.
113. Any arbitration shall be resolved in the following manner:

- (a) If the Parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each shall appoint an arbitrator and the two so appointed shall appoint a third arbitrator who shall be chairman. If either Party appoints an arbitrator and gives notice of the appointment to the other, the other shall appoint an arbitrator within five business days. If such appointment is not made within such period, the arbitrator appointed by the first Party shall be deemed to be a single arbitrator approved by the both of them. The two arbitrators shall appoint a third arbitrator within five business days of the appointment of the second arbitrator.
- (b) Depending on the nature of the dispute, the arbitrator or arbitrators shall, to the extent appropriate, be practicing professional engineers, planners, lawyers, or the holders of other appropriate qualifications for the subject matter of the Dispute.
- (c) The arbitrator or arbitrators shall set a date for the hearing of the matters in dispute (“Hearing”) not later than six weeks from the date of appointment of the last arbitrator to be appointed.
- (d) The Party seeking the arbitration (“Claimant”) shall deliver to the other Party (“Respondent”) and the arbitrators, at least four weeks before the hearing, a written statement (“Complaint”), including the allegations of fact and statements of legal principles it admits and which it denies. Within ten days of the receipt of the Complaint, the Respondent shall send to the Claimant and the arbitrators a response (“Response”) stating, in detail, which of the Claimant’s allegations of fact and statements of legal principles it admits and which it denies, on what grounds and on what other facts and principles of law it relies.
- (e) At the time of the delivery of the Complaint the Claimant shall provide to the Respondent copies of all documents on which it intends to rely. At the time of the delivery of the Response, the Respondent shall deliver to the Claimant copies of all documents on which it intends to rely.
- (f) If the Respondent fails to deliver a Response within the time limit referred to above, the Respondent shall be deemed to have admitted the Complaint.
- (g) Within ten days of receipt of the Response the Complainant may deliver to the Respondent and the arbitrators a written reply to the Response.
- (h) Any Party may at any time at least two weeks in advance of the Hearing make a motion to the arbitrator in the event there is a single arbitrator, or the chairman in the event of multiple arbitrators for an order for directions regarding the further conduct of the arbitration and the Hearing, including orders respecting the production of records and documents that are in their possession and power.
- (i) The time limits referred to above may be waived by the Parties on consent, or the arbitrator or arbitrators on motion by one of the Parties, should consent not be given.

- (j) At the Hearing each Party may adduce whatever evidence it deems advisable. In addition the arbitrator or arbitrators may view the site in his or their consideration of the matters complained about.
- (k) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the Hearing and viewing the site. The decision (or the majority decision as the case may be) is final and binding upon the Claimant and the Respondent, and is not to be subject to review or appeal by any Court or other body.
- (l) If the result of the arbitration is in favour, or largely in favour of one Party, the cost of the arbitration, including the expenses of that Party, shall be paid by the other. If the result is mixed, each Party shall pay its own expenses and the fees of the arbitrators shall be divided equally between them. The arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one Party, or if the result is mixed.
- (m) The arbitration shall be kept confidential and its existence and any element of it (including submissions and any evidence or documents presented or exchanged) shall not be disclosed beyond the arbitrators, the Parties (including their shareholders, auditors and insurers), their counsel and any person necessary to the conduct of the arbitration, except as required by law or the rules or requirements of any stock exchange. No individual shall be appointed as an arbitrator unless he or she agrees in writing to be bound by this confidentiality provision.

## General

- 114. The Developer shall be entitled to assign this Agreement, with the consent of the Municipality, which shall not be unreasonably delayed, withheld or conditioned, provided that the Municipality is reasonably satisfied as to the financial responsibility of the assignee, the assignee posts replacement securities provided for in this Agreement and the assignee enters into an assumption agreement with the Municipality substantially in the form attached hereto as Schedule "G". Upon all of the foregoing taking place, the Developer shall be released from its obligations under this Agreement, and the balance of any securities posted by the Developer with the Municipality shall be promptly returned. In the event the Developer assigns its interest in the Development Infrastructure or the Works it shall require the assignee to enter into an assumption agreement with the Municipality substantially in the form attached hereto as Schedule "G", whereby the assignee agrees to assume all the obligations of the Developer under this Agreement.
- 115. The Developer shall be entitled to assign this Agreement, and to charge the Development Infrastructure and Works, without the consent of the Municipality and without having to comply with Section 114, to the Developer's lenders as security for the Developer's obligations to such lenders who shall be further entitled to assign this Agreement in connection with an enforcement of their security. No such assignments shall in any way diminish or eliminate the Developer's obligations, nor shall the Municipality be subjected to any new obligations to the Developer or the assignees. The Municipality agrees to execute

and deliver an Acknowledgment and Consent Agreement in favour of any applicable lender, collateral agent or security trustee for the lenders or any assignees, substantially in the form attached hereto as Schedule "E".

116. The Developer covenants that it shall not contest the authority of the Municipality to enter into this Agreement and enforce it. The parties conclusively stipulate that the Municipality has the authority to enter into this Agreement and to enforce it. The parties covenant not to contest the legality of this Agreement.
117. Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer" and "to the Municipality's reasonable satisfaction in its sole reasonable discretion" unless specifically stated otherwise. Whenever the provisions of this Agreement require an approval or consent to be given, unless this Agreement expressly states to the contrary, the following rules shall apply:
  - (a) such approval or consent shall be in writing;
  - (b) such approval or consent shall not be unreasonably withheld, delayed or conditioned;
  - (c) the party whose approval or consent is required shall, within 10 days after the request for approval or consent is received, advise the party requesting such approval or consent in writing that it consents or approves, or that it wishes to withhold its consent or approval in which case such party shall set forth, in reasonable detail, its reasons for withholding its consent or approval; and
  - (d) any dispute as to whether or not such consent or approval has been unreasonably withheld shall be resolved by arbitration.
118. The parties hereto agree that this Agreement may be registered against the title of the lands and premises of the Developer at the cost of the Developer. The execution of this Agreement by a party is conclusive Acknowledgement and Direction by that party to the Solicitors for the Municipality and the Developer to register this Agreement on behalf of the party. The registration of this Agreement shall be deleted upon the sole application of the Municipality upon the termination of this Agreement.
119. The invalidity or unenforceability of any provision or covenant contained in this Agreement shall affect the validity and enforceability of such provision or covenant only and any such invalid provision or covenant shall be severed from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.
120. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by the parties.
121. Each of the parties covenants and agrees with the other that it will at all times hereafter execute and deliver, at the request of the other, all such further documents, deeds and instruments and will do and perform all such acts as may be necessary to give full effect to the intent and meaning of this Agreement.


122. In this Agreement, words importing the singular number include the plural and vice versa and words importing one gender include the other two genders as well.
123. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
124. The following Schedules attached hereto form part of this Agreement. For registration purposes the Schedules may be omitted. This Agreement and all the Schedules are available for viewing at the offices of the Municipality during regular office hours.


Schedule "A"	Description of Road Allowances, Transport and Haul Routes, Collector System Crossings, and Temporary Municipal Intersection Improvements
Schedule "B"	Dufferin Wind Power Site Plans and Technical Drawings
Schedule "C"	Permits
Schedule "D"	Permitted Advertising
Schedule "E"	Form of Acknowledgement and Consent Agreement
<b>Error! Reference source not found.</b>	Form of Lease
<u>Schedule "G"</u>	Form of Assumption Agreement

*[Signature page to follow]*

IN WITNESS WHEREOF the parties hereto affix their hands and seal or corporate seals, attested to by the hand of their authorized officers, as the case may be, as of the effective date first above noted


**THE CORPORATION OF THE TOWNSHIP  
OF MELANCTHON**

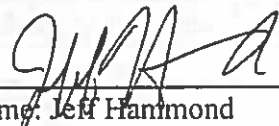
Per:   
Name: Bill Hill  
Title: Mayor

Per:   
Name: Denise B. Holmes  
Title: CAO

We have the authority to bind the Corporation.

**DUFFERIN WIND POWER INC.**

Per:   
Name: Hao Wu  
Title: President

Per:   
Name: Jeff Hammond  
Title: Senior Vice-President

We have the authority to bind the Corporation.

**Schedule "A"**

**DESCRIPTION OF ROAD ALLOWANCES, COLLECTOR SYSTEM CROSSINGS,  
AND TEMPORARY MUNICIPAL INTERSECTION IMPROVEMENTS**

<b>Collector System Lines Within Municipal Road Allowance</b>		
<b>Municipal ROW Use Map Identifier</b>	<b>Infrastructure</b>	<b>Location</b>
R-1	Collector Line	East Side of County Road 124 being part of PIN 341420005 between PINs 341420089 and 341420084
R-2	Collector Line	East Side of 3rd Line being part of PIN 341420004 between PINs 341420064 and 341420056
R-3	Collector Line	West side of 3rd Line being part of PIN 341420004 and PIN 341410005 between PINs 341420039 and 341410080
R-4	Collector Line	East side of 3 <sup>rd</sup> Line being part of PIN 341410005 between PINs 341410050 and 341410046
R-5	Collector Line	South East side of Sideroad 240 being part of PINs 341430004 and 341430054 between PINs 341430056 and 341430037
R-6	Collector Line	East side of 3 <sup>rd</sup> Line being part of PIN 341410005 between PINs 341410046 and 341410045
R-7	Collector Line	West side of 3 <sup>rd</sup> Line being part of PIN 341410005 between 341400002 and 341400141
R-8	Collector Line	East side of 4th Line being part of PIN 341420003 between PINs 341420040 and 341420038
R-9	Collector Line	South side of 30 <sup>th</sup> Sideroad between PINs 341420097 and 341420130

<b>Municipal ROW Crossings</b>		
<b>Municipal ROW Crossing Map Identifier</b>	<b>Infrastructure</b>	<b>Location</b>
F-1	Collector Line	30th Sideroad being part of PIN 341420009 and 341420118 between PINs 341420119 and 341420130
F-2	Collector Line	County Road 124 being part of PIN 341420005 between PINs 341420084 and 341420057
F-3	Collector Line	3rd Line being part of PIN 341420004 between PINs 341420064 and 341420045
F-4	Collector Line	3rd Line being part of PIN 341420004 between PINs 341420056 and 341420039
F-5	Collector Line	3rd Line being part of PIN 341420004 between PINs 341420056 and 341420039
F-6	Collector Line	County Road 21 being part of PIN 341420002 between PINs 341420056 and 341410050

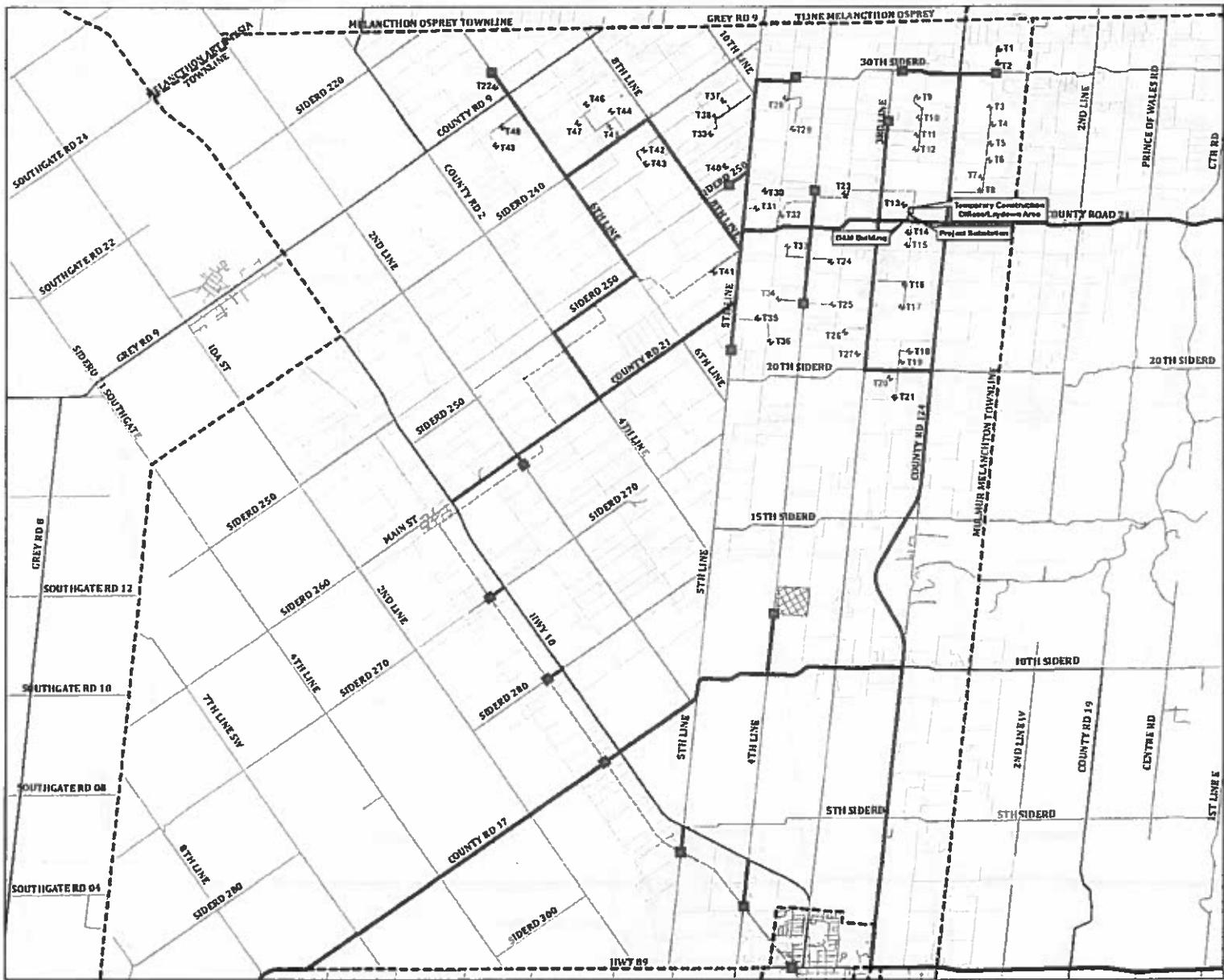


F-7	Collector Line	3rd Line being part of PIN 341410005 between PINs 341410045 and 341410029
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Municipal ROW Crossings (Continued)		
Municipal ROW Crossing Map Identifier	Infrastructure	Location
F-8a	Collector Line	20 <sup>th</sup> Sideroad being part of PIN 341410112 between PIN 341410080 and 341400141
F-8b	Collector Line	3rd Line being part of PIN 341410005 between PINs 341400056 and 341400141
F-9	Collector Line	20th Sideroad being part of PIN 341420112 between PINs 341410044 and 341400056
F-10	Collector Line	4th Line being part of PIN 341420003 between PINs 341420040 and 341420017
F-11	Collector Line	4th Line being part of PIN 341420003 between PINs 341420038 and 341420013
F-12	Collector Line	4th Line being part of PIN 341410004 between PINs 341410020 and 341410089
F-13	Collector Line	4th Line being part of PIN 341410004 between PINs 341410014 and 341410031
F-14	Collector Line	County Road 21 being part of PIN 341420002 between PINs 341420011 and 341410086
F-15	Collector Line	5th Line being part of PIN 341420001 between PINs 341420011 and 341430008
F-16	Collector Line	8th Line being part of PIN 341430001 between PINs 341430008 and 341450034
F-17	Collector Line	5th Line being part of PIN 341420001 between PINs 341420014 and 341430051
F-18	Collector Line	5th Line being part of PIN 341420001 between PINs 341430011 and 341420014
F-19	Collector Line	250 Sideroad being part of PIN 341430005 between PINs 341430011 and 341430051
F-20	Collector Line	5th Line being part of PIN 341420001 between PINs 341420025 and 341430019
F-21	Collector Line	10 <sup>th</sup> Line NE being part of PIN 341430007 between PINs 341430042 and 341430034
F-22	Collector Line	10 <sup>th</sup> Line NE being part of PIN 341430007 between PINs 341430042 and 341430037
F-23	Collector Line	8 <sup>th</sup> Line NE being part of PINs 341430001 and 341430054 between PINs 341430056 and 341450039
F-24	Collector Line	Sideroad 240 as being part of PIN 341440002 between PINs 341440051 and 341450039
F-25	Collector Line	6th Line NE being part of PIN 341440008 between PINs 341440041 and 341440030
F-26	Collector Line	County Road 9 being part of PIN 341440006 between PINs 341440033



		and 341440032
F-27	Collector Line	6th Line NE being part of PIN 341440008 between PINs 341440033 and 341440045
<b>Temporary Municipal Intersection Improvements</b>		
<b>Intersection Improvement Map Identifier</b>	<b>Infrastructure</b>	<b>Location</b>
DWP-CIN-001	Fill & Grade	CR 124 & SR 20
DWP-CIN-002	Fill & Grade	CR 124 & CR 21
DWP-CIN-003	Fill & Grade	CR 124 & SR 30
DWP-CIN-004	Fill & Grade	SR 30 & 5 <sup>th</sup> Line
DWP-CIN-005	Fill & Grade	CR 21 & 3rd Line
DWP-CIN-006	Fill & Grade	CR 21 & 4th Line
DWP-CIN-007	Fill & Grade	CR 21 & 5th Line
DWP-CIN-008	Fill & Grade	5th Line & SR 250
DWP-CIN-009	Fill & Grade	5 <sup>th</sup> Line (CR 21) & 8 <sup>th</sup> Line NE
DWP-CIN-010	Fill & Grade	8th Line NE & SR 240
DWP-CIN-011	Fill & Grade	SR 240 & 6th Line NE
DWP-CIN-017	Fill & Grade	CR 17 & 4 <sup>th</sup> Line
DWPP-T-HR-1 R1	Fill & Grade	3 <sup>rd</sup> Line
DWPP-T-HR-2 R1	Fill & Grade	CR 21 & 3rd Line
DWPP-T-HR-3 R1	Fill & Grade	CR 21 & 4 <sup>th</sup> Line
DWPP-T-HR-4A R1	Fill & Grade	4 <sup>th</sup> Line
DWPP-T-HR-4B R1	Fill & Grade	CR 21 & 5 <sup>th</sup> Line
DWPP-T-HR-5 R1	Fill & Grade	CR 21
DWPP-T-HR-6 R1	Fill & Grade	SR 250 & 6 <sup>th</sup> Line
DWPP-T-HR-7 R1	Fill & Grade	SR 250
DWPP-T-HR-7A R1	Fill & Grade	SR 250 & 4 <sup>th</sup> Line
DWPP-T-HR-8 R1	Fill & Grade	4 <sup>th</sup> Line
DWPP-T-HR-9A R1	Fill & Grade	CR 21 East
DWPP-T-HR-10 R1	Fill & Grade	2 <sup>nd</sup> Line
DWPP-T-HR-12 R1	Fill & Grade	SR 270
DWPP-T-HR-13 R1	Fill & Grade	SR 280
DWPP-T-HR-14 R1	Fill & Grade	CR 17
DWPP-T-HR-15 R1	Fill & Grade	5 <sup>th</sup> Line
DWPP-T-HR-16 R1	Fill, Grade & Culvert	4 <sup>th</sup> Line



**Dufferin Wind Power Project**

**Wind Facility Haul Routes**

Drawing Number:  
DHR 1000 - 2012 A

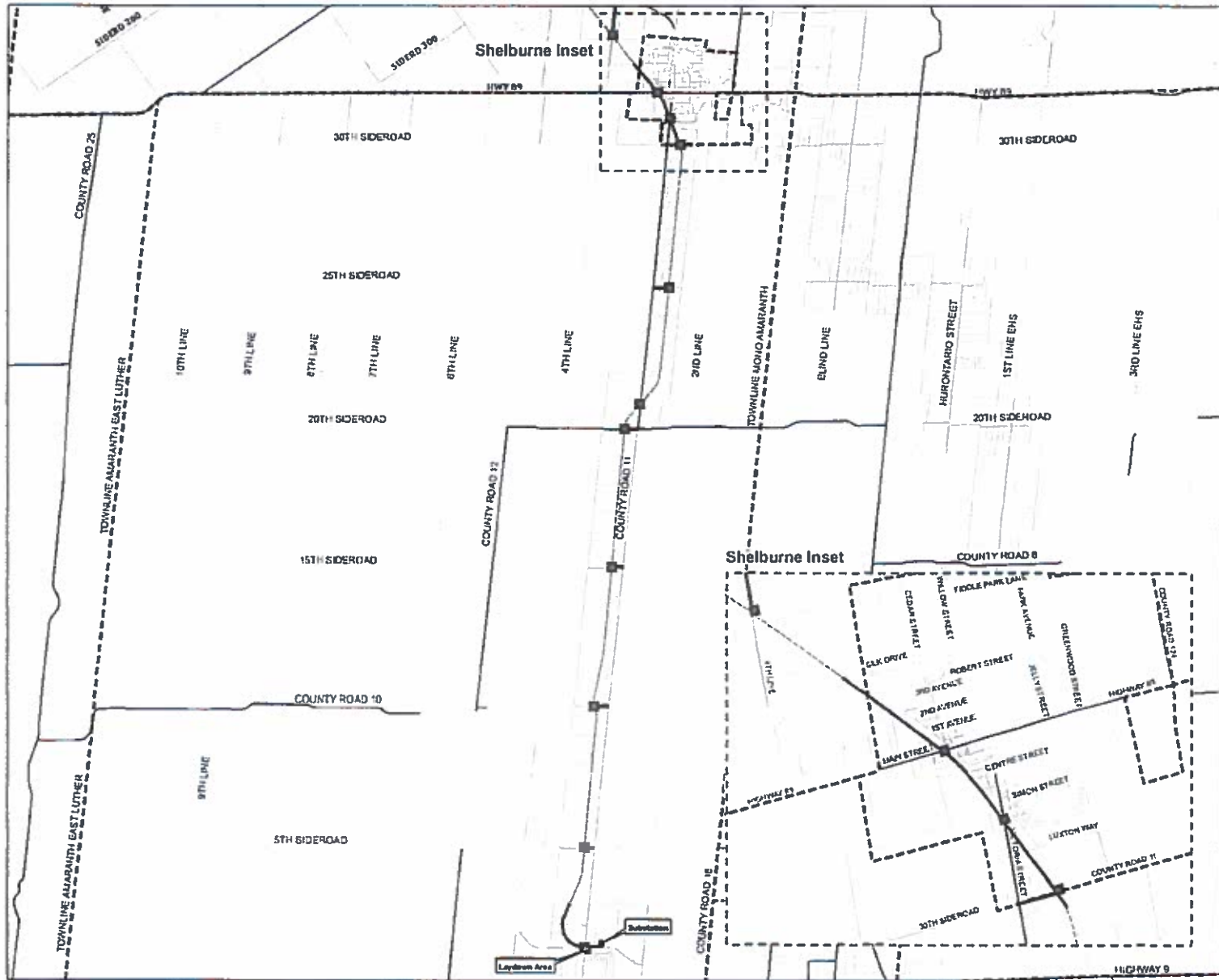
**Legend**

- Martenson Haul Route
- K Line Haul Route
- Major Roads
- Local Roads
- Parcels
- Lots/Concessions
- - - Municipalities
- Project Components**
- ⚡ GE 1.6 MW Turbine
- ⚡ GE 2.35 MW Turbine
- ▲ MET Tower
- ▲ MET Station
- ▲ Substation
- ▲ Operations and Maintenance Building
- Temporary Construction Offices/Laydown Area
- 230 KV Line Power Line
- - - Access Roads
- ▨ Temporary Storage Area



**DILLON**  
CONSULTING

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Checked By: DR  
Date Created: 08/10/11  
Date Modified: 07/05/12  
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User: sfg\mccrea\DRH 1000 - 2012 (230 KV) A.dwg



# Dufferin Wind Power Project

## Wind Facility Haul Routes

Drawing Number:  
DHR 1000 - 2012 B

### Legend

- K-Line Haul Route
  - Major Roads
  - Local Roads
  - Fences
  - Lots/Concessions
  - Municipalities
- ### Project Components
- Orangeville Transmission Station
  - Switching Station
  - Laydown Area
  - 230kV Power Line
  - Directional Drilling



**DILLON**  
CONSULTING

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Date Modified: 06/28/13  
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## **Schedule "B"**

### **SITE PLANS AND TECHNICAL DRAWINGS**

- DWP, Project Site Plan, Dwg. DSP 1000 - 2012 A - 12 July 2013
- DWP, Project Site Plan, Dwg. DSP 1000 - 2012 B - 12 July 2013
- DWP, Municipal Crossing Plans (Collector System) - 25 July 2013
- DWP, Haul Route Map, Dwg. DHR 1000 - 2012 A - 25 July 2013
- DWP, Haul Route Map, Dwg. DHR 1000 - 2012 B - 25 July 2013
- DWP, Cross Section of 34.5 kV Underground Segment
- DWP, Cross Section of Typical Entrance Plan
- DWP, Temporary Municipal Intersection Improvements, DWG. DWP-CIN-HR - 25 July 2013

## **Schedule "C"**

### **PERMITS TO BE DELIVERED TO MUNICIPALITY**

1. Renewable Energy Approval (REA), Ministry of Environment
2. Notice to Proceed (NTP), Ontario Power Authority
3. Leave to Construct (LTC), Ontario Energy Board

## Schedule "D"

### PERMITTED ADVERTISING

The Municipality and Developer agree to limit advertising within the project area to the following approved advertising:

1. A lighted, outdoor, landmark, project sign located adjacent to the entrance of, or on, the Dufferin Wind Operations & Maintenance Facility located on County Rd 21, PIN 34142-0065.
2. Corporate name and logo (DWG LP-DWP 1000-2012) located on project vehicles
3. Corporate name and logo (DWG LP-DWP 1000-2012) located on staff uniforms
4. Corporate name and logo (DWG LP-DWP 1000-2012) on access/security signs at the entrance to maintenance yards, electrical substations, primary and secondary access roads, wind turbines, and each meteorological tower site
5. The corporate name and logo (DWG LP-DWP 1000-2012) mounted on each side of the nacelle on the following wind turbines:

Wind Turbine	Location (PIN)
T1	34142-0119
T4	34142-0096
T8	34142-0089
T11	34142-0065
T13	34142-0065
T14	34141-0050
T15	34141-0050
T17	34141-0046
T21	34140-0056
T31	34142-0011
T32	34142-0012
T33	34141-0022
T35	34141-0018
T37	34143-0034
T41	34145-0032
T43	34145-0039
T48	34144-0030

July 30, 2013

**Drawings:**

1. DWP, Corporate Logo DWG LP-DWP 1000-2012
2. DWP, Permitted Advertising Map (WTGs)

Schedule "E"

ACKNOWLEDGMENT AND CONSENT AGREEMENT FORM

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF MELANCTHON  
("Owner")

and

\*\*\*  
("Agent")

ACKNOWLEDGEMENT AND CONSENT AGREEMENT

This Owner's Acknowledgement and Consent Agreement ("Acknowledgement") made as of the ■ day of ■, 2012 by and between THE CORPORATION OF THE TOWNSHIP OF MELANCTHON (the "Owner") and ■, as agent (the "Agent") pursuant to a credit agreement dated ■, 2012 (as amended, supplemented, restated, extended, renewed or replaced from time to time, the "Credit Agreement") between, Dufferin Wind Power Inc. *inter alia*, \_\_\_\_\_ the Agent, ■ and the other financial institutions from time to time party thereto, as lenders (collectively, the "Lenders") and ■, in its capacity as collateral agent under the Agreement made as of ■, 2012 (as amended, supplemented, restated, extended, renewed or replaced from time to time, the "Collateral Agency Agreement") between Dufferin Wind Power Inc., the persons who are, and from time to time become, parties thereto as guarantors (including ■) and ■ (the "Collateral Agent"), as agent for the Secured Creditors (as defined therein).

WHEREAS:

A. Dufferin Wind Power Inc. (the "Developer") entered into an Agreement and Transfer and Grant of Easement dated ■ registered against title to the lands described in the Agreement (the "Lands") on ■ as Instrument No. ■ (the "Agreement"), pursuant to which the Owner has granted to the Developer, *inter alia*, certain rights in connection with access to municipal roads (the "Rights") on the terms and conditions set out in the Agreement.

B. Pursuant to, respectively, the Credit Agreement and the Collateral Agency Agreement (and documentation delivered in connection therewith), the Agent and Collateral Agent, respectively, have been granted charges, mortgages, assignments and security interests (collectively, the "Security Interests") in all of the property, undertaking, assets, interests, rights and benefits of the Developer, including without limitation, all of the Developer's right title, estate, interest and equity in the Lands, the Agreement, the Easement, all rights, privileges, benefits, agreements and interests therein, and all improvements, equipment, structures, chattels,



personal property and appurtenance thereto in, on, under or appurtenant to the Lands (collectively, the "Collateral").

C. The Owner has agreed to execute and deliver this Acknowledgement to the Agent and the Collateral Agent pursuant to the provisions of the Agreement.

**NOW THEREFORE** in consideration of the sum of Two Dollars (\$2) paid by each of the Agent and the Collateral Agent to the Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges, covenants and confirms to each of the Agent and the Collateral Agent, as follows:

1. The Owner consents to the creation of the Security Interests and the registration thereof on the title to the Lands in the applicable land registry office(s).
125. The Owner acknowledges that, following an event of default by the Developer under the Credit Agreement or an event of default as defined in the Collateral Agency Agreement (each, and "Event of Default"), the Collateral Agent, the Lenders, the Collateral Agent or the Secured Creditors or any nominee or designee thereof or any receiver or receiver-manager (collectively, an "Agent Party") shall have the right to enforce the Security Interests, including, without limitation, the right to enjoy and enforce the rights of the Developer under the Agreement and, in the course of the enforcement of such rights, shall be entitled to sell, assign, transfer, negotiate or otherwise dispose of the Agreement, provided that in exercising such rights the Agent Party shall assume all of the liabilities and obligations of the Developer under or in connection with the Agreement.
126. The Owner agrees:
  - (a) to give each of the Agent and the Collateral Agent written notice (at the addresses below) of any default by the Developer under the Agreement, concurrent with the delivery of such notice to the Developer;
  - (b) that if the Developer fails to cure the breach or default identified in such notice, the Agent, the Collateral Agent or any other Agent Party may, but in no way shall be obligated to, cure such default and the Owner shall not terminate the Agreement or exercise any other remedy under the Agreement if the Agent, the Collateral Agent or any other Agent Party, within 90 days of the date of the Collateral Agent's receipt of the written notice referred to in section 126(a) above, is diligently proceeding to cure such breach or default;
  - (c) that if any default by the Developer the Agreement is not of a curable nature, it will not exercise any right to terminate if the Agent, Collateral Agent or any other Agent Party or nominee thereof agrees to assume the rights and obligations of Plateau under the Agreement, including its obligations under the Operation and Maintenance Part, to the extent that it is capable of capable of assuming and correcting the default by the Developer, so long the Collection Infrastructure is still operating and the Agent, Collateral Agent, Agent Party or nominee promptly

and diligently commences and pursues the curing of all other outstanding defaults under the Agreement;

- (d) that if the Agreement is terminated or surrendered for any reason prior to the expiry of the term thereof, whether as a result of a default by the Developer thereunder or otherwise, the Owner shall give notice of such termination to each of the Agent and the Collateral Agent and shall offer to enter into a new or replacement agreement (the "Replacement Agreement") with the Agent, the Collateral Agent or another Agent Party or other person designated by, as applicable, the Agent, the Collateral Agent or other Agent Party, which Replacement Agreement shall be upon the same terms and conditions as the Agreement;
  - (e) that if within 30 days of receipt of the notice referred to in item section 126(d) above, the Collateral Agent or other Agent Party requests a Replacement Agreement, the Owner shall enter into such Replacement Agreement with, as applicable, the Collateral Agent or other Agent Party or other person designated by the Collateral Agent or other Agent Party. Notwithstanding any of the foregoing, the Agent Party confirms and acknowledges that the Owner shall not be liable to the Agent Party for the non-delivery of any notice pursuant to section 126(a) above;
  - (f) that although the Owner and the Developer may modify the Agreement from time to time between themselves, the Collateral Agent will not be bound by any material adverse modifications made without the Collateral Agent's prior written consent; and
  - (g) the Owner will, at any time and from time to time, upon not less than five business days' prior request by the Collateral Agent and the payment of the Owner's reasonable fees, deliver to the Collateral Agent a statement in writing certifying that: (i) the Agreement is in full force and full effect unamended (or setting out any such amendments), (ii) all amounts owing and payable under the Agreement have been paid (or setting out any unpaid amounts), and (iii) to the Owner's knowledge, the Developer is not in default of its obligations under the Agreement in any material respect (or setting out any such defaults).
127. The Agent covenants and agrees with the Owner that during any period the Agent exercises its Security Interests and takes possession of the Developer's interest in the Lands (either directly or indirectly through an Agent Party) or takes control of or manages the Developer's interest in the Lands or the Collateral or any part thereof, or forecloses upon the Agreement, or succeeds to the interest of the Developer under the Agreement, it will assume all of the obligations of the Developer under or in connection with the Agreement during such period to the extent that they may be performed by the Collateral Agent, and thereafter observe and perform all of the Developer's obligations under the Agreement to the extent that they may be performed by the Collateral Agent.

128. The Collateral Agent covenants and agrees with the Owner that during any period the Collateral Agent exercises its Security Interests and takes possession of the Developer's interest in the Lands (either directly or indirectly through an Agent Party) or takes control of or manages the Developer's interest in the Lands or the Collateral or any part thereof, or forecloses upon the Agreement, or succeeds to the interest of the Developer under the Agreement, it will assume all of the obligations of the Developer under or in connection with the Agreement during such period to the extent that they may be performed by the Collateral Agent, and thereafter observe and perform all of the Developer's obligations under the Agreement.
129. The Owner confirms and acknowledges that in the event that the Collateral Agent or any other Agent Party assigns, transfers or otherwise disposes of its interest in the Agreement pursuant to its Security Interests (a "Transfer"), it will not unreasonably withhold, delay or condition its consent to the Transfer, and, upon such assignee or transferee covenanting and agreeing in writing with the Owner to assume and perform all of the covenants and obligations of the Developer pursuant to the Agreement, each of the Collateral Agent and the other Agent Party shall, thereupon and without further agreement, be freed and relieved of all liability with respect to the Agreement from and after the effective date of such Transfer.
130. All notices hereunder shall be in writing, sent by registered mail, return receipt requested or by fax, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.
131. This Acknowledgement may be executed in any number of counterparts, shall be governed by the laws of the Province of Ontario and binds and inures to the benefit of the Collateral Agent, and its successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of the Owner.
132. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required by any other party hereto in order to more effectively carry out the true intent of this Acknowledgement.

The provisions of this Acknowledgement shall continue in effect until the Owner shall have received the written certification of the Collateral Agent that all amounts advanced, and obligations arising, under the Credit Agreement and all Obligations (as defined in the Collateral Agency Agreement) have been paid and performed in full.

**IN WITNESS WHEREOF**, this Acknowledgement is executed by the parties.

**THE CORPORATION OF THE TOWNSHIP OF  
MELANCTHON**

per:

\*\*\*, Mayor

\*\*\*, CAO

We have authority to bind the Corporation

Address for Notice:

\*\*\*

\*\*\*

per:

\*\*\*, Title

\*\*\*, Title

We have authority to bind the Corporation

Address for Notice:

\*\*\*

**Schedule "G"**

**ASSUMPTION AGREEMENT FORM**

**ASSUMPTION AGREEMENT**

**THIS AGREEMENT** (the "Assumption Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 201█.

**BETWEEN:**

**THE CORPORATION OF THE TOWNSHIP OF  
MELANCTHON**

("Melancthon")

- and -

**DUFFERIN WIND POWER INC.**

(the "Assignor")

- and -

█

(the "Assignee")

**RECITALS:**

- A. The Assignor and Melancthon are parties to the Melancthon-Dufferin Wind Agreement dated as of the █ day of July, 2013 (as the same may be amended, supplemented or restated from time to time, the "Agreement").
- B. The Assignor proposes to assign to the Assignee its interest in the Agreement, Development Infrastructure and Works (as those terms are defined in the Agreement) (the "Proposed Transfer").

**NOW THEREFORE THIS ASSUMPTION AGREEMENT WITNESSES** that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

**1. Consent**

Melancthon hereby consents to the Proposed Transfer.

**2. Assumption of Obligations**

The Assignee hereby assumes responsibility for the performance of all of the Assignor's obligations pursuant to the Agreement with effect from completion of the Proposed Transfer.

**3. Release**

Upon posting the replacement securities provided for in the Agreement, the Assignor shall be released from its duties, obligations and liabilities to Melancthon under the Agreement from and after completion of the Proposed Transfer.

**4. Further Assurance**

Melancthon agrees to do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments and documents as may reasonably be requested in order to carry out the intent and accomplish the purposes of this Assumption Agreement and the consummation of the Proposed Transfer.

**5. Execution and Delivery**

This Assumption Agreement may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be an original but all of which taken together shall constitute one and the same document. A party's transmission by facsimile or electronic mail of this Assumption Agreement duly executed by that party shall constitute effective delivery by that party of an executed copy of this Assumption Agreement.

**6. Governing Law**

This Assumption Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

July 30, 2013

IN WITNESS WHEREOF the parties hereto have executed this agreement on the date first above written.

**THE CORPORATION OF THE TOWNSHIP OF  
MELANCTHON**

by: \_\_\_\_\_  
Name:  
Title:

by: \_\_\_\_\_  
Name:  
Title:

**DUFFERIN WIND POWER INC.**

by: \_\_\_\_\_  
Name:  
Title:

by: \_\_\_\_\_  
Name:  
Title:

**[ASSIGNEE]**

by: \_\_\_\_\_  
Name:  
Title:



*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: MOU BETWEEN THE TOWNSHIP OF MULMUR AND MELANCTHON REGARDING THE NDCC**

**MEETING DATE: JULY 13, 2023**

---

At the Joint Council Meeting of Mulmur and Melancthon Townships held on June 29, 2023, the following motion was introduced and passed:

**Moved by Plowright, Seconded by Cunningham**

THAT Council approve the Memorandum of Understanding as amended for the creation of a NDCC Committee specializing in special events and fundraising. **CARRIED.**

I am placing this matter on the Agenda so that it can be accepted by the Council of the Township of Melancthon and signed by Mayor White.



## **Memorandum of Understanding made this 29<sup>th</sup> day of June, 2023**

### **Between:**

*The Corporation of the Township of Mulmur ("Mulmur")*

*and*

*The Corporation of the Township of Melancthon ("Melancthon")*

*(jointly referred to as the "Partners")*

### **Purpose and Scope**

*The purpose of this MOU is to identify clearly the roles and responsibilities of the NDCC Committee ("Committee") in connection with the North Dufferin Community Centre (the "NDCC").*

### **Goals of the Partners**

*The Partners aim to work together to make the NDCC a vibrant hub of community life in the Hamlet of Honeywood. They desire that through their joint efforts, the events and fundraising of the NDCC should be effective, efficient and transparent.*

### **Annual Plan**

*Each year, the Committee will work together to develop an annual plan for the NDCC (the "Annual Plan"). The Annual Plan will be the primary planning tool for the orderly and transparent fundraising and event planning of the NDCC. The Committee will submit a draft Annual Plan setting out in brief its report on the previous year, its annual goals, revenue plan, special funding requirements, general funding requirements, any other requests in connection with Committee Activities for the upcoming year. The Partners will review the draft Annual Plan and accept or modify it. Once the Annual Plan has been approved by both Partners, the Committee will be solely responsible for decisions in connection with Committee Activities provided that they are within the scope of the Annual Plan.*

### **Annual Goals for the NDCC**

*It is understood and agreed that the Committee should continue to support activities that have historically been central to the NDCC, such as fundraisers, holiday events, etc. The Annual Plan should also include any new goals the Committee intends to pursue during the year.*

## **Committee Meetings**

*The Committee will have regular meetings and a member from within the Committee shall be appointed as the Secretary of the Committee who will liaise with the Township of Melancthon Staff for Secretarial support. The Committee shall elect a Chairperson (Chair) and Vice-Chairperson (Vice-Chair) from among its members at the first meeting of the Committee each calendar year. The Chair shall preside over all meetings of the Committee and be charged with the general administration of the Committee. Meetings shall be held in accordance with the Township of Melancthon Procedural By-law.*

## **Responsibilities of the Partners**

*The Partners will contribute \$2,000.00 each, at the signing of this Memorandum of Understanding, towards a cash account for the Committee to use to float events and fundraising expenditures. The Committee will appoint an internal Treasurer, who will be responsible for tracking and coordinating the expenses of the fundraising activities and who will liaise with the Township of Mulmur Treasurer.*

*At the beginning of each budget year, the Committee may recommend a project to fundraise for.*

## **Annual Funding for NDCC Activities**

*It is understood that the NDCC Activities will be managed in such a way as to recover costs.*

## **Mutual Support**

*The Partners and the Committee will at all times work together in good faith and use their best efforts to support each other in achieving the agreed upon goals for the NDCC and in resolving amicably any differences that may arise between them.*

## **Amendment of Memorandum of Understanding**

*This MOU may be amended at any time by the mutual consent of both Partners.*

## **Signatures**

Township of Melancthon



Township of Mulmur

Mayor Darren White



Mayor Janet Horner



**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: July 13, 2023**

**SUBJECT: Budget Summary**

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### **Purpose**

The purpose of this report is to present the Mid Season Budget Summary to Council for review.

### **Discussion**

Notable points:

The Budget Summary provided with this report shows the 2023 Approved Budget and the 2023 Actuals to date. We still have calcium bills and gravel bills to pay for this season. As per the attached schedule, I have no major concerns at this time.

Respectfully submitted

Sarah Culshaw

**2023 INTERIM BUDGET AS AT JUNE 25, 2023**

<b>Account</b>	<b>Description</b>	<b>2023 Budget</b>	<b>2023 Actual</b>
	<b>Council</b>		
01-5001-1010	Wages Council	\$96,140.00	\$48,282.91
01-5001-1025	Receiver General	\$4,450.00	\$2,352.23
01-5001-1030	Employer Health Tax	\$1,850.00	\$941.50
01-5001-1070	Mileage	\$1,000.00	\$126.00
01-5001-1080	Conventions/Training	\$7,500.00	\$3,102.51
01-5001-1090	Meals	\$600.00	\$48.17
01-5001-2190	Miscellaneous	\$6,000.00	\$2,767.42
	<b>Administration</b>		
01-5002-1010	Wages/Vacation Pay/Unused Sick Pay	\$320,360.00	\$166,291.87
01-5002-1020	Benefits	\$32,000.00	\$13,648.91
01-5002-1022	Training	\$1,500.00	\$786.09
01-5002-1025	Receiver General	\$18,720.00	\$12,866.44
01-5002-1026	Meetings	\$1,000.00	\$-
01-5002-1030	Employer Health Tax	\$6,240.00	\$3,260.59
01-5002-1040	Workplace Safety Insurance Board	\$8,840.00	\$5,512.53
01-5002-1065	OMERS - Township Cont.	\$34,300.00	\$17,276.40
01-5002-1070	Mileage	\$1,500.00	\$199.50
01-5002-1080	Conventions	\$4,000.00	\$1,874.94
01-5002-2010	Office Supplies	\$6,800.00	\$4,086.60
01-5002-2020	Postage	\$7,000.00	\$1,620.95
01-5002-2025	Office Furniture	\$1,200.00	\$366.43
01-5002-2030	Office Equipment	\$4,500.00	\$1,845.92
01-5002-2035	Computer Program Updates & IT Support	\$23,500.00	\$6,975.13
01-5002-2036	Computer & Server Purchases	\$500.00	\$-
01-5002-2037	ESRI License Agreement	\$3,100.00	\$2,605.06
01-5002-2040	Advertising	\$1,500.00	\$-
01-5002-2050	Audit	\$24,000.00	\$14,755.20
01-5002-2060	Memberships	\$3,400.00	\$3,877.50
01-5002-2080	Hydro	\$5,300.00	\$3,949.62
01-5002-2090	Telephone	\$2,500.00	\$1,575.33
01-5002-2094	Internet	\$1,800.00	\$1,154.50
01-5002-2095	Website Maintenance	\$500.00	\$-
01-5002-2100	Legal Fees/Professional Fees	\$55,000.00	\$6,908.27
01-5002-2102	Integrity Commissioner Services	\$3,000.00	\$423.32
01-5002-2103	HEALTH & SAFETY SERVICES	\$4,700.00	\$-
01-5002-2109	Township Compensation Plan	\$15,000.00	\$-
01-5002-2110	Insurance	\$52,000.00	\$696.74
01-5002-2162	Building Mtce.	\$8,000.00	\$3,385.61
01-5002-2163	Office Cleaning	\$2,400.00	\$915.84
01-5002-2164	Landscaping	\$300.00	\$-
01-5002-2165	Water Sampling	\$125.00	\$27.01
01-5002-2190	Miscellaneous	\$4,000.00	\$587.88
01-5002-2193	MMAHO-Modernization 2019 - Efficiencies	\$-	\$15,521.73
01-5002-2200	Petty Cash	\$500.00	\$-
01-5002-4010	Tax Write-offs	\$ 35,000.00	\$218.14

01-5002-4015	Penny Rounding	\$-	\$0.02
01-5002-4030	Bank Charges & Other Charges	\$1,300.00	\$567.40
01-5002-6133	MARKDALE HOSPITAL DONATION	\$10,000.00	\$10,000.00
01-5002-6135	Grants	\$3,750.00	\$750.00
01-5002-6136	ERSKINE HEALTH CLINIC	\$5,000.00	\$5,000.00
01-5002-7011	Loan for Municipal Building Expansion	\$13,057.00	\$-
	<b>Fire Department</b>		
01-5003-6010	Mulmur Melancthon Fire Department	\$127,070.00	\$60,707.93
01-5003-6020	Shelburne and District Fire Department	\$167,099.00	\$83,549.20
01-5003-6030	Dundalk Fire Department	\$112,990.00	\$37,415.00
	<b>Policing</b>		
01-5004-2310	TASK FORCE	\$5,000.00	\$-
01-5004-3050	Policing	\$435,468.00	\$179,987.44
01-5004-3052	Policing - RIDE Program Costs	\$6,600.00	\$6,741.68
01-5004-3053	Police Services Board	\$300.00	\$-
01-5004-3055	OPP Community Policing Office	\$350.00	\$-
	<b>Conservation Authorities</b>		
01-5004-6040	Nottawasaga Valley	\$13,745.00	\$6,785.48
01-5004-6050	Grand River	\$21,055.00	\$14,036.67
	<b>Animal Control</b>		
01-5004-6150	Animal Control	\$7,200.00	\$3,137.26
01-5004-6155	By-law Enforcement	\$12,000.00	\$9,057.54
	<b>Roads</b>		
01-5005-1010	Wages/Vacation Pay/Unused Sick Pay	\$421,200.00	\$221,006.93
01-5005-1020	Benefits	\$28,000.00	\$12,157.45
01-5005-1022	Training	\$4,000.00	\$502.70
01-5005-1025	Receiver General	\$45,760.00	\$29,159.82
01-5005-1065	OMERS - Township Cont.	\$37,960.00	\$17,743.48
01-5005-2010	Office Supplies	\$2,000.00	\$-
01-5005-2036	GPS Equipment/Tracking Expenses	\$5,500.00	\$1,450.35
01-5005-2040	Advertising	\$750.00	\$-
01-5005-2041	Signs	\$6,000.00	\$188.15
01-5005-2050	Audit	\$10,000.00	\$-
01-5005-2060	Memberships	\$150.00	\$-
01-5005-2070	Heating	\$16,000.00	\$8,585.90
01-5005-2080	Hydro	\$7,000.00	\$5,112.21
01-5005-2090	Telephone	\$1,200.00	\$-
01-5005-2091	Mobile Telephone	\$1,500.00	\$377.21
01-5005-2100	Legal Fees/Professional Fees	\$20,000.00	\$4,036.60
01-5005-2103	HEALTH & SAFETY SERVICES	\$5,000.00	\$-
01-5005-2104	Health & Safety Materials & Supplies	\$1,000.00	\$105.20
01-5005-2110	Insurance	\$70,000.00	\$1,093.17
01-5005-2112	ASSET MANAGEMENT PLAN	\$6,000.00	\$5,500.13
01-5005-2150	Diesel Clear	\$70,000.00	\$40,835.25
01-5005-2155	Diesel Dyed	\$65,000.00	\$33,455.36
01-5005-2162	Building Mtce.	\$20,000.00	\$2,926.86
01-5005-2165	Materials & Supplies/Stock-Roads	\$7,000.00	\$2,191.61
01-5005-2166	Coveralls & Shop Towels	\$6,000.00	\$2,633.00
01-5005-2180	Oil	\$5,000.00	\$1,245.20

01-5005-2185	Oil Separator Clean Out	\$2,200.00	\$-
01-5005-2190	Miscellaneous	\$2,000.00	\$1,757.79
01-5005-2191	Radio & Truck License	\$12,000.00	\$11,606.84
01-5005-2192	Shop Tools	\$5,000.00	\$3,137.17
01-5005-2195	Radio Maintenance & Repair	\$2,500.00	\$-
01-5005-3000	SERVICES & RENTS	\$7,500.00	\$2,206.42
01-5005-3068	TR#8 REPAIRS	\$-	\$1,247.71
01-5005-3069	TR#7 - REPAIRS	\$5,000.00	\$773.37
01-5005-3070	TR#7 - FUEL	\$18,000.00	\$6,800.42
01-5005-3071	TR#1-REPAIRS	\$5,000.00	\$1,117.84
01-5005-3073	TR#2-REPAIRS	\$15,000.00	\$12,641.46
01-5005-3074	TR#3-REPAIRS	\$15,000.00	\$1,186.60
01-5005-3075	TR#4-REPAIRS	\$15,000.00	\$833.48
01-5005-3076	TR#5-REPAIRS	\$15,000.00	\$2,942.39
01-5005-3077	TR#6-REPAIRS	\$15,000.00	\$3,007.69
01-5005-3079	GR#1-CAT-REPAIRS	\$15,000.00	\$4,884.28
01-5005-3080	GR#2-REPAIRS	\$15,000.00	\$5,565.15
01-5005-3081	BACKHOE	\$3,000.00	\$-
01-5005-3082	LOADER	\$2,500.00	\$1,169.17
01-5005-3083	JOHN DEERE MOWER	\$1,000.00	\$-
01-5005-3084	POWER WASHER	\$3,000.00	\$-
01-5005-3085	CHAIN SAW	\$-	\$-
01-5005-3086	ROADSIDE MOWER	\$2,000.00	\$-
01-5005-3100	Bridges and Culvert Mtce.	\$15,000.00	\$-
01-5005-3101	BRIDGE # 6	\$20,000.00	\$-
01-5005-3102	BRIDGE # 7	\$25,000.00	\$-
01-5005-3105	Bridge Inspections	\$16,300.00	\$597.84
01-5005-3112	BRIDGE #2028- HM	\$18,000.00	\$-
01-5005-3200	Roadside Mtce.	\$1,000.00	\$-
01-5005-3206	DITCHING	\$30,000.00	\$-
01-5005-3210	Gravel Resurfacing	\$400,000.00	\$-
01-5005-3211	Gravel Maintenance	\$30,000.00	\$28,417.57
01-5005-3212	PARK MAINTENANCE	\$-	\$3,154.74
01-5005-3215	GRASS MOWING/WEED SPRAYING	\$2,675.00	\$272.00
01-5005-3300	Hardtop Resurfacing	\$-	\$-
01-5005-3304	Preventive Maintenance	\$20,000.00	\$-
01-5005-3310	Cold Mix, Patching, Routine Mtce	\$6,000.00	\$1,229.98
01-5005-3315	SHOULDER MTCE	\$5,000.00	\$-
01-5005-3320	Street Sweeping	\$5,500.00	\$5,163.30
01-5005-3321	Line Painting	\$17,000.00	\$16,855.83
01-5005-3322	Catch Basins	\$2,500.00	\$-
01-5005-3410	Calcium/Dust Control	\$170,000.00	\$33,122.00
01-5005-3500	Winter Control - Plow & Wing Parts	\$20,000.00	\$5,517.04
01-5005-3505	Snow Removal/Blowing	\$-	\$-
01-5005-3510	SAND & SALT	\$55,000.00	\$2,145.15
01-5005-3610	GUIDE POSTS & HARDWARE	\$5,000.00	\$-
01-5005-3750	Townlines	\$1,000.00	\$223.74
01-5005-3800	Contract Work	\$1,000.00	\$-
01-5005-3851	Road Crossings due to Drain Maintenance	\$55,000.00	\$-
01-5005-7005	ROADS-NEW EQUIPMENT	\$822,000.00	\$-

01-5005-7021	CULVERT 2027 LOAN	\$40,907.00	\$13,635.84
	<b>Street Lights</b>		
01-5006-3025	Street Lights LED	\$5,000.00	\$2,158.08
01-5006-3026	LED Streetlight Repair	\$1,000.00	\$-
	<b>Landfill</b>		
01-5007-2105	Landfill Study/Monitoring	\$16,318.00	\$8,158.61
01-5007-2171	Levelling	\$7,500.00	\$-
01-5007-2190	Miscellaneous	\$100.00	\$10.00
01-5007-7001	Rehabilitation Reserve	\$10,000.00	\$-
	<b>Drainage</b>		
01-5009-3060	Superintendent Services	\$50,000.00	\$6,041.31
01-5009-3070	Nuisance Beaver & Beaver Dam Removal	\$5,000.00	\$166.06
	<b>Recreation</b>		
01-5010-5055	Corbetton Park	\$2,500.00	\$109.31
01-5010-6060	Hornings Mills Park	\$5,500.00	\$1,336.95
01-5010-6062	Horning's Mills Hall OTF Grant Expenses	\$-	\$13,030.01
01-5010-6065	Horning's Mills Community Hall	\$12,000.00	\$7,810.77
01-5010-6066	Hornings Mills Heritage Project	\$500.00	\$-
01-5010-6068	HORNING'S MILLS HALL BOARD	\$2,000.00	\$-
01-5010-6070	Centre Dufferin Rec Complex	\$54,000.00	\$13,009.50
01-5010-6080	Dundalk Community Centre	\$15,500.00	\$3,775.50
01-5010-6100	North Dufferin Community Centre	\$62,773.00	\$32,321.13
01-5010-6200	HERITAGE COMMITTEE	\$3,500.00	\$-
	<b>Library</b>		
01-5011-6110	Shelburne Library	\$61,915.00	\$46,436.25
01-5011-6120	Dundalk Library	\$9,000.00	\$-
	<b>Planning</b>		
01-5012-2100	Legal Fees/Professional Fees	\$60,000.00	\$13,672.61
01-5012-2101	LPAT Appeals	\$15,000.00	\$-
01-5012-2108	Official Plan	\$30,000.00	\$-
01-5012-2109	New Zoning By-law	\$45,000.00	\$-
01-5013-6140	Livestock Claims	\$4,000.00	\$1,013.85
	<b>Cemetery</b>		
01-5016-8902	Horning's Mills Cemetery	\$5,000.00	\$-

	Revenue		
01-4001-0700	Supplementary Taxation	(\$85,000.00)	\$-
01-4003-0100	Provincial Properties	(\$1,950.00)	(\$486.61)
01-4004-0100	Community Reinvestment Fund	(\$25,000.00)	\$-
01-4004-0150	Ontario Municipal Partnership Fund	(\$175,300.00)	(\$87,650.00)
01-4004-0151	TRILLIUM GRANT - HORNING'S MILLS HALL	\$-	\$-
01-4004-0156	OCIF Funding	(\$100,000.00)	(\$100,000.00)
01-4004-0164	ICIP Grant	\$-	\$-
01-4004-0172	Court Security & Prisoner Transportation Upload	(\$730.00)	\$-
01-4004-0300	RIDE Grant	(\$6,600.00)	\$-
01-4004-0500	Library Grant	(\$4,452.00)	\$-
01-4004-0700	Ont Aggregate Lic Fee Disbursement	(\$115,000.00)	\$-
01-4004-0701	Transfer from Reserve Fund	\$-	\$-
01-4004-0702	Transfer from Road Equipment Reserve	(\$595,000.00)	\$-
01-4004-0703	Transfer from Gas Tax Reserve Fund	(\$135,000.00)	\$-
01-4004-0704	Transfer from Roads Reserve Fund	(\$200,000.00)	\$-
01-4004-0705	Transfers from Development Charges & Other	(\$248,000.00)	\$-
01-4010-0100	Tax Certificates	(\$2,500.00)	(\$1,600.00)
01-4010-0110	Tax Statement/Copy Tax Bill/Record Search	(\$500.00)	(\$317.85)
01-4010-0115	Reminder/Overdue Notice Fee	(\$3,000.00)	(\$1,766.00)
01-4010-0200	Building Permit Approval -	(\$5,500.00)	(\$2,650.00)
01-4010-0250	Site Alteration Permits	\$-	(\$500.00)
01-4010-0300	NSF and Return Cheque Charge	(\$100.00)	(\$175.00)
01-4012-0300	Fire Permit Fee	(\$3,500.00)	(\$2,685.00)
01-4013-0200	Transfer from Development Charges	\$-	\$-
01-4015-0100	Dog Licenses	(\$10,000.00)	(\$400.00)
01-4020-0100	Roads Fees	\$-	
01-4020-0110	Roads Misc Revenue	(\$9,000.00)	(\$45,375.00)
01-4020-0115	ROAD OCCUPANCY PERMITS	\$-	\$-
01-4020-0125	Entrance Permit	(\$4,000.00)	(\$1,700.00)
01-4020-0130	Wide Load Permit	(\$2,000.00)	(\$800.00)
01-4020-0140	BRETTON ESTATES SNOW PLOWING	\$-	\$-
01-4020-0210	Road Crossing Permit Fee	\$-	\$-
01-4020-0500	Shel/Mel Annex. - Shared Rd Allow.	(\$6,442.00)	\$-
01-4025-0100	Composter / other	\$-	\$-
01-4025-0200	Waste Site Revenue	\$-	(\$250.00)
01-4025-0800	Scrap Metal	\$-	(\$250.00)
01-4025-0900	Blue Boxes	\$-	(\$5.00)
01-4030-0100	Drainage Supt	\$-	\$-
01-4030-0443	Curphy Drainage Works - 63-2021	\$-	\$-
01-4035-0200	Zoning Requests	(\$1,000.00)	(\$1,000.00)
01-4035-0300	Consent Application Fees	(\$6,000.00)	(\$4,000.00)
01-4035-0305	Preperation of Consent Agreement Fee	\$-	(\$500.00)
01-4035-0325	Minor Variance Application Fees	(\$5,000.00)	\$-
01-4035-0350	Rezoning Application Fees	(\$6,000.00)	\$-
01-4035-0360	Change of Use Certificate Application Fees	(\$2,500.00)	(\$1,500.00)
01-4035-0370	Telecommunication Facilities Application Fees	\$-	\$-
01-4035-0375	Pre-Application Consultation	(\$12,000.00)	(\$3,000.00)



01-4035-0400	Transfer from Development Charges (OP)	\$-	\$-
01-4035-0500	Professional Services	\$-	(\$2,224.70)
01-4040-0100	Livestock Claim Grants	(\$4,000.00)	(\$2,792.60)
01-4050-0100	Other Misc Revenue	(\$600.00)	(\$1,927.79)
01-4050-0101	MISC. REV (TAXES	\$-	\$-
01-4050-0125	CHD Community Contribution	(\$309,000.00)	(\$45,000.00)
01-4050-0130	Plateau Community Contribution	(\$35,000.00)	(\$36,763.36)
01-4050-0135	Dufferin Wind Community Contribution	(\$264,000.00)	\$-
01-4050-0200	Penalties & Interest on Taxes	(\$105,000.00)	(\$54,555.08)
01-4050-0300	Interest on Deposits/Investments	(\$45,000.00)	(\$46,248.59)
01-4050-0301	Investment Income - Cemeteries	\$-	\$-
01-4050-0400	Fines - Prov Offences Act	(\$45,000.00)	(\$12,760.96)
01-4050-0460	Transfer from Tax Rate Stabilization Reserve	(\$45,000.00)	\$-
01-4050-0500	Development Chgs	\$-	(\$71,443.41)
01-4064-0000	Business Licenses	(\$250.00)	\$-
01-4065-0000	Trailer Licenses	\$-	(\$160.00)
01-4066-0000	Nevada/Raffle Licenses	(\$20.00)	\$-
01-4077-0000	Land Rental	(\$2,550.00)	\$-

## Denise Holmes

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**From:** Denise Holmes  
**Sent:** Wednesday, June 21, 2023 1:26 PM  
**To:** Denise Holmes  
**Subject:** Relationship Building and Service Canada Outreach

---

**From:** Dussome, T-Jay T [ON] <[t-jay.dussome@servicecanada.gc.ca](mailto:t-jay.dussome@servicecanada.gc.ca)>  
**Sent:** Wednesday, June 21, 2023 12:11:39 PM  
**To:** James McLean <[jmclean@dufferincounty.ca](mailto:jmclean@dufferincounty.ca)>  
**Subject:** Relationship Building and Service Canada Outreach

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the contents to be safe.

Dear Deputy Mayor McLean.

My name is T-Jay Dussome and I am the Senior Citizen Services Specialist with Service Canada, which is part of Employment and Social Development Canada (ESDC).

I am writing to you in hopes of introducing you to, or rekindling an old relationship with our Community Outreach and Liaisons team who can provide outreach and liaison services to employers, organisations, Citizens and other levels of government. Our COLS teams are all across Ontario and are working in the community to provide transactional outreach, allowing the federal government to bring tailored services in to the community. The COLS team is staffed with a group of highly trained Citizen Services Specialists who are capable of taking Service Canada into a mobile setting. Often we partner with other community organisations and other levels of government to provide reactive and proactive services to our mutual clientele, the citizens of Canada. Service Canada provides information and services to many different citizen demographics such as; Seniors, Youth, Racialized Canadians, indigenous peoples, people with different abilities, and the most vulnerable citizens in precarious housing situations and those who face barriers to receiving benefits, to name a few.

I would be most interested in assisting you and your staff with organising a Service Canada presence at any of your upcoming community events and activities where we can collaborate.

Some of the types of outreach activities that we are currently providing include, but are not limited to;

- Social Insurance Number Clinics.
- Information sessions on Employment Insurance, Canada Pension Plan and the Old Age Security and GIS, as well as Employment Insurance, Apprenticeship Incentive Grants and others.
- CPP and OAS application Intake Clinics.
- ID Clinics and Passport Clinics.

\*\*\* Recently, we were given the green light to re-establish a Scheduled Outreach presence in the Mel Lloyd Centre in Shelburne and we will commence with regularly scheduled outreach again in the very near future. Our team is currently working on a plan to visit the centre and provide Service Canada Services to a wider area, in hopes of assisting those with a distant proximity to the Service Canada Centre in Orangeville. Once a confirmed start date has been established, I will be happy to provide you and your office with an update immediately. \*\*\*

I would welcome an opportunity to meet with you to provide you with more information or to answer any questions that you may have.

Feel free to reach out to me at your convenience!

**Best Regards,**

**T-Jay Dussome**



**Senior Citizen Services Specialist, Citizen Services Branch  
Service Canada / Government of Canada**

**T-Jay.Dussome@servicecanada.gc.ca /cel 647-222-9968 **NEW****



Call me on MS Teams!

**Canada**

**Spécialiste principal de services aux citoyens, Direction générale des services aux citoyens  
Service Canada / Gouvernement du Canada**

**T-Jay.Dussome@servicecanada.gc.ca /cel 647-222-9968 **Nouveau****



Appelez-moi sur MS Teams!

I respectfully acknowledge that I live , work and learn on the traditional Treaty Lands and Territory of the Mississaugas of the Credit. In particular I acknowledge the territory of the Anishinabek, Huron-Wendat, Haudenosaunee and Ojibway/Chippewa peoples; the land that is home to the Metis; and most recently, the territory of the Mississaugas of the Credit First Nation who are direct descendants of the Mississaugas of the Credit.

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**BURNSIDE**

## **Schill Drainage Works**

### **Township of Melancthon and Township of Southgate**

**R.J. Burnside & Associates Limited  
15 Townline  
Orangeville ON L9W 3R4 CANADA**

**June 2023  
300036409.1000**

JULY 13 2023  
DEL 18.1

## Table of Contents

<b>1.0</b>	<b>Background</b> .....	<b>1</b>
<b>2.0</b>	<b>Site Meetings</b> .....	<b>1</b>
<b>3.0</b>	<b>Investigation</b> .....	<b>2</b>
<b>4.0</b>	<b>Area Requiring Drainage</b> .....	<b>2</b>
<b>5.0</b>	<b>Preliminary Design</b> .....	<b>3</b>
<b>6.0</b>	<b>Information Meeting</b> .....	<b>3</b>
<b>7.0</b>	<b>Proposed Design and Associated Work</b> .....	<b>3</b>
<b>8.0</b>	<b>Allowances to Owners</b> .....	<b>4</b>
<b>9.0</b>	<b>Estimate of the Cost of the Work</b> .....	<b>6</b>
<b>10.0</b>	<b>Special Assessments</b> .....	<b>12</b>
<b>11.0</b>	<b>Construction Assessment Schedule</b> .....	<b>13</b>
<b>12.0</b>	<b>Maintenance Provisions</b> .....	<b>15</b>
<b>13.0</b>	<b>Summary</b> .....	<b>17</b>

## Drawings

Drawing No. P1 Watershed Plan

Drawing No. P2 Profiles

## Appendices

Appendix A Special Provisions

Appendix B General Conditions

Appendix C General Specifications (Open Work)

Appendix D General Specifications (Tile Work)

Appendix E Instructions to Bidders

Appendix F Maintenance Assessment Schedules

## **1.0 Background**

The Township of Melancthon has received and accepted a Petition for Drainage Works signed by Pete Schill on behalf of Schill Land Holdings Inc., owner of Pt. Lot 22, Concession 7 SW in the Township of Melancthon. The Township subsequently received and accepted a second Petition for Drainage Works by Pete Schill on behalf of Schill Land Holdings Inc., owner of Pt. Lot 42, Concession 6 in the Township of Southgate. Lastly, the Township has received and accepted a third Petition for Drainage Works signed by Manassa and Melinda Martin, owners of Lot 23, 24 & Pt. of 25, Concession 7 SW in the Township of Melancthon.

We have been appointed by Council to prepare a report in response to each of the three petitions received. We have been further directed by Council to combine the work into one report pursuant to Section 8(4) of the Drainage Act as the areas requiring drainage are adjoining.

## **2.0 Site Meetings**

A site meeting and walkover was held in response to the original petition describing Pt. Lot 22, Concession 7 SW in the Township of Melancthon as requiring drainage.

Mr. Schill indicated the petition was submitted to secure a formal outlet for recently installed systematic underdrainage. He further indicated that he would like the proposed drain to continue upstream to cut off surface flows coming onto his property in two locations from Lot 23, Concession 7 SW. Lastly, he indicated he would like the drain to be extended upstream and across the Southgate-Melancthon Townline to secure a formal outlet for systematic underdrainage of a portion of his property in Lot 42, Concession 6 in the Township of Southgate.

It was discussed at the site meeting that a petition, pursuant to Section 4 of the Drainage Act, would need to be signed and submitted in order to initiate the extension to Mr. Schill's property in the Township of Southgate. The requisite petition has subsequently been completed, submitted, and accepted by Council.

The petition by Manassa and Melinda Martin, owners of Lot 23, 24 & Pt. of 25, Concession 7 SW was submitted to secure an outlet for pending systematic underdrainage of part of Lot 23. A preliminary tiling plan showing the two outlet locations required had been prepared and was quite helpful during the subsequent discussions regarding the work.

The statutorily required site meetings as a result of the two additional petitions have been held in conjunction with an Information Meeting as subsequently outlined.

### **3.0 Investigation**

It was apparent from our site inspection and walkover during the site meeting that surface flows from two locations along Lot 22/23, Concession 7 SW, property line needed to be addressed. A small cut off ditch had been excavated to cut off flows and take them east along the property line and then southerly to the 260th Sideroad. The small ditch divides the Schill property into two parcels and was very intrusive to the farming operations.

It appeared from our investigation that a closed drain commencing at the 260 Sideroad would be the most desirable option. The work could easily be extended upstream, and a small branch installed to provide the required underdrainage outlets for the Martin property. Likewise, the main drain could easily be further extended upstream and across the Southgate-Melancthon Townline to provide an outlet for the Schill property in the Township of Southgate.

It also appeared from our investigation that work would be required on the 260 Sideroad and downstream in Lot 21, Concession 7 SW, to the outlet at the Grand River. The existing road culvert and outlet ditch appeared to be too high to accommodate the upstream work. This was confirmed during our subsequent field survey.

Lastly, test pits were excavated along the main drain and branch drain route to determine the method of installation. It appeared from the stoney soil conditions that it was not feasible to use a wheel machine. As such, the closed drain installation needs to be completed using a hydraulic excavator with stone bedding and backfill. The estimates and specifications have been based on this method of installation.

### **4.0 Area Requiring Drainage**

Based on the petitions, discussions at the site meetings and our examination of the area, the overall area requiring drainage was determined as being Pt. Lot 22 & 23, Concession 7 SW in the Township of Melancthon and Pt. Lot 42, Concession 6 in the Township of Southgate comprising approximately 50.5 hectares (124.7 acres). The petitions, in our opinion, each comply with Section 4(1)(a) and 4(1)(b) of the Drainage Act.

## 5.0 Preliminary Design

Subsequent to the site meeting and investigations we completed a field survey and prepared a preliminary design for review and discussion. The design provided for the construction of 184 m (604 ft.) of open drain including the replacement of the existing culvert on the 260 Sideroad. The preliminary design also provided for the installation of 1,053 m (3,455 ft.) of closed drain including a road crossing on the Southgate-Melancthon Townline.

The open drain design provided for the installation of a field crossing as part of the work. The closed drain design was based on removing approximately 38.1 mm (1½ in.) of surface and subsurface drainage water per hectare of watershed area per 24-hour period. The tile size ranged from 450 mm (18 in.) diameter to 200 mm (8 in.) diameter. Catchbasins and junction boxes were also to be installed at strategic locations throughout the work. Existing underdrainage was also to be connected to the new drain as encountered during the tile installation.

## 6.0 Information Meeting

On April 14, 2023, an Information Meeting was held at the Township of Melancthon Municipal Office. The meeting was well attended, and a good discussion took place. We outlined our findings in detail and the extent of the proposed work, estimated cost and the approximate cost distribution. The owners in attendance, Grand River Conservation Authority representative, and Municipal representatives were generally satisfied with our recommendations. At the conclusion of the meeting, we indicated we would complete our report for submission to Council as soon as possible.

## 7.0 Proposed Design and Associated Work

This report provides for the construction of 184 m (604 ft.) of open drain including the replacement of one road culvert. The report further provides for the installation of 1,053 m (3,455 ft.) of closed drain, including one road crossing. The closed drain has been designed to provide a drainage coefficient of 38.1 mm (1½ in.) per 24-hour period as previously indicated. The design also provides for the installation of five catchbasins and four junction boxes as part of the work.

Work associated with the open drain to be constructed on private lands includes:

- the installation of a straw bale sediment check dam;
- the spreading and levelling of the excavated material, including stripping and replacing topsoil;
- the installation of a field crossing with rip-rap inlet and outlet protection; and
- the seeding of all disturbed areas.



Work associated with the culvert replacement on the 260 Sideroad includes the stripping and replacing of topsoil, installation of rip-rap inlet and outlet protection and the seeding of all disturbed areas.

Work associated with the closed drain to be constructed on private lands includes:

- stripping and replacing of topsoil along the tile route;
- wrapping of all tile joints with geotextile filter material; and
- connection of existing field tile encountered during the work.

Work associated with the closed drain to be constructed on the Southgate-Melancthon Townline is the installation of an offset ditch inlet catchbasin, the stripping and replacing of topsoil and the seeding of all disturbed areas.

The Watershed Plan (Drawing No. P1) indicates the location of the work and the lands affected by it. The Profiles (Drawing No. P2) shows the dimensions, grades, and other details of the work.

## 8.0 Allowances to Owners

Under the Drainage Act, an allowance is compensation that is paid to a property owner. The most common allowances that are paid are for the use of land (Section 29), damages (Section 30) and existing drain (Section 31). The amount of the allowance is deducted from the property owner's assessment for the drain. For this project, the following allowances have been determined:

Roll No.	Con.	Lot or Part	Owner	Land Used, Right of Way (Section 29) \$	Damage to Lands, Crops, etc. (Section 30) \$	Existing Drain (Section 31) \$
<b><u>Township of Melancthon</u></b>						
4-112-00	7 SW	Pt. 21	A. Sran & A. Gill	3,525.00	1,300.00	1,100.00
4-113-00		Pt. 22	Schill-Land Holdings Inc.	11,875.00	5,675.00	
4-114-00		23	M. & M. Martin	5,350.00	2,675.00	
<b>Total Allowances, Township of Melancthon</b>				<b>\$20,750.00</b>	<b>\$9,650.00</b>	<b>\$1,100.00</b>
<b><u>Township of Southgate</u></b>						
7-078-01	6	Pt. 42	Schill-Land Holdings Inc.	100.00	100.00	
<b>Total Allowances, Township of Southgate</b>				<b>\$100.00</b>	<b>\$100.00</b>	
<b>Total Allowances Schill Drainage Works</b>				<b>\$20,850.00</b>	<b>\$9,750.00</b>	<b>\$1,100.00</b>

An allowance for Land Used pursuant to Section 29 has been granted for the land required for the construction of the open drain portion of the work. The allowance has been based on an estimated land value rate of \$25,000.00 per hectare (\$10,000.00 per acre). The property owner still owns the land, however, for all practical purposes the land is conceded for the excavation of the open drain.

An allowance for Right of Way pursuant to Section 29 has also been granted for a 10 m wide corridor for future maintenance along both the open and closed portions of the drain. The allowance adjacent to the open drain was based on one-third of the land value rate previously applied for the construction of the open drain. The allowance along the closed portion of the drain was based on one-third of the estimated land value rate of \$50,000.00 per hectare (\$20,000.00 per acre). Where applicable a minimum Right of Way allowance of \$100.00 was granted. The reduction to one-third is on the basis that the land along the open drain and over the closed portion can continue to be used for agricultural purposes.

The allowance for Damage to Lands, Crops, etc., pursuant to Section 30, is an allowance for the disruption created as a result of the construction activities. A disrupted area of 20 m along the drain route has been used to calculate the applicable compensation. The allowance has been based on \$4,000.00 per hectare (\$1,620.00 per acre). Where applicable, a minimum damage allowance of \$100.00 was granted.

The allowance for Existing Drain, pursuant to Section 31, is an allowance for the incorporation of the existing private open drain as part of the work. The allowance has been based on a rate of \$10.00 per lineal metre.

## 9.0 Estimate of the Cost of the Work

The estimate of the cost of all labour, equipment and material required to construct this project is as follows:

Item	Description	Approx. Quantity	Cost Estimate
<b>A Drain – Work on Private Lands</b>			
1.0	Supply and place straw bale sediment check dam including removal and disposal after the completion of the work and the removal of any accumulated sediment as needed (Sta. A000).	1 ea.	\$250.00
2.0	Clean-out existing drain including stripping and salvaging topsoil, spreading, and levelling of excavated material, replacing topsoil, and seeding of all disturbed areas including levelled spoil (Sta. A000 to Sta. A160)	160 lin. m	\$4,750.00
3.0	Supply and install 12 m, 1200 mm dia. CSP, 2.0 mm Th., 125 x 25 Corrugations at 100 mm below grade including supply, placement, and compaction of all granular backfill materials and seeding of all disturbed areas (Sta. A068 to Sta. A080)	12 lin. m	\$7,250.00
4.0	Supply and place quarry stone rip-rap (500 mm thickness) on geotextile underlay as CSP inlet and outlet protection (Sta. A068 to Sta. A080)	20 sq. m	\$1,500.00
<b>A Drain – Work on 260 Sideroad</b>			
5.0	Excavate open drain including stripping and salvaging topsoil, hauling and disposal of excavated material and seeding of side slopes (Sta. A160 to Sta. A163 and Sta. A181 to Sta. A184)	6 lin. m	\$1,000.00
6.0	Remove and dispose of existing 800 mm dia. CSP, supply and install 18 m, 1200 mm dia. CSP, 2.0 mm Th., 125 x 25 mm Corrugations at 100 mm below grade including stripping and replacing topsoil, removal and disposal of any excess material, supply, placement, and compaction of all granular materials and seeding of all disturbed areas (Sta. A163 to Sta. A181)	18 lin. m	\$23,500.00

Item	Description	Approx. Quantity	Cost Estimate
7.0	Supply and place quarry stone rip-rap (500 mm thickness) on geotextile underlay as CSP inlet and outlet protection (Sta. A163 and Sta. A181)	40 sq. m	\$3,000.00
<b>A Drain – Work on Private Lands (Cont'd)</b>			
8.0	Supply and install 450 mm dia. HDPE outlet pipe with insert rodent grate including clear stone bedding and backfill, and stripping and releveling of topsoil (Sta. A184 to Sta. A190)	6 lin. m	\$1,500.00
9.0	Supply and place quarry stone rip-rap keyed in place (500 mm thickness) on geotextile underlay as splash pad, embankment and tile outlet protection including resetting existing outlet pipes as detailed (Sta. A184)	40 sq. m	\$3,500.00
10.0	Supply and install 450 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and releveling of topsoil (Sta. A190 to Sta. A440)	250 lin. m	\$24,000.00
11.0	Supply and install 900 mm x 1200 mm pre-benched concrete junction box including connections (Sta. A440)	1 ea.	\$2,250.00
12.0	Supply and install 450 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and releveling of topsoil (Sta. A440 to Sta. A718)	278 lin. m	\$27,000.00
13.0	Supply and install 900 mm x 1200 mm on-line concrete catchbasin with bird cage style grate and quarry stone rip-rap inlet apron (Sta. A718)	1 ea.	\$3,250.00
14.0	Supply and install 450 mm dia. bell and gasket HDPE pipe including clearing, clear stone bedding and backfill, and stripping and releveling of topsoil (Sta. A718 to Sta. A724)	6 lin. m	\$1,250.00

<b>Item</b>	<b>Description</b>	<b>Approx. Quantity</b>	<b>Cost Estimate</b>
15.0	Supply and install 900 mm x 1200 mm pre-benched concrete junction box including connections (Sta. A724)	1 ea.	\$2,250.00
16.0	Supply and install 300 mm dia. bell and gasket HDPE pipe including 45-degree HDPE elbow, clearing, clear stone bedding and backfill, and stripping and releveling of topsoil (Sta. A724 to Sta. A736)	12 lin. m	\$1,500.00
17.0	Supply and install 300 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and releveling of topsoil (Sta. A736 to Sta. A925)	189 lin. m	\$14,750.00
18.0	Supply and install 600 mm x 600 mm pre-benched concrete junction box including connections (Sta. A925)	1 ea.	\$1,750.00
19.0	Supply and install 600 mm x 600 mm offset concrete catchbasin with bird cage style grate including connection with 10 m of 200 mm dia. HDPE pipe including stripping and releveling of topsoil and quarry stone rip-rap inlet apron (Sta. A925)	1 ea.	\$3,000.00
20.0	Supply and install 200 mm dia. bell and gasket HDPE pipe including clear stone bedding and backfill and stripping and releveling of topsoil (Sta. A925 to Sta. A1031)	106 lin. m	\$9,500.00
<b>A Drain – Work on Southgate-Melancthon Townline</b>			
21.0	Supply and install 200 mm dia. bell and gasket HDPE pipe including 30-degree HDPE elbow, clear stone bedding and backfill and stripping and releveling of topsoil (Sta. A1031 to Sta. A1036)	5 lin. m	\$750.00
22.0	Supply and install 200 mm x 200 mm x 200 mm HDPE tee including connections (Sta. A1036)	1 ea.	\$250.00

Item	Description	Approx. Quantity	Cost Estimate
23.0	Supply and install 900 mm x 1200 mm offset concrete ditch inlet catchbasin with bird cage style grate including connection with 4 m of 200 mm dia. HDPE pipe and quarry stone rip-rap inlet apron (Sta. A1036)	1 ea.	\$3,250.00
24.0	Supply and install 200 mm dia. bell and gasket HDPE pipe in accordance with OPSD 802.010 including stripping and replacing topsoil, removal and disposal of any excess material, supply, placement and compaction of all granular materials and seeding of all disturbed areas (Sta. A1036 to Sta. A1056)	20 lin. m	\$7,500.00
25.0	Supply and install 200 mm dia. bell and gasket HDPE pipe including clear stone bedding and backfill and stripping and relevening of topsoil (Sta. A1056 to Sta. A1062)	6 lin. m	\$750.00
<b>A Drain – Work on Private Lands (Cont'd)</b>			
26.0	Supply and install 600 mm x 600 mm on-line concrete catchbasin with bird cage style grate and quarry stone rip-rap inlet apron including connection of existing tile as detailed (Sta. A1062)	1 ea.	\$2,000.00
<b>B Drain – Work on Private Lands</b>			
27.0	Supply and install 350 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and relevening of topsoil (Sta. B000 to Sta. B169)	169 lin. m	\$13,250.00
28.0	Supply and install 900 mm x 1200 mm online concrete catchbasin with bird cage style grate including quarry stone rip-rap inlet apron (Sta. B169)	1 ea.	\$3,000.00
29.0	Supply and install 350 mm dia. heavy duty concrete drain tile including clear stone bedding and backfill, stripping of topsoil, wrapping all joints with geotextile filter material, and relevening of topsoil (Sta. B169 to Sta. B175)	6 lin. m	\$750.00

Item	Description	Approx. Quantity	Cost Estimate
30.0	Supply and install 600 mm x 600 mm pre-benched concrete junction box including connections (Sta. B175)	1 ea.	\$1,750.00
<b>Contingencies</b>			
31.0	Contingency for unforeseen conditions including additional 19 mm dia. clear stone bedding and backfill, unknown tile connections, etc.	LS	\$6,250.00
<b>Total Estimated Cost for the Construction of the Schill Drainage Works</b>			<b>\$176,250.00</b>

**Allowances to Owners**

Land Used, Right of Way (Section 29),  
 Damage to Lands, Crops, etc. (Section 30),  
 and Existing Drain (Section 31). \$31,700.00

**Preliminary Investigations**

Excavation of Test Pits to Determine  
 Method of Installation and Construction  
 Specifications. \$1,250.00

**Preparation of Report**

Site Meetings,  
 Investigations and Field Survey,  
 Information Meeting,  
 Watershed Plan, Design and Profiles,  
 Report Preparation including Allowances,  
 Construction Assessment Schedule  
 and Maintenance Assessment Schedules. \$68,500.00

**Meetings and Procedure**

Preparation of Report Copies for Distribution,  
 Preparation and Attendance at the  
 Consideration of the Report  
 and Assistance on Procedure. \$2,500.00

**Tendering and Construction Inspection**

Preparation and Distribution of Tender,  
Inspections During Construction,  
Payment Certificates and Related Appurtenances  
and Project Finalization and Grant Application. \$26,500.00

**Administration and Financing**

Administrative Costs,  
Net HST (Construction, Investigations and Engineering)  
and Interest Charges Incurred by the  
Municipality until the Cost is Levied. \$8,300.00

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**Total Estimated Cost**  
**Schill Drainage Works** **\$315,000.00**

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**NOTE: The above summary contains cost estimates only. It is emphasized that these estimates do NOT include costs to defend the drainage report and procedures should appeals be filed with the Court of Revision, the Agriculture, Food and Rural Affairs Appeal Tribunal and/or the Ontario Drainage Referee. Unless otherwise directed, additional costs to defend the report are typically distributed in a pro-rata fashion over the assessments contained in the Construction Assessment Schedule, excluding any Special Assessments.**

Also, in addition to the work included in the above estimate, should repairs, replacements, underpinning or other alterations be required for existing bridges, culverts, overflow culverts or any other structure necessary to conduct overflow water, or water in open channels under or across a road allowance, as affected by this drainage work, the work and cost thereof, including any necessary expenses incidental thereto and if not determined otherwise, shall be the responsibility of and shall be assessed against the authority having control of such road or road allowance.



## 10.0 Special Assessments

Pursuant to Section 26 of the Drainage Act, the following Special Assessments are made:

### A Drain – 260 Sideroad

The Special Assessment for this portion of the work is the increased cost to the drainage works due to the presence and operation of the road and is calculated as follows:

<b>Construction Costs</b>	<b>- Equivalent Drain</b>	<b>+ Engineering/ Administration</b>	<b>= Special Assessment</b>
Consisting of Item 5.0, Item 6.0, and Item 7.0 in the estimate of the cost of the work plus net HST.	Consisting of 24 m of open drain excavation and levelling plus net HST.	Consisting of Survey, design, determination of special assessment, construction layout, inspection, and determination of final costs plus net HST.	
<b>\$27,984.00</b>	<b>- \$866.00</b>	<b>+ \$7,632.00</b>	<b>= \$34,750.00</b>

Whether or not the Township of Melancthon elects to do the work on the 260 Sideroad, they shall be assessed or pay the actual cost of the work (estimated as \$27,984.00) minus the actual cost of an equivalent drain (estimated as \$866.00) plus engineering/administration (estimated as \$7,632.00) as a Special Assessment.

### A Drain – Southgate-Melancthon Townline

The Special Assessment for this portion of the work is the increased cost to the drainage works due to the presence and operation of the road and is calculated as follows:

<b>Construction Costs</b>	<b>- Equivalent Drain</b>	<b>+ Engineering/ Administration</b>	<b>= Special Assessment</b>
Consisting of Item 21.0, Item 22.0, Item 23.0, Item 24.0, and Item 25.0 in the estimate of the cost of the work plus net HST.	Consisting of 31 m of 200 mm dia. HDPE pipe plus net HST.	Consisting of Survey, design, determination of special assessment, construction layout, inspection, and determination of final costs plus net HST.	
<b>\$12,720.00</b>	<b>- \$2,852.00</b>	<b>+ \$7,632.00</b>	<b>= \$17,500.00</b>

Whether or not the Township of Southgate elects to do the work on the Southgate-Melancthon Townline, they shall be assessed or pay the actual cost of the work (estimated as \$12,720.00) minus the actual cost of an equivalent drain (estimated as \$2,852.00) plus engineering/administration (estimated as \$7,632.00) as a Special Assessment.

In accordance with Section 69 of the Drainage Act, the Road Authorities may elect to construct any or all of the works located on their respective road allowances.

## 11.0 Construction Assessment Schedule

This sum of \$315,000.00 is assessed as benefit, outlet liability and Special Assessments against the lands and roads affected according to the following Construction Assessment Schedule. Injuring liability is deemed not applicable.

Due to the difficulty understanding the term “outlet liability” a greater explanation of the upstream owner’s responsibility has been provided. To explain the obligations of the owners of higher lands under the Drainage Act of Ontario, the following is an excerpt from a decision given by the late Drainage Referee, his Honour Judge Sidney L. Clunis, in his Court at Windsor, Ontario on the first day of October 1975.

**“The Drainage Act has established machinery, as it were, the procedure, for dealing with disputes between high land and low landowners. The Act is designed to provide a fair method of apportionment of the cost of drainage works as between high and lowlands. While its prime purpose was to increase the area of land that may be used efficiently for agricultural purposes, its secondary purpose was to avoid and settle disputes. It is the law of Ontario, that the owner of higher lands in which water arises, may be required to pay the cost of carrying that water to a proper outlet. This is the proportion of cost of this work which has been assessed against the lands of these appellants and other owners of high lands.”**

Lands used for agricultural purposes have traditionally been eligible for a one-third grant for assessments imposed under the Drainage Act. The Ministry of Agriculture, Food and Rural Affairs administers the payment of these grants and they have defined the term “lands used for agriculture” as those lands that are taxed at the Farm Property Class tax rate. More information on the Farm Property Class Tax Rate program can be found at the following website: [www.omafra.gov.on.ca/english/policy/ftaxfaq.html](http://www.omafra.gov.on.ca/english/policy/ftaxfaq.html)

In the Construction Assessment Schedule, the designation ‘A’ indicates that the property appears to be eligible for the grant, based on the current property tax rate. The eligibility may be confirmed or rejected subject to a provincial audit during the grant application process. To determine the approximate net cost for a particular property, two items need to be considered and deducted, where appropriate, from the total assessment as shown in the Construction Assessment Schedule. As previously outlined, the properties designated ‘A’ are considered agricultural and eligible for the one-third grant. Secondly, the allowances previously listed are payable to those properties shown and as such, also need to be deducted where appropriate to determine the approximate net cost.

**Construction Assessment Schedule**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b><u>Township of Melancthon</u></b>								
4-068-00	C. Calder	7 SW	Pt. 22	0.1	NA		100.00	100.00
4-112-00	A. Sran & A. Gill		Pt. 21	2.0	NA	8,250.00	230.00	8,480.00
4-113-00	Schill-Land Holdings Inc.		Pt. 22	43.0	A	97,500.00	11,025.00	108,525.00
4-114-00	M. & M. Martin		23	18.5	A	58,000.00	38,948.00	96,948.00
Total Lands						163,750.00	50,303.00	214,053.00
260 Sideroad, Township of Melancthon						4,500.00	994.00	5,494.00
Total Road						4,500.00	994.00	5,494.00
Total Lands and Road						168,250.00	51,297.00	219,547.00
<b>Special Assessment, Work on 260 Sideroad</b>								<b>34,750.00</b>
<b>Total Assessment, Township of Melancthon</b>								<b>\$254,297.00</b>

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b><u>Township of Southgate</u></b>								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A	5,000.00	15,962.00	20,962.00
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		3,192.00	3,192.00
Total Lands						5,000.00	19,154.00	24,154.00
Southgate Road 10, Township of Southgate							4,788.00	4,788.00
Southgate-Melancthon Townline, Township of Southgate						5,000.00	9,261.00	14,261.00
Total Lands and Roads						10,000.00	33,203.00	43,203.00
<b>Special Assessment, Work on Southgate-Melancthon Townline</b>								<b>17,500.00</b>
<b>Total Assessment, Township of Southgate</b>								<b>\$60,703.00</b>

### **RECAPITULATION**

Total Assessment, Township of Melancthon	\$254,297.00
Total Assessment, Township of Southgate	\$60,703.00

**TOTAL ASSESSMENT, SCHILL DRAINAGE WORKS                    \$315,000.00**

The allocation of the cost for a Drainage Works is generally apportioned under two headings, those being benefit assessment and outlet liability. In accordance with Section 26 of the Drainage Act, the road crossings and associated work on the 260 Sideroad and on the Southgate-Melancthon Townline have been assessed as a Special Assessment to each respective Road Authority.

After the removal of the Special Assessments, the balance of \$262,750.00 was allocated over six sections of the proposed work. An assessment schedule was prepared for each section and later combined to form the Construction Assessment Schedule.

Benefit assessment was generally applied on a lineal basis based on the length of drain on or adjacent to a property. Benefit assessment was also applied where the drain provided an improved direct outlet. Outlet liability was assessed over the natural watershed for each section. Adjustments have been made for bush lands and lands tiled into and out of the watershed. The roads have been assessed at a marked-up rate for outlet liability because of the higher runoff factor associated with the granular surfaces. Lastly, where applicable a minimum outlet liability assessment of \$50.00 was applied.

## **12.0 Maintenance Provisions**

After construction, the drainage works shall be maintained by the Township of Melancthon and the Township of Southgate in accordance with Section 74 of the Drainage Act as assessed in the Maintenance Assessment Schedules contained in Appendix F. The figures shown in the Maintenance Assessment Schedules represent one-tenth of the original assessments for each section. Owners wishing to calculate their individual assessment toward each section should simply multiply the figures by ten. We have reduced the assessments in the maintenance schedules to more realistically reflect how any minor maintenance cost would appear when distributed.

Sediment removed from the open drain as part of any future maintenance work shall be spread and levelled on adjacent lands to a maximum depth of 150 mm (6 in). Any maintenance cost associated with the catchbasins or junction boxes installed on private lands as part of the work shall be levied in accordance with the Maintenance Assessment Schedule provided for the section in which the structure is located. Structures at the upstream end of a section shall be maintained in accordance with the Maintenance Assessment Schedule for the section immediately downstream.

The work on the 260 Sideroad and Southgate-Melancthon Townline constructed as part of the drainage works and assessed as Special Assessments, shall be maintained by each respective Road Authority.

Section 74 of the Drainage Act states:

**“Any drainage works constructed under a by-law passed under this Act or any predecessor of this Act, relating to the construction or improvement of a drainage works by local assessment, shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works and in the proportion determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report or on appeal therefrom.”**

Should repair/maintenance costs be incurred by the drainage works in order to accommodate buried utilities such as gas lines, telephone cables, etc. or to relocate or perform repairs to any such plant, then under the provisions of Section 26 of the Drainage Act, the extra costs (including costs of permits, locates etc.) incurred by the drain, shall be borne by the utility affected.

Owners are reminded that catchbasin grates may become covered with vegetative debris, litter, etc. and as such, it is in their best interest to periodically check the grates and remove any debris. Likewise, any significant problems should be reported to the Township of Melancthon and/or the Township of Southgate. Owners are also reminded that it is unlawful to block, damage or pollute a drainage system constructed under the Drainage Act.

### 13.0 Summary

This report has been respectfully prepared based on our investigation and subsequent discussions with the affected owners, the Grand River Conservation Authority and Municipal representatives. The report and final design take comments from all parties into consideration. The cooperation shown by all parties is to be complimented.

#### R.J. Burnside & Associates Limited



T.M. Pridham, P.Eng.  
Drainage Engineer  
TMP:ao





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**Drawing No. P1**

**Watershed Plan**

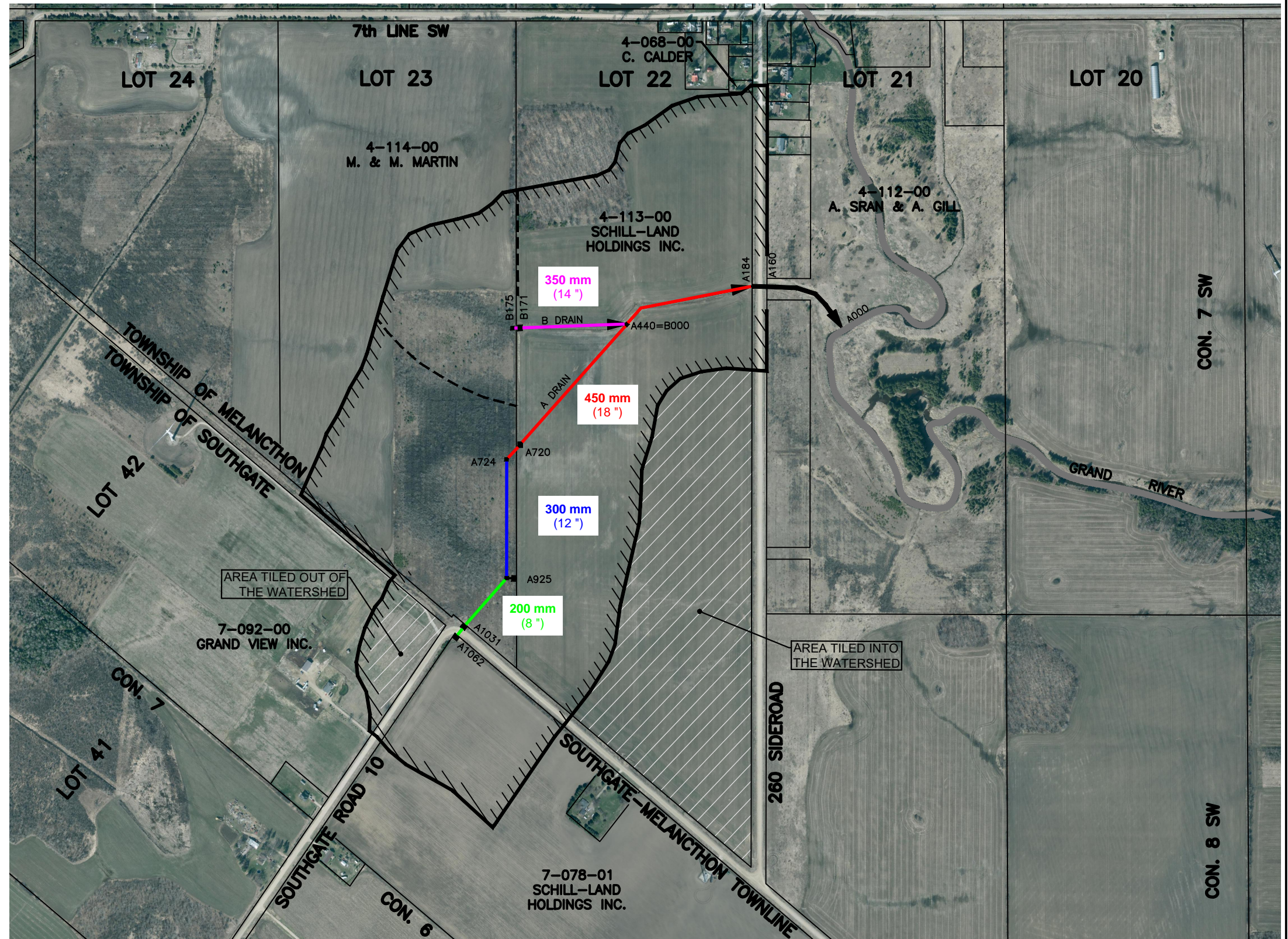
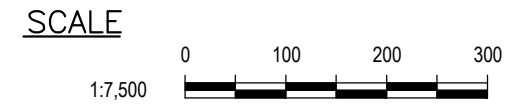




THE PROPERTY LINES SHOWN ON THIS PLAN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY.

**LEGEND**

- APPROXIMATE WATERSHED LIMITS
- APPROXIMATE INTERIOR WATERSHED
- DRAIN ROUTE (OPEN DRAIN)
- DRAIN ROUTE (CLOSED DRAIN)
- A720 STATION
- 4-113-00 ASSESSMENT ROLL NO.
- PROPOSED CATCHBASIN
- PROPOSED JUNCTION BOX



**Notes**

1. This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.
2. The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
3. This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DRAINAGE REPORT	2023/06/26	TMP

**T.M. PRIDHAM**  
REGISTERED PROFESSIONAL ENGINEER  
PROVINCE OF ONTARIO

*T. M. Pridham, P. Eng.*

**BURNSIDE**

**R.J. Burnside & Associates Limited**  
15 Townline  
Orangeville, Ontario, L9W 3R4  
telephone (519) 941-5331  
fax (519) 941-8120  
web www.rjburnside.com

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Client

**TOWNSHIP OF MELANCTHON**  
157101 HIGHWAY 10  
MELANCTHON, ONTARIO  
L9V 2E6

Drawing Title			
<b>SCHILL DRAINAGE WORKS</b>			
WATERSHED PLAN			
Drawn	Checked	Date	Drawing No.
AKB	TMP	2023/06/26	<b>P1</b>
Scale	Project No.		
AS SHOWN	300036409.1000		





# BURNSIDE

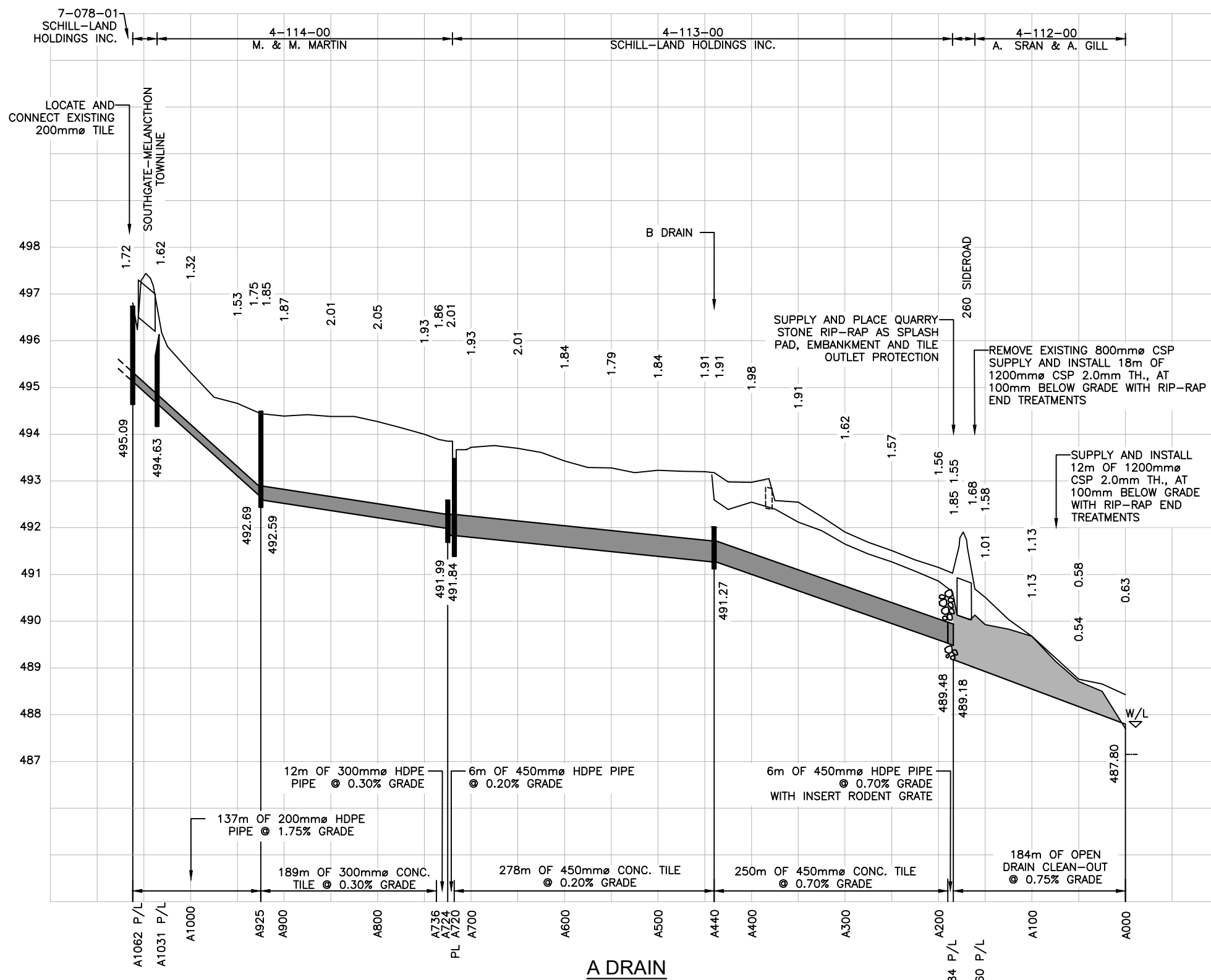
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**Drawing No. P2**

**Profiles**

Drawing No. P2

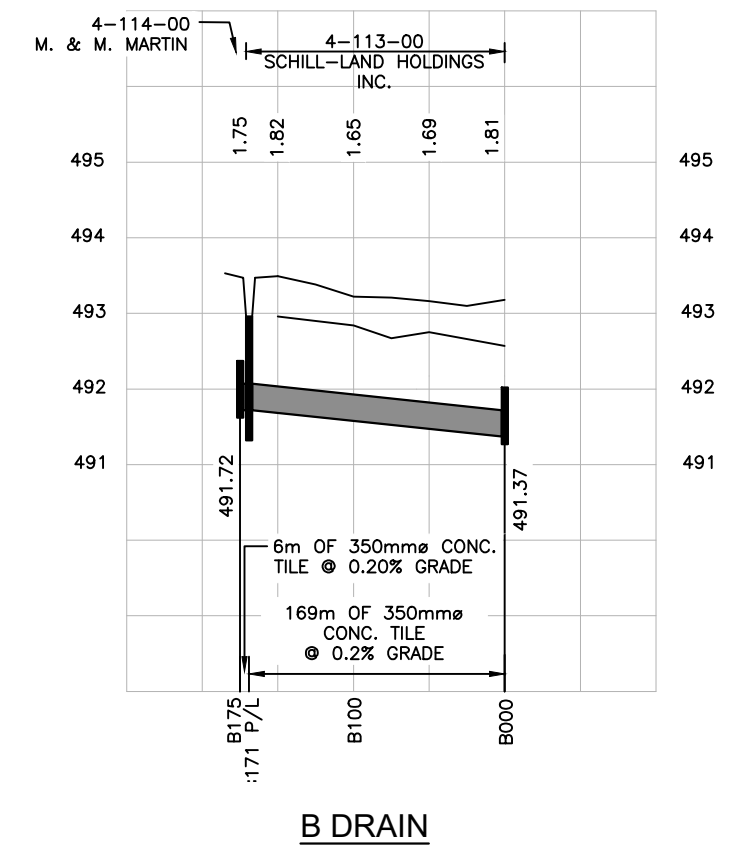


**BENCHMARKS:**

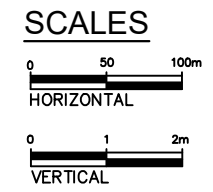
STA. A161 SPIKE IN EAST FACE OF HYDRO POLE 35m WEST  
ELEV = 491.95

STA. A896 SPIKE IN SOUTH FACE OF FENCE POST 10m SOUTH  
ELEV = 494.74

STA. A1056 SPIKE IN NORTH FACE OF HYDRO POLE 28m SOUTH  
ELEV = 497.00



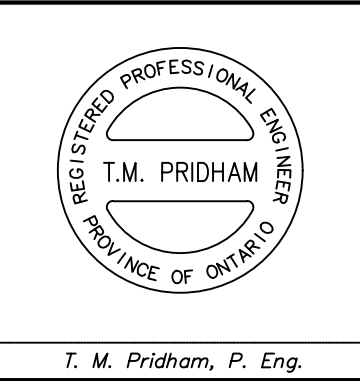
**OPEN DRAIN:**  
BOTTOM WIDTH: 1.0m  
SIDE SLOPES: 2:1 (H:V)



**Notes**

- This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.
- The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.
- This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DRAINAGE REPORT	2023/06/26	TMP



**BURNSIDE**

R.J. Burnside & Associates Limited  
15 Townline  
Orangeville, Ontario, L9W 3R4  
telephone (519) 941-5331  
fax (519) 941-8120  
web www.rjburnside.com

Client  
**TOWNSHIP OF MELANCTHON**  
157101 HIGHWAY 10  
MELANCTHON, ONTARIO  
L9V 2E6

Drawing Title <b>SCHILL DRAINAGE WORKS</b>			
PROFILES			
Drawn AKB	Checked TMP	Date 2023/06/26	Drawing No. <b>P2</b>
Scale AS SHOWN	Project No. 300036409.1000		



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## Appendix A

### Special Provisions

## **APPENDIX A**

### **SPECIAL PROVISIONS**

R. J. BURNSIDE & ASSOCIATES LIMITED  
Engineers, Hydrogeologists, Environmental Consultants  
15 Townline  
Orangeville, Ontario  
L9W 3R4

#### **DRAINAGE SPECIFICATIONS**

One complete set of plan, profiles, and specifications shall be kept by the operator at the construction site at all times.

These specifications, including report, plan and profiles of the same date apply to and govern, where applicable, the construction of the

#### **SCHILL DRAINAGE WORKS**

Township of Melancthon and Township of Southgate

#### **EXTENT OF THE WORK:**

184 m of Open Drain plus Associated Work  
Including One Road Crossing  
1053 m of Closed Drain plus Associated Work  
Including One Road Crossing

#### **SPECIAL PROVISIONS:**

##### **OPEN WORK – GENERAL**

The side of operation shall be the West side unless otherwise directed by the Owners and Engineer at the time of construction.

Centreline stakes will be provided by the Engineer prior to construction. The bottom width shall be one metre throughout. The side slopes shall be 2:1 (H:V). The topsoil from the drain cross-section shall be salvaged and used to help cover the levelled spoil.

**All levelling shall be to a maximum depth of 150 mm above the original ground level leaving a clear berm or margin of at least 2.0 m between the edge of the Drain and the levelled spoil. The topsoil shall be stripped and replaced for the levelling of the excavated material to specifications.**

All side slopes and all disturbed areas shall be seeded. Seeding shall be as specified in the General Conditions, Item 13.

## **OPEN WORK – ROAD CROSSING**

Signing and traffic control shall be in accordance with Ontario Traffic Manual, Book 7 – Temporary Conditions. Notification of all utilities and obtaining locates must be completed prior to commencing construction.

Prior to commencing work, the topsoil in all areas to be disturbed shall be stripped and stockpiled. After the completion of the work the topsoil shall be reinstated, and all disturbed areas seeded with an approved grass seed mixture.

The culvert shall be supplied in two 9 m lengths plus a 600 mm wide coupler and shall be installed in accordance with OPSD 802.010 Type 1 or 2 Soil on a minimum of 100 mm depth of Granular 'A' or 19 mm (3/4 in.) clear stone bedding. Through the road crossing (toe of slope to toe of slope), the trench shall be completely backfilled with Granular 'A'. Compaction shall be to 100% SPD. Any excess material shall be loaded and disposed of. After the culvert installation, the road ditches for 10 m on each side shall be graded to the new invert elevations.

A 500 mm thick clay seam shall be placed at each end prior to the installation of rip-rap specified below. It is anticipated that the native material removed for the new road crossing will be satisfactory.

Approximately 40 sq. m (20 sq. m per side / 20 tonnes) of 150 mm to 300 mm dia. quarry stone rip-rap shall be keyed in place 500 mm thick on geotextile underlay as inlet and outlet protection for the new crossing. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

**In accordance with Section 69 of the Drainage Act, the work on the 260 Sideroad will be undertaken by the Township of Melancthon. It is likely the Contractors hydraulic excavator will be retained on an hourly basis to assist with the new crossing installation. Any questions regarding timing may be directed to Mr. Craig Micks, Public Works Superintendent, Township of Melancthon. Details concerning the road work may be discussed and/or confirmed with Mr. Micks at (519) 939-1957**

## **OPEN WORK – A DRAIN – STA. A000 TO STA. A184**

At Sta. A000, a straw bale sediment check dam shall be installed. The straw bales shall be removed after the completion of the work on the open drain. In the event any accumulated sediment has to be removed, it will be paid for as an extra.

From Sta. A068 to Sta. A080, the new 1200 mm dia. CSP shall be installed 100 mm below grade on a minimum of 100 mm depth of Granular 'A' or 19 mm (3/4 in.) clear stone bedding. The CSP shall be manufactured, delivered, and installed in one length, i.e., no couplers.

The culvert installation shall also be completely backfilled with Granular 'A' material. Compaction shall be to 100% SPD. The culvert shall also have a minimum of 450 mm (18 in.) cover and a 6.0 m wide driving platform after the completion of the work. The crossing approaches shall have a maximum of 10:1 (H:V) slope.

A 500 mm thick clay seam shall be placed at each end prior to the installation of rip-rap specified below. It is anticipated that the native material from the open drain excavation will be satisfactory.

Approximately 20 sq. m (10 sq. m per side / 10 tonnes) of 150 mm to 300 mm dia. quarry stone rip-rap shall be keyed in place 500 mm thick on geotextile underlay as inlet and outlet protection for the new crossing. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

**CLOSED WORK – MATERIALS**

All concrete tile shall be Heavy-Duty Extra Quality (2000D) meeting the minimum Three-Edge Bearing Crushing Strength as per ASTM C412. All concrete tile joints shall be completely wrapped with 300 mm wide drain wrap (Terrafix 270R or an approved equivalent). The wrap shall overlay at the top of the tile by 300 mm.

**The Contractor may substitute CSA approved smoothwalled perforated HDPE with non-woven geotextile filter sock in place of the concrete tile. The perforated HDPE shall be per Boss 2000 (320 kPa) with split coupler joints per CSA B182.8 or an approved equivalent.**

All solid smoothwalled polyethylene pipe (HDPE) for the drain shall be per Boss 2000 (320 kPa) with bell and gasket joints per CSA B182.6 or an approved equivalent. The HDPE elbows shall also be as per Boss 2000 (320 kPa) or an approved equivalent with belled ends.

Drainage tubing for the connection of private tile encountered during the work shall be per Big ‘O’ or an approved equivalent. For the connection of any private tile, a hole shall be cored into the new concrete tile. The connection shall be made with an insert tap tee.

Tile connections will be paid for as required except for those mentioned in the Special Provisions or in the details describing the catchbasin installations. The Contractor shall not be paid for extra work unless approved by the Engineer, with the exception of tile connections.

The Contractor’s supplier shall confirm the details of the catchbasins and junction boxes with the Engineer prior to fabrication and delivery. The specifications for each structure are outlined below:

STRUCTURES				
STATION	DESCRIPTION	INVERT OF DRAIN/LEAD	LOW WALL/INLET ELEVATION	COMMENTS
Sta. A440	900 x 1200 PRE-BENCHED JUNCTION BOX	491.27 m (450 mmØ HD TILE) E 491.27 m (450 mmØ HD TILE) W 491.37 m (350 mmØ HD TILE) N 491.42 m (300 mmØ KNOCKOUT) S		1200 mm WALLS EAST AND WEST SIDES
Sta. A718	900 x 1200 ON-LINE CB	491.83 m (450 mmØ HD TILE) E 491.83 m (450 mmØ HDPE) W	493.48 m	1200 mm WALLS EAST AND WEST SIDES

STRUCTURES				
STATION	DESCRIPTION	INVERT OF DRAIN/LEAD	LOW WALL/INLET ELEVATION	COMMENTS
Sta. A724	900 x 1200 PRE-BENCHED JUNCTION BOX	491.84 m (450 mmØ HDPE) E 491.99 m (300 mmØ HDPE) W(S) 491.99 m (300 mmØ KNOCKOUT) W(N) 491.99 m (300 mmØ KNOCKOUT) N 491.99 m (300 mmØ KNOCKOUT) S		1200 mm WALLS EAST AND WEST SIDES
Sta. A925	600 x 600 PRE-BENCHED JUNCTION BOX	492.59 m (300 mmØ HD TILE) E 492.69 m (200 mmØ HDPE) W 492.69 m (200 mmØ KNOCKOUT) N 492.69 m (200 mmØ HDPE LEAD) S		
Sta. A925	600 x 600 OFFSET CB	492.99 m (200 mmØ HDPE LEAD) N	494.49 m	
Sta. A1036	900 x 1200 OFFSET DICB	494.78 m (200 mmØ KNOCKOUT) S	495.68 m	1200 mm WALLS EAST AND WEST SIDES
Sta. A1062	600 x 600 ON-LINE CB	495.09 m (200 mmØ HDPE) E 495.09 m (200 mmØ HDPE) W	496.74 m	
Sta. B169	900 x 1200 ON-LINE CB	491.71 m (350 mmØ HD TILE) N 491.71 m (350 mmØ HD TILE) S	492.91 m	1200 mm WALLS NORTH AND SOUTH SIDES
Sta. B175	600 x 600 PRE-BENCHED JUNCTION BOX	491.77 m (300 mmØ KNOCKOUT) E 491.77 m (300 mmØ KNOCKOUT) W 491.77 m (300 mmØ KNOCKOUT) N 491.72 m (350 mmØ HD TILE) S		

- ALL CATCHBASINS TO HAVE 300 mm DEEP SUMP
- ALL JUNCTION BOXES SHALL BE PRE-BENCHED TO ONE-HALF THE DIAMETER OF THE OUTGOING TILE

### **CLOSED WORK – INSTALLATION**

**The Contractor shall install the Drain by means of a hydraulic excavator. The concrete tile or HDPE pipe shall be installed on a minimum of 100 mm depth of 19 mm (3/4 in.) clear stone bedding and be backfilled with clear stone to the spring line. Installation shall be per OPSD 802.010 Type 1 or 2 Soil.**

Topsoil shall be stripped and stockpiled for a minimum width of 8 metres throughout the entire length of the drain. The Contractor shall use a trim dozer (or approved equal) to spread and level the topsoil over the backfilled trench to the satisfaction of the engineer. Under no circumstances will frozen topsoil be levelled or placed over top of the drain. If the Contractor elects to install the drain during winter months, the Contractor shall return to the site and level the topsoil when conditions are appropriate. No additional mobilization charges shall be made for returning the site to conduct the levelling of topsoil.

Test pits completed during the report preparation found hard stoney material near the bottom of the trench above the gradeline. The Contractor shall take every reasonable precaution to not damage the concrete tile or HDPE pipe during backfilling. The Contractor shall make every effort to avoid contaminating the topsoil with subsoil/stones throughout the installation and backfilling operations.

The location of all catchbasins shall be as directed by the Engineer at the time of construction. On road allowances, catchbasins shall be installed parallel to the road, unless otherwise directed. On private lands, catchbasins shall be installed perpendicular to the route of the drain, unless otherwise directed. Catchbasin markers and grates are required and are to be supplied by Coldstream Concrete or an approved equivalent.

Catchbasins shall be backfilled with compacted native material. In areas of poor soil conditions, Granular 'B' or 19 mm (3/4 in.) clear stone shall be used for backfill. Granular or clear stone backfill material will be paid for as an extra if required. Pipe connections to catchbasins shall be grouted in place from the inside and outside. The connections shall also be trimmed flush on the inside wall. The outside pipe connection and any riser joints shall be wrapped with a layer of geotextile underlay. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

The rip-rap inlet apron for the 900 mm x 1200 mm catchbasins shall be 6 sq. m of 100 mm to 150 mm dia. quarry stone placed 300 mm thick on geotextile underlay. The rip-rap inlet apron for the 600 mm x 600 mm catchbasins shall be 4 sq. m of 100 mm to 150 mm dia. quarry stone placed 300 mm thick on geotextile underlay. The geotextile underlay shall be Terrafix 270R or an approved equivalent.

## **CLOSED WORK – ROAD CROSSINGS**

Signing and traffic control shall be in accordance with Ontario Traffic Manual, Book 7 – Temporary Conditions. Notification of all utilities and obtaining locates must be completed prior to commencing construction.

Prior to commencing work, the topsoil in all areas to be disturbed shall be stripped and stockpiled. After the completion of the work the topsoil shall be reinstated, and all disturbed areas seeded with an approved grass seed mixture.

The HDPE Road crossing shall be installed in accordance with OPSD 802.010, Type 1 or 2 Soil on a minimum of 100 mm depth of Granular 'A' or 19 mm (3/4 in.) clear stone bedding. Through the road crossing (toe of slope to toe of slope) the trench shall be completely backfilled with Granular 'A'. Compaction shall be to 100% SPD. Any excess material shall be removed and disposed of. After the catchbasin installation, the road ditch for 10 m on each side shall be graded to the new inlet elevation.



**In accordance with Section 69 of the Drainage Act, the work on the Southgate-Melancthon Townline will be undertaken by the Township of Southgate. Any questions regarding timing may be directed to Mr. John Watson, Public Works Foreman & Fleet Manager, Township of Southgate. Details concerning the road work may be discussed and/or confirmed with Mr. Watson at (519) 923-2110 Ext. 251.**

### **CLOSED WORK – A DRAIN – STA. A184 TO STA. A1062**

From Sta. A184 to Sta. A718, the new drain shall be installed centred between the existing tile headers. The headers will be located, and the centreline of the new drain will be provided by the Engineer prior to construction. Some of the existing spoil may need to be temporarily relocated to facilitate the stripping of the topsoil and installation of the drain.

At Sta. A184, roughly 40 sq. m (40 tonnes) of 150 mm to 300 mm dia. quarry stone rip-rap shall be keyed in place 500 mm thick on geotextile underlay as embankment and tile outlet protection. The geotextile underlay shall be Terrafix 270R or an approved equivalent. The existing HDPE tile outlets (two – 300 mm dia., and one – 200 mm dia.) shall be extended with HDPE pipe and connected with split couplers such that they are flush with the completed rip-rap installation. The Contractor shall allow 3 m lengths for each extension. In the event extra HDPE pipe or rip-rap material is required, it will be paid for as an extra.

At approximately Sta. A382, the existing 450 mm dia. CSP farm crossing shall be removed by the Contractor and left at the site for disposal by the Owner.

From Sta. A184 to Sta. A440, the existing spoil shall be used to fill and grade the small existing ditch. Any material deemed not suitable for backfill by the Engineer shall be relocated as needed outside of the working area for disposal by the Owner.

At Sta. A447, an existing header drain will be crossed. The trench shall be backfilled with 19 mm (3/4 in.) clear stone and the header drain reconnected with equivalently sized tubing. After completion of the connection, the tubing shall be completely backfilled with 19 mm (3/4 in.) clear stone.

At Sta. A720, the existing post and wire fence shall be removed by the Owners prior to commencing construction and replaced by the Owners subsequent to construction at their discretion.

At Sta. A735, a 45-degree HDPE belled elbow shall be installed to accommodate the bend in the drain.

At Sta. A736, the connection between the new HDPE pipe and concrete tile shall be thoroughly wrapped with 300 mm wide drain wrap (Terrafix 270R or an approved equivalent). The wrap shall overlay at the top of the HDPE pipe and concrete tile by 300 mm.

At Sta. A925, the 600 mm x 600 mm catchbasin shall be offset and placed adjacent to the existing fence as directed by the Engineer at the time of construction. The catchbasin lead shall be installed on a uniform grade.

At Sta. A1062, the 600 mm x 600 mm catchbasin shall be placed on privately owned lands as directed by the Engineer at the time of construction. The existing 200 mm dia. tubing shall be

located and connected with 3 m of 200 mm dia. HDPE pipe installed on a uniform grade.

### **CLOSED WORK – B DRAIN – STA. B000 TO STA. B175**

From Sta. B000 to Sta. B169, the new drain shall be installed centred between the existing tile headers. The headers will be located, and the centreline of the new drain will be provided by the Engineer prior to construction. Some of the existing spoil may need to be temporarily relocated to facilitate the stripping of the topsoil and installation of the drain.

At Sta. B171, the existing post and wire fence shall be removed by the Owners prior to commencing construction and replaced by the Owners subsequent to construction at their discretion.

The existing spoil shall be used to fill and grade the small existing ditch. Any material deemed not suitable for backfill by the Engineer shall be relocated as needed outside of the working area for disposal by the Owner.

### **WORKING SPACE**

The width of the working space for the construction, maintenance and repair of the Schill Drainage Works shall be as follows:

### **OPEN WORK**

The working space shall be an average of 20 m to allow for the stripping of topsoil, excavation of the open drain, and the spreading and levelling of the excavated material as specified.

### **CLOSED WORK**

The working space shall be an average of 20 m along the drain route to allow for stripping, stockpiling, and relevelling of the topsoil. The working space shall also extend for 10 m beyond the end of the work on each drain to allow for the connection of the existing tile (A Drain) and placement of the junction box (B Drain) as specified.

### **ACCESS ROUTES**

Access to the working space shall be off the 260 Sideroad and Southgate-Melancthon Townline, as directed by the Owners and Engineer at the time of construction.



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## Appendix B

### General Conditions

## **APPENDIX B**

### **GENERAL CONDITIONS**

1. MUNICIPALITY means the Corporation of the Township awarding the Contract.
2. ENGINEER means the Project Engineer of R.J. BURNSIDE & ASSOCIATES LIMITED, Municipal Drainage Consultants, who shall decide on questions arising under the Contract Documents as to the interpretation of specifications or performance of the work.
3. INSPECTOR, if any, means the representative of R.J. BURNSIDE & ASSOCIATES LIMITED who is authorized to inspect and to oversee the construction process.
4. DRAINAGE SUPERINTENDENT OR COMMISSIONER, if any, means the person or persons appointed by the Municipality to assist in the construction of the drainage works.
5. CONTRACTOR means the Corporation, Company or person having been awarded the Contract.
6. CONTRACT means the signed proposal or tender offered by the Contractor and accepted by signature on behalf of the Municipality and which shall be a formal and binding document.
7. BENCH MARKS means the permanently established level marks, recorded on the profile as to description, location and elevation and which shall govern the drainage work. It is an offence under the Drainage Act to interfere with, remove or destroy any bench mark.
8. STAKES mean survey marks set twenty-five metres apart and at all fences or as shown on plan and profile and are for vertical control only. The Contractor shall not be held liable for the cost of replacing any stakes, except stakes destroyed during construction.
9. PROFILES show the cuts or depths from the ground at the numbered side of the stakes and from the average bottom of the present open drain to the gradeline, which shall be at the bottom of the finished drain or the invert of the tile, as the case may be. The cuts or depths are indicated in metres and parts thereof, but the bench marks must govern.
10. FENCES mean enclosures by wire, railing, or otherwise, which may be removed by the Contractor to the extent necessary for the construction, but they shall be repaired to as good a condition as found. In no case shall a fence be left open or unguarded. Watergates, where required, shall be constructed as part of the work.
11. HEAVY STONE RIP-RAP AND SPILLWAYS shall in general be keyed in place and a minimum of 500 mm thick at the toeline and fitting the contours and slopes of the banks. All installations shall include Terrafix 270R filter mat or an approved equivalent. Spillways shall have a minimum slope of 2:1 (horizontal to vertical) and shall be shaped to guide the flow over the centre.

12. HIGHWAYS AND ROAD AUTHORITIES, Governmental Departments, Public or Private Utilities shall be notified in advance by the Contractor before performing any work affecting land or properties under their jurisdiction. The Contractor shall guard against damaging pipes, conduits, cables, etc. All work on roads, utility lands, etc. as to construction methods, location, type of pipes, catch basins and grates, disposal of excess material, general clean-up, etc. shall be under the direction and supervision of the authority having jurisdiction. (See Instructions to Bidders, Item 6.)
13. SEEDING permanent grass mixture, Creeping Red Fescue 35 Kg, Perennial Ryegrass 17 Kg, and Wild White Clover 6 Kg per ha. or equivalent, all Canada No. 1 grass mixture. Total 58 Kg per ha.
14. UNSTABLE SUBSOIL OR ROCK conditions, previously unknown to exist, but which may make alternations necessary, shall immediately be reported to the Engineer. Changes subsequently authorized shall not release the Contractor from obligations under his Contract.
15. MINOR CHANGES mean necessary alterations made by the Engineer as the work progresses. An amount proportionate to the amount contained in the tender being added to or deducted from the contract price to cover such changes.
16. WORKING SPACE shall mean a strip of land reasonably close to the drain and necessarily used for and during construction and shall in general be 25 m or less.
17. REASONABLE ACCESS TO THE WORK AREA shall be provided by any owner receiving allowances for damages.
18. POWER TO ENTER. Under Section 63 of the Drainage Act, the Contractor is entitled to enter upon whatever lands are necessary to complete the work within the designated working space. Interfering with or obstructing the Contractor is offence.



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## Appendix C

### General Specifications (Open Work)

## APPENDIX C

### GENERAL SPECIFICATIONS (OPEN WORK)

1. THE CENTRE LINE of the present ditch shall in general be the centre line of the new work. Courses shall run in long straight lines. Intersecting curves shall be smooth and gradual. At all curves and bends excavation shall be taken off the inside bank only. Centre line or off-set stakes shall be used, if necessary, to make the work uniform.
2. BOTTOM WIDTH AND SIDE SLOPES shall be as specified. Both sides of an open drain are to be sloped 1.5:1 (horizontal to vertical) or as shown on the profile. Flatter side slopes may be authorized in unstable soil.
3. EXCAVATION & LEVELLING shall be made by suitable machinery. Material shall in general be placed, spread, and levelled on the lower side of the drain or on the side opposite trees and fences. The spoil, including old spoil banks on open lands, if any, shall be levelled up to a maximum depth of 0.15 m (unless otherwise specified) leaving a clear berm or margin of at least 2 m between the edges of the drain and the levelled spoil. It shall be left so that it may be cultivated together with adjacent lands by use of ordinary farm machinery. At every new cut the excavated material shall in general be used to fill the abandoned channel. Through bush lands the excavated material may be levelled up to twice the above maximum depth (unless otherwise specified).
4. SILT TRAPS shall be constructed 0.3 m below grade and 25 m long where shown on the profile. Clean-out prior to final inspection is not required.
5. INLETS FOR SURFACE WATER shall be left in the levelled spoil on each property, approximately 100 m apart and through bush lands approximately 60 m apart, or as necessary for surface run-off. Inlets shall extend through windows, if any. No excavated material is to be left in any ditches, depressions, furrows, or tiles intended to conduct water into the open drain. Inlets shall have a minimum bottom width of 1 m.
6. TRIBUTARY DITCHES shall be cut back on a gradual slope a minimum distance of 5 m.
7. TILE OUTLETS shall in general be left undisturbed but, if necessary, shall be moved back to fit the new slope. Such work shall be at extra negotiable cost. Owners are requested to mark their tile outlets prior to construction.
8. CLEARING shall mean the removal of brush, stumps, heavy stones, or other obstructions inside the slopes of the drain or along the bank of operation to a sufficient width for spreading and levelling the spoil, or as shown on the profile and in open land shall be left in piles on top of the levelled spoil. It shall be left to the owner to salvage any wood or timber.
9. EXCAVATION AT BRIDGE SITES shall be to the full depth and as nearly as possible to the full width and side slopes and shall be made by hand if not otherwise possible. Farm bridges hereafter constructed or reconstructed are recommended to have a capacity equal to the cross-sectional area, or a clear width between the abutments twice the specified bottom width of the drain. Culverts shall be separately designed and shall be installed with the inverts approximately 150 mm below the grade line.

10. REMOVING OPEN DRAIN from a road allowance, and if not otherwise provided for, the material not needed to fill the abandoned channel shall be placed, spread and levelled on the adjoining lands. (See Instruction to Bidders, Item 6 and General Conditions, Item 12.)
11. DAMAGES to crops or livestock, or by livestock within the working space shall not be the liability of the Contractor. He shall, however, give the owner concerned a reasonably advanced notice to move livestock, if any. (See Instruction to Bidders, Item 4.)

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## Appendix D

### General Specifications (Tile Work)

## APPENDIX D

### GENERAL SPECIFICATIONS (TILE WORK)

1. LINE OF CONSTRUCTION shall in general be as staked, but the drain shall run straight throughout each course and at intersections it shall run on a smooth and gradual curve.
2. CLEARING for tile shall mean the removal of trees, brush, stumps, heavy stones or other obstructions for a minimum width of 15 m on each side of the drain, and in open land shall be left in piles. It shall be left to the owner to salvage any wood or timber.
3. MATERIAL, whether or not supplied by the Municipality, shall be arranged for and shall be accepted, or rejected if not first quality, by the Contractor at the site on delivery.
4. TRENCHING AND LAYING shall in general be done by a wheel trencher together with accurate grade controls. The tile shall be laid with the invert at the gradeline with joints fitting properly. The minimum trench width shall be equal to the outside diameter of the tile plus 150 mm.
5. BLINDING shall be made as rapidly as is consistent with the construction progress. After inspection, the trench shall be backfilled. Minimum cover to natural surface shall in general be 750 mm.
6. TRIBUTARY TILE shown on the profile shall be connected as part of the work. Existing tile not shown shall be connected as extra work. A sufficient length of pipe, in general one size greater in diameter, shall be used through the bottom of a graded overflow run-way or if reconnection is to be made across a trench.
7. OUTLET PROTECTION shall in general be a length of standard metal pipe with a hinged rodent-proof grate. The end of the pipe shall be rip-rapped with heavy stone, which shall also extend into the bottom of the open drain. Overflow water shall not be directed over the tile outlet.
8. GRADED OVERFLOW RUNWAYS shall be constructed by cutting down the banks of a ditch that is being replaced by a tile drain. In no case shall its elevation be such as to hinder the free flow of surface water. It shall be graded to such condition that it may be cultivated by use of ordinary farm machinery. Grassed runways are recommended on heavy grades, but shall be left to the owner, if not otherwise specified.
9. CATCHBASINS shall in general be constructed of concrete (20 MPa) sides and bottom minimum 150 mm thick, inside dimensions 600 x 600 mm with a 300 mm sump, poured in place or prefabricated. The top shall be a standard Ministry of Transportation riveted grade or a welded metal frame with iron bars on 50 mm centres. Provisions must be made for surface water to enter, or catchbasins may be off set into the overflow runway. A 200 mm dia. tile as cross-connection is in general sufficient. Backfill shall be firmly packed and all tileconnections, bottom, and side joints, shall be grouted in cement mortar.
10. JUNCTION BOXES shall be of concrete with tile grouted and fitting properly.

11. DAMAGES to crops within the working space shall not be the liability of the Contractor, nor damages to livestock or by livestock occasioned by leaving trenches open for inspection. He shall, however, give the owner concerned a reasonably advanced notice. The Contractor will be held liable for any such damages if the backfilling is delayed more than 10 days after the acceptance of the work, weather conditions permitting. (See instructions to Bidders, Item 4.)

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## Appendix E

### Instructions to Bidders

## **APPENDIX E**

### **INSTRUCTIONS TO BIDDERS**

1. TENDERS, submitted on the prescribed form and accompanied by the required bid deposit in favour of the Municipality, will be considered and contracts awarded only in the form of a lump sum for the completion of the whole works, or of such portions as specified in the tender call.
2. INVESTIGATIONS in regard to plans, profiles, specifications, the location, and extent of the work should be made by the bidders themselves before tendering, and any doubt as to the exact meaning of any of the relevant documents or their intentions must be removed before signing the Contract; thereafter, the Contractor shall be bound by the decisions of the Engineer on all points.
3. GUARANTY BONDS covering the faithful performance of the Contract may be required by the Municipality prior to awarding the Contract.
4. CLAIMS OR LIABILITIES resulting from accidents, damages, losses, etc. directly or indirectly arising out of the Contract or manner of performance thereof, and if not otherwise provided for, shall be the responsibility of the Contractor. The Municipality may require proof of his insurance against any or all liabilities prior to awarding the Contract or may withhold an equal amount to claims filed from payments then due.
5. FAULTY MATERIAL OR WORKMANSHIP shall be the responsibility of the Contractor at his own expense for a period of one year from the date of final acceptance of the work, and he shall remedy any defect and pay for any damage therefrom which may appear within such period and neither the final certificate nor payments thereunder shall relieve him from such responsibility under or by virtue of the signed Contract.
6. PERMITS AND SUPPLEMENTARY SPECIFICATIONS shall be obtained by the Contractor at his own expense before performing any work affecting any Road, Right-of-Way, Land or Property of any Governmental Department, County or Township, or of any Public or Private Utility, and he shall perform the work as though said specifications were hereto attached.
7. PAYMENTS up to 80% of the value of the work completed may be made by the Municipality on the written certificate of the Engineer, with a holdback payable after 45 days from the date of final acceptance. The Municipality may require the Contractor to furnish a complete release from sub-contractors or of all liens arising out of the Contract (other than his own) before the final payment shall become due.
8. FINAL INSPECTION will be made within two weeks after notice has been received from the Contractor that the work has been completed, or as soon thereafter as weather conditions permit. All work must at that time have the full dimensions, grades, etc. as specified and the general clean-up must be fully completed. If deficiencies are found, which should have been known to the Contractor as not complying with the specifications, the cost and expenses incidental to such inspection shall, due to his negligence, become the liability of the Contractor and may be deducted from the Contract price.

9. STATEMENTS OF SATISFACTION, voluntarily signed by the owners in regard to the treatment of the spoil, the clearing, the fences, the general clean-up, etc. may release the Contractor from further obligation in that regard.
10. TERMINATION OF CONTRACT: All work must be completed within the time limit as specified by or as extended under the Contract. If at any time, the Engineer should certify in writing, that the work is unnecessarily delayed or that conditions of the Contract are being violated, the Municipality shall have the power to terminate by written notice all work there on but reserving all claims against the Contractor for breach of Contract. If, however, the work has not been completed on or before the date fixed, the Contractor may apply in writing for an extension prior to the expiry date of his Contract.



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## Appendix F

### Maintenance Assessment Schedules

**APPENDIX F**

**MAINTENANCE ASSESSMENT SCHEDULES**

**SCHILL DRAINAGE WORKS**

**STA. A000 TO STA. A160**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF MELANCTHON</b>								
4-068-00	C. Calder	7 SW	Pt. 22	0.1	NA		5.00	5.00
4-112-00	A. Sran & A. Gill		Pt. 21	2.0	NA	300.00	18.00	318.00
4-113-00	Schill-Land Holdings Inc.		Pt. 22	43.0	A	450.00	617.10	1,067.10
4-114-00	M. & M. Martin		23	18.5	A		302.20	302.20
Total Lands						750.00	942.30	1,692.30
260 Sideroad, Township of Melancthon						450.00	70.20	520.20
Total Lands and Road						1,200.00	1,012.50	2,212.50
Total Assessment, Township of Melancthon								\$2,212.50

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF SOUTHGATE</b>								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A		90.00	90.00
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		18.00	18.00
Total Lands							108.00	108.00
Southgate Road 10, Township of Southgate							27.00	27.00
Southgate-Melancthon Townline, Township of Southgate							52.50	52.50
Total Lands and Roads							187.50	187.50
Total Assessment, Township of Southgate								\$187.50

**RECAPITULATION**

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	2,212.50
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	187.50
<b>TOTAL ASSESSMENT – STA. A000 TO STA. A160</b>	<b><u>\$2,400.00</u></b>



**MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**

**SCHILL DRAINAGE WORKS**

**STA. A068 TO STA. A080 (FIELD CROSSING)**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF MELANCTHON</b>								
4-068-00	C. Calder	7 SW	Pt. 22	0.1	NA		5.00	5.00
4-112-00	A. Sran & A. Gill		Pt. 21	2.0	NA	525.00	5.00	530.00
4-113-00	Schill-Land Holdings Inc.		Pt. 22	43.0	A		257.00	257.00
4-114-00	M. & M. Martin		23	18.5	A		125.90	125.90
Total Lands						525.00	392.90	917.90
260 Sideroad, Township of Melancthon							29.20	29.20
Total Lands and Road						525.00	422.10	947.10
Total Assessment, Township of Melancthon								\$947.10

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF SOUTHGATE</b>								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A		37.50	37.50
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		7.50	7.50
Total Lands							45.00	45.00
Southgate Road 10, Township of Southgate							11.20	11.20
Southgate-Melancthon Townline, Township of Southgate							21.70	21.70
Total Lands and Roads							77.90	77.90
Total Assessment, Township of Southgate								\$77.90

**RECAPITULATION**

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	947.10
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	77.90
<b>TOTAL ASSESSMENT – STA. A068 TO STA. A080</b>	<b><u>\$1,025.00</u></b>

**MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**

**SCHILL DRAINAGE WORKS**

**STA. A184 TO STA. A440**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF MELANCTHON</b>								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22	2.1	A	3,650.00	141.20	3,791.20
4-114-00	M. & M. Martin		23	18.5	A		1,395.20	1,395.20
Total Lands						3,650.00	1,536.40	5,186.40
Total Assessment, Township of Melancthon								\$5,186.40

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF SOUTHGATE</b>								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A		415.20	415.20
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		83.00	83.00
Total Lands							498.20	498.20
Southgate Road 10, Township of Southgate							124.60	124.60
Southgate-Melancthon Townline, Township of Southgate							240.80	240.80
Total Lands and Roads							863.60	863.60
Total Assessment, Township of Southgate								\$863.60

**RECAPITULATION**

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	5,186.40
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	863.60
<b>TOTAL ASSESSMENT – STA. A184 TO STA. A440</b>	<b><u>\$6,050.00</u></b>

**MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**

**SCHILL DRAINAGE WORKS**

**STA. A440 TO STA. A724**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF MELANCTHON</b>								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22	0.8	A	3,750.00	35.70	3,785.70
4-114-00	M. & M. Martin		23	12.0	A	750.00	936.60	1,686.60
Total Lands						4,500.00	972.30	5,472.30
Total Assessment, Township of Melancthon								\$5,472.30

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF SOUTHGATE</b>								
7-078-01	Schill Land Holdings Inc.	6	Pt. 42	5.0	A		446.00	446.00
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		89.20	89.20
Total Lands							535.20	535.20
Southgate Road 10, Township of Southgate							133.80	133.80
Southgate-Melancthon Townline, Township of Southgate							258.70	258.70
Total Lands and Roads							927.70	927.70
Total Assessment, Township of Southgate								\$927.70

**RECAPITULATION**

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	5,472.30
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	927.70
<b>TOTAL ASSESSMENT – STA. A440 TO STA. A724</b>	<b><u>\$6,400.00</u></b>

**MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**

**SCHILL DRAINAGE WORKS**

**STA. A724 TO STA. A1031 AND STA. A1062**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF MELANCTHON</b>								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22		A			
4-114-00	M. & M. Martin		23	0.5	A	4,300.00	36.40	4,336.40
Total Lands						4,300.00	36.40	4,336.40
Total Assessment, Township of Melancthon								\$4,336.40

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF SOUTHGATE</b>								
7-078-01	Schill-Land Holdings Inc.	6	Pt. 42	5.0	A	500.00	607.50	1,107.50
7-092-00	Grand View Inc.	7	Pt. 42	2.0	A		121.50	121.50
Total Lands						500.00	729.00	1,229.00
Southgate Road 10, Township of Southgate							182.20	182.20
Southgate-Melancthon Townline, Township of Southgate						500.00	352.40	852.40
Total Lands and Roads						1,000.00	1,263.60	2,263.60
Total Assessment, Township of Southgate								\$2,263.60

**RECAPITULATION**

TOTAL ASSESSMENT, TOWNSHIP OF MELANCTHON	4,336.40
TOTAL ASSESSMENT, TOWNSHIP OF SOUTHGATE	2,263.60
<b>TOTAL ASSESSMENT – STA. A724 TO STA. A1031 AND STA. A1062</b>	<b><u>\$6,600.00</u></b>

**MAINTENANCE ASSESSMENT SCHEDULES (CONT'D)**

**SCHILL DRAINAGE WORKS**

**STA. B000 TO STA. B175**

Roll No.	Owner	Con.	Lot or Part	Approx. ha. Affected	Land Class	ASSESSMENTS		
						Benefit \$	Outlet Liability \$	Total \$
<b>TOWNSHIP OF MELANCTHON</b>								
4-068-00	C. Calder	7 SW	Pt. 22		NA			
4-112-00	A. Sran & A. Gill		Pt. 21		NA			
4-113-00	Schill-Land Holdings Inc.		Pt. 22	0.5	A	1,900.00	51.50	1,951.50
4-114-00	M. & M. Martin		23	6.5	A	750.00	1,098.50	1,848.50
Total Lands						2,650.00	1,150.00	3,800.00
Total Assessment, Township of Melancthon								\$3,800.00
<b>TOTAL ASSESSMENT – STA. B000 TO STA. B175</b>								<b><u>\$3,800.00</u></b>



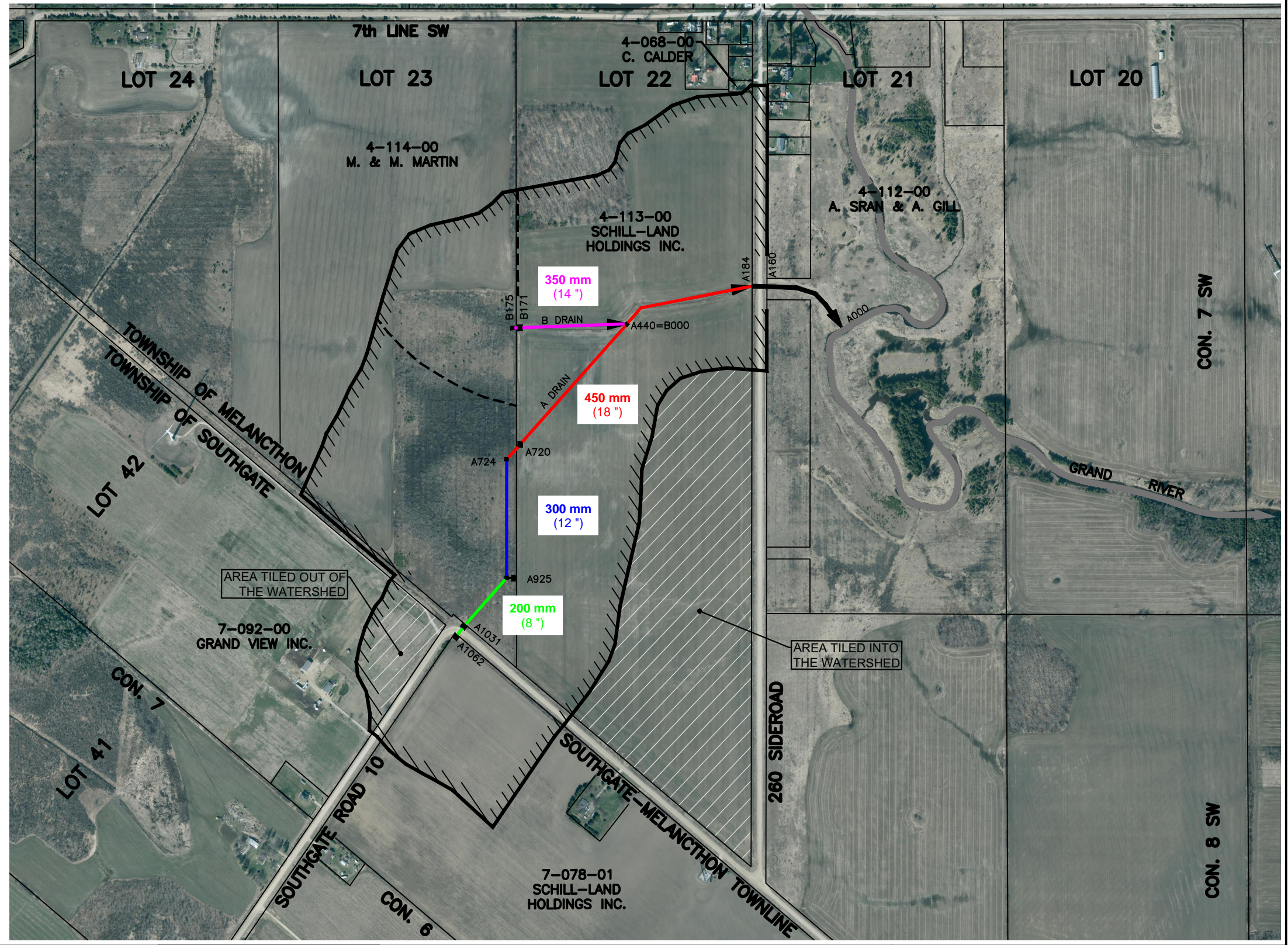
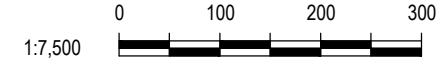


THE PROPERTY LINES SHOWN ON THIS PLAN ARE APPROXIMATE AND FOR GENERAL INFORMATION ONLY.

**LEGEND**

- APPROXIMATE WATERSHED LIMITS
- APPROXIMATE INTERIOR WATERSHED
- DRAIN ROUTE (OPEN DRAIN)
- DRAIN ROUTE (CLOSED DRAIN)
- A720 STATION
- 4-113-00 ASSESSMENT ROLL NO.
- PROPOSED CATCHBASIN
- PROPOSED JUNCTION BOX

**SCALE**



Notes  
 1. This drawing is the exclusive property of R. J. Burnside & Associates Limited. The reproduction of any part without prior written consent of this office is strictly prohibited.  
 2. The contractor shall verify all dimensions, levels, and datums on site and report any discrepancies or omissions to this office prior to construction.  
 3. This drawing is to be read and understood in conjunction with all other plans and documents applicable to this project.

No.	Issue / Revision	Date	Auth.
1	ISSUED FOR DRAINAGE REPORT	2023/06/26	TMP

T. M. Pridham, P. Eng.

**BURNSIDE**

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 web www.rjburnside.com

Client  
**TOWNSHIP OF MELANCTHON**  
 157101 HIGHWAY 10  
 MELANCTHON, ONTARIO  
 L9V 2E6

Drawing Title <b>SCHILL DRAINAGE WORKS</b>			
WATERSHED PLAN			
Drawn AKB	Checked TMP	Date 2023/06/26	Drawing No. <b>P1</b>
Scale AS SHOWN	Project No. 300036409.1000		



**SCHILL DRAINAGE WORKS**

**TOWNSHIPS OF MELANCTHON AND SOUTHGATE**

**PROPOSED WORK**

CONSTRUCTION	\$176,250.00
ALLOWANCES TO OWNERS	\$31,700.00
INVESTIGATIONS	\$1,250.00
PREPARATION OF REPORT	\$68,500.00
MEETINGS AND PROCEDURE	\$2,500.00
TENDERING AND CONSTRUCTION INSPECTION	\$26,500.00
ADMINISTRATION AND FINANCING INCLUDING NET H.S.T.	\$8,300.00
<b>TOTAL ESTIMATED COST</b>	<b><u>\$315,000.00</u></b>

**ESTIMATED NET COSTS**

TOTAL ESTIMATED COST	\$315,000.00
<b><u>LESS SPECIAL ASSESSMENTS</u></b>	
WORK ON 260 SIDEROAD	\$34,750.00
WORK ON SOUTHGATE-MELANCTHON TOWNLINE	\$17,500.00
TOTAL ASSESSMENT TO LANDS AND ROADS	\$262,750.00
<b><u>LESS ASSESSMENTS TO TOWNSHIP ROADS</u></b>	
260 SIDEROAD	\$5,494.00
SOUTHGATE ROAD 10	\$4,788.00
SOUTHGATE-MELANCTHON TOWNLINE	\$14,261.00
BALANCE TO BE ASSESSED TO PRIVATE LANDS	\$238,207.00
LESS PROVINCIAL GRANT (1/3 OF ASSESSMENTS ON AGRICULTURAL LANDS)	\$76,542.00
LESS ALLOWANCES TO OWNERS	\$31,700.00
<b>APPROXIMATE TOTAL NET COST TO PRIVATE LANDS</b>	<b><u>\$129,965.00</u></b>



**Schill Drainage Works  
Township of Melancthon  
June 2023**

Roll Number	Owners	Class	Benefit	Outlet	Total	Grant	Allowances	Net Cost
4-112-00	A. Sran & A. Gill	NA	\$8,250.00	\$230.00	\$8,480.00		\$5,925.00	\$2,555.00
4-068-00	C. Calder	NA		\$100.00	\$100.00			\$100.00
4-113-00	Schill-Land Holding Inc.	A	\$97,500.00	\$11,025.00	\$108,525.00	\$36,175.00	\$17,550.00	\$54,800.00
4-114-00	M. & M. Martin	A	\$58,000.00	\$38,948.00	\$96,948.00	\$32,316.01	\$8,025.00	\$56,606.99
Total Lands Township of Melancthon			\$163,750.00	\$50,303.00	\$214,053.00	\$68,491.01	\$31,500.00	\$114,061.99
260 Sideroad	Township of Melancthon		\$4,500.00	\$994.00	\$5,494.00			\$5,494.00
Total Roads Township of Melancthon			\$4,500.00	\$994.00	\$5,494.00			\$5,494.00
Total Lands and Roads Township of Melancthon			\$168,250.00	\$51,297.00	\$219,547.00	\$68,491.01	\$31,500.00	\$119,555.99
Township of Southgate								
7-078-01	Schill-Land Holding Inc.	A	\$5,000.00	\$15,962.00	\$20,962.00	\$6,987.34	\$200.00	\$13,774.66
7-092-00	Grand View Inc.	A		\$3,192.00	\$3,192.00	\$1,064.00		\$2,128.00
Total Lands in Township of Southgate			\$5,000.00	\$19,154.00	\$24,154.00	\$8,051.34	\$200.00	\$15,902.66
Southgate Road 10	Township of Southgate			\$4,788.00	\$4,788.00			\$4,788.00
Melancthon/Proton Townline	Township of Southgate		\$5,000.00	\$9,261.00	\$14,261.00			\$14,261.00
Total Roads in Township of Southgate			\$5,000.00	\$14,049.00	\$19,049.00			\$19,049.00
Total Lands and Roads Township of Southgate			\$10,000.00	\$33,203.00	\$43,203.00	\$8,051.34	\$200.00	\$34,951.66
<b>TOTAL LANDS AND ROADS SCHILL DRAINAGE WORKS</b>			<b>\$178,250.00</b>	<b>\$84,500.00</b>	<b>\$262,750.00</b>	<b>\$76,542.35</b>	<b>\$31,700.00</b>	<b>\$154,507.65</b>



## Schill Drainage Works

### Preliminary Timetable

#### **July 13<sup>th</sup>**

- Review Report with Council
- Reports Circulated to Affected Owners and Agencies

#### **August 10<sup>th</sup>**

- Consideration of the Report
- First and Second Reading of the Provisional By-Law
- Direction to Prepare and Distribute Tenders

#### **September 7<sup>th</sup>**

- Court of Revision
- Tender Opening

#### **September 21<sup>st</sup>**

- Final Reading of By-Law
- Award the Tender



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)

**NOTICE OF A PUBLIC MEETING TO INFORM THE PUBLIC  
OF A PROPOSED ZONING BY-LAW AMENDMENT**

**RECEIPT OF COMPLETE APPLICATION**

**TAKE NOTICE** that the Township of Melancthon has received a complete application to amend the Township's Zoning By-law 12-1979, as amended, by By-law 12-1982. The land affected is described as Lots 225 to 227, Concession 2 NE. The subject land is known municipally as 199100 2nd Line NE, Melancthon. The subject lands are shown more particularly on the **Key Map** below.

**AND PURSUANT** to Section 34 of the Planning Act, the application file is available for review at the Municipal Office. Please visit the Township's website or contact the Clerk to arrange to review this file.

**NOTICE OF PUBLIC MEETING**

**TAKE NOTICE** that the Council for the Corporation of the Township of Melancthon will be holding a public meeting (described below) under Section 34 of the Planning Act, R.S.O. 1990, c.P. 13 as amended, to allow the public to comment on the proposed Zoning By-law Amendment.

**DATE AND LOCATION OF PUBLIC MEETING**

Date and Time: Thursday, July 13, 2023 – 5:20 p.m.  
Location: In Person - Council Chambers – 157101 Highway 10, Melancthon, ON or  
Virtual Meeting (see note below)

**NOTE:** If you wish to attend the virtual meeting, please call or email the Township office prior to the day of the public meeting so you can be provided with the link to the meeting.

**THE PURPOSE** of the application is to permit secondary dwelling with an area of 166 square metres. The secondary dwelling is proposed to be attached to the existing dwelling.

The applicant has submitted the following information and reports, which are available for public review at the Township office during regular business hours.

1. Planning Justification Report
2. Plans and Elevations
3. Water Supply Potential Assessment and Nitrate Impact Assessment
4. Proposed Septic Drawing
5. Functional Servicing

**ADDITIONAL INFORMATION** and material regarding the proposed Zoning By-law Amendment application including information about preserving your appeal rights, please contact the Township office by telephone at 519-925-5525 or by email at [info@melancthontownship.ca](mailto:info@melancthontownship.ca) or by visiting the Township office located at 157101 Highway 10, Melancthon, ON L9V 2E6 during regular business hours (Monday-Friday, 8:30 a.m. – 4:30 p.m.).



**IF YOU WISH TO BE NOTIFIED** of the decision of the Council for the Corporation of the Township of Melancthon in respect to the proposed amendment, you must submit a written request to the Clerk of the Township of Melancthon at 157101 Highway 10, Melancthon, Ontario, L9V 2E6, email - [dholmes@melancthontownship.ca](mailto:dholmes@melancthontownship.ca).

If a person or public body does not make oral submissions at a public meeting or make written submissions to Council before the proposed amendments are approved, the person or public body is not entitled to appeal the decision of Council to the Ontario Land Tribunal.

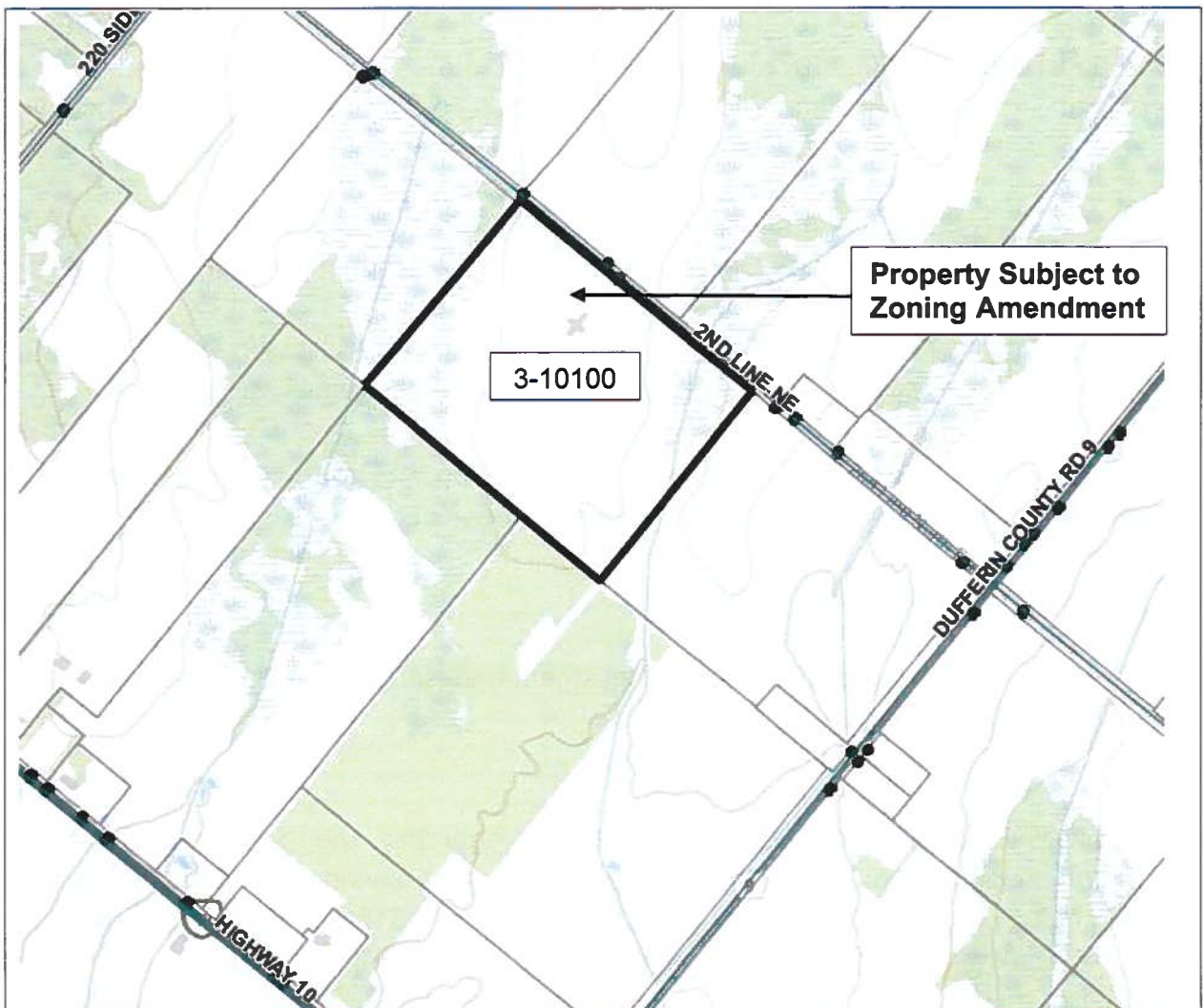
If a person or public body does not make oral submissions at a public meeting or make written submissions to Council before the proposed amendments are approved, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

If you have received this notice as an owner of a property, the Township requires that you post this notice in a location that is visible to all the residents.

Mailing Date of this Notice: June 13, 2023

Denise B. Holmes, CAO/Clerk - Township of Melancthon

### KEY MAP





The Corporation of **THE TOWNSHIP OF MELANCTHON**  
157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

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

Fax No. - (519) 925-1110

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

**Date: July 13, 2023**

**To: Mayor White and Members of Council**

**From: Silva Yousif – Senior Planner**

**Subject: 199100 2nd Line NE - Zoning By-law Amendment**

***Recommendation:***

That the Staff Report of Silva Yousif, Senior Planner be received and that:

That Zoning By-law Amendment for Lot 225-227, Concession 2 NE, 199100 2nd Line NE (Irvin and Esther Hoover) be approved and the attached Zoning By-law Amendment By-law (Schedule D) be adopted.

***Background:***

On behalf of Irvin Hoover and Esther Hoover, Eli Sherk has applied for a Zoning By-law Amendment the subject property legally described as Lot 225-227, Concession 2 NE, municipally known as 199100 2nd Line NE. (see Attachment A to this Report for the Context Map).

The proposed Zoning By-law Amendment is to allow for a single-storey attached dwelling that spans 166 square meters in size.

The subject property is designated as 'Rural Lands' with a portion designated 'Provincially Significant Wetland' in the Dufferin County Official Plan; 'Rural', 'Environmental Protection' in the Melancthon Official Plan; and 'General Agriculture (A1)' and 'Open Space Conservation (OS2)' in the Melancthon Zoning By-law.

On May 2, 2022, a Minor variance application was submitted but was deemed insufficient for the purpose of this proposal. As a result, staff recommended that the applicant proceed with a pre-application consultation process. A pre-consultation application was received on October 22, 2022, and a virtual meeting was held on January 13, 2023.



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Staff received supporting documents listed below along with a rezoning application on April 12, 2023.

- Zoning By-Law Amendment Application Form
- Planning Justification Report
- Plans
- GRCA Permit
- Nitrate impact assessment and water supply potential assessment report
- 

As of the pre-application consultation memo, the applicant was notified on May 2, 2022 that there are still pending reports required by staff for a complete application consideration.

Here is the status of the required studies:

Planning Justification Report	Received
Land Use Compatibility Assessment	Received-included in PJR
Geotechnical Investigation Report	Received
Hydrogeological Study	Received
Functional Servicing Report	Not Received
Low Impact Development	Not Received
Servicing Options	Not Received
Servicing Feasibility	Not Received
Stormwater Management Report	Not Received

A complete application and notice of public meeting were issued and circulated in June 2023.

### ***Analysis***

Section 35.1 of the Planning Act, R.S.O. 1990, as amended, and; O. Reg. 299/19: ADDITIONAL RESIDENTIAL UNITS, and; The Provincial Policy Statement, 2020 (PPS) provides a list of matters relation to the Additional Residential Unit. After a thorough review of the application in accordance with the Planning Act, Provincial plans, and all relevant regional and local regulations, the staff is confident that the proposed development meets all applicable criteria.



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### The Planning Act & PPS 2020

The subject property is located in a rural area of the County, surrounded by natural heritage and agricultural uses. The proposed secondary dwelling unit will occupy less than 0.5% of the property, which is currently unused for agriculture. The proposal aligns with Section 1.1.4.1 of the PPS, as it aims to preserve the rural character of the area, protect the natural heritage features, and not adversely affect existing agricultural operations. Moreover, the addition will help maintain the property's agricultural activities in the long run. In conclusion, the proposed addition to the farm dwelling is fully in line with the 2020 Provincial Policy Statement.

### The Growth Plan for the Greater Golden Horseshoe

The new addition to the farm dwelling is expected to maintain existing agricultural activities on the property. It will also be situated about 200 meters away from the natural heritage features present on the land. Furthermore, the proposed development has been approved by the GRCA, who have waived the need for an EIS and expressed satisfaction with the plan. This proposal will comply with the MDS formulae aligns with the Growth Plan section 4.2.2 policies for Natural Heritage.

### Dufferin County Official Plan, 2015

According to Section 4.0 of the County Official Plan, the policies for the Countryside Area cover lands outside of settlement areas that maintain the County's rural landscape and character. These areas include prime agricultural land, rural lands, recreational and rural residential uses, as well as natural heritage features and resources.

The proposed addition is in line with the guidelines for Rural Lands, ensuring that the agricultural use of the land will be sustained and protected in the long term. The rules for sewage and water systems allow for on-site water and sewage services if the site is suitable and there are no negative effects. Currently, the dwelling is served by a private well and septic system. The new extension will also use the same well and have a separate septic system. A thorough study has been conducted to determine the suitability of the water supply and nitrate levels, confirming that the new servicing will be safe and appropriate for the property.





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The Official Plan's section 5.0 provides policies for the natural heritage system, which promote the protection, restoration, and enhancement of natural heritage features and their functions. Wetlands are not areas where development or site alteration is permitted, and the same applies to land adjacent to them, as such development or alteration could have a negative impact on the feature, unless it can be demonstrated that no negative impacts will occur. Adjacent land is defined as 120m, and any development within this range of wetland requires an EIS, which must be conducted in consultation with the conservation authority.

As mentioned earlier, the proposed development is located at a safe distance from the wetland feature. The applicant has already consulted with GRCA regarding the application and they have no objections to it. Therefore, the requirement for an EIS has been waived.

#### Township of Melancthon Official Plan

The Township Official Plan's Section 5.3 outlines the planning objectives and policies that govern the Rural designation. The Rural designation seeks to protect the rural landscape and amenities, preserve agricultural uses, and promote economic development. Moreover, the Rural designation permits various rural activities, such as agricultural uses and residential development like new detached dwellings, expanding existing ones, and even introducing secondary dwelling units within a detached dwelling.

According to Section 5.4 of the Township Official Plan, the preservation of natural heritage and wetlands is a top priority under Environmental Protection. As such, no development or site alterations are allowed within these areas, and any proposed projects must pass an Environmental Impact Study. Moreover, lands within 120m of a provincially significant wetland are considered adjacent, and only development that proves to have no negative impact on the wetland is permitted in these areas. Regarding your proposal, the GRCA has been consulted and has waived the requirement for an environmental impact study. Additionally, the proposed addition is set back a considerable distance from the wetland feature.

According to Section 6.3 of the Township's servicing policies, the proposed addition can be connected to private water and sewage services. The property already has a sewage



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

effluent disposal system that serves the current dwelling. However, a new system will be built to accommodate the addition. Both the existing and new dwelling units will be supplied by the private well already present on the property. The Nitrate Impact Assessment and Water Supply Potential Assessment have been completed, and they confirm that the proposed development can be suitably serviced through the private servicing plan.

#### Township of Melancthon By-law 12-1976

The subject property is currently zoned as 'Open Space Conservation (OS2)' and 'General Agriculture' under the By-law. However, in 2021, the Township amended the By-law 12-1979, as amended, and introduced new provisions related to accessory dwelling units.

The amendment included a new sub-section, 3.25(a), which allows for an accessory dwelling unit in a detached dwelling in the A1 zone. Although the proposal satisfies all the requirements, except for regulation 3.25(a)(d), which limits the maximum floor area of the accessory unit to 75m<sup>2</sup>, the owners are proposing a floor area of 166m<sup>2</sup> for the accessory unit. Therefore, a Zoning By-law amendment is necessary to permit a maximum floor area of 166m<sup>2</sup> for the accessory unit and facilitate the proposed addition.

#### ***Comments and Considerations:***

The proposed amendment for the property seems suitable for the below reasons:

- The increase in accessory unit size will provide enough space to accommodate the farm family and allow ageing family members to age in place, while also facilitating the generational use of the property for agriculture.
- The accessory unit will not affect the agricultural system or remove lands from agricultural use.
- It's also worth noting that the proposal complies with the OS2 zone requirements and is outside of the zone. The GRCA has also been consulted and has no issues with the proposal.





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**Financial Impact:**

Additional fees will be required at the time of permitting.

**Summary/ Options:**

Council may:

1. Take no further action.
2. Receive this Report for information and accept the recommendation as set out in the Staff Report of Silva Yousif, Senior Planner.
3. Direct Staff in another manner Council deems appropriate.

**Conclusion:**

Option #2 is recommended.

**Attachments:**

Schedule A: Location Map

Schedule B: List of Application Materials **(on file due to file size)**

Schedule C: Concept Plan

Schedule D: Proposed Draft Zoning By-law Amendment

Schedule E: Agencies Comments (Departments, Authorities and Peer Reviews)

Schedule F: Public Comments

Respectfully

**Prepared By**

Silva Yousif

Sr. Planner

**Submitted By**

Denise B. Holmes

CAO/Clerk



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**A**  
**Location Map (199100 2nd Line NE)**





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Telephone - (519) 925-5525

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Fax No. - (519) 925-1110

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

**B**  
**Application Material**

- [ZBL Application](#)
- [Planning Justification Report](#)
- [Plans](#)
- [NIA & WAPA](#)
- [Servicing – Septic location](#)
- [GRCA permit](#)

**Township Staff Note: Applications are on file and will not accompany report due to file size.**



The Corporation of **THE TOWNSHIP OF MELANCTHON**  
 157101 Highway 10, Melancthon, Ontario, L9V 2E6

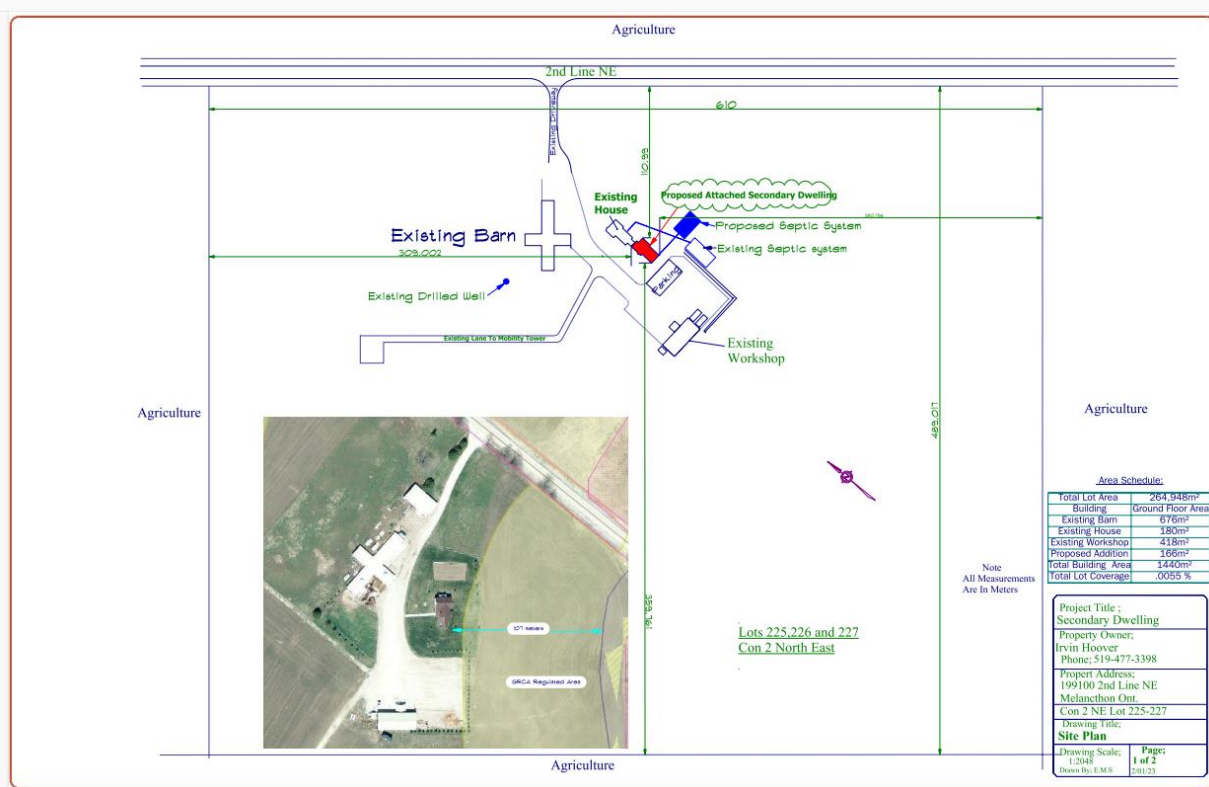
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Fax No. - (519) 925-1110

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

## C Concept Plan





The Corporation of **THE TOWNSHIP OF MELANCTHON**  
157101 Highway 10, Melancthon, Ontario, L9V 2E6

Telephone - (519) 925-5525

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

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

**D**  
**Proposed Draft Zoning By-law Amendment**



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157101 Highway 10, Melancthon, Ontario, L9V 2E6

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## **E**

### **Agencies Comments (Departments, Authorities and Peer Reviews)**



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**F**  
**Public Comments**





Administration Centre: 400 Clyde Road, P.O. Box 729 Cambridge, ON N1R 5W6

Phone: 519-621-2761 Toll free: 1-866-900-4722 Fax: 519-621-4844 [www.grandriver.ca](http://www.grandriver.ca)

June 21, 2023

Via Email

Kaitlin Dinnick, Administration and Finance Assistant  
Township of Melancthon  
157101 Highway 10  
Melancthon, Ontario, L9V 2E6

Dear Ms. Dinnick,

**Re: Zoning By-law Amendment Application**

199100 2<sup>nd</sup> Line NE, Melancthon, ON  
Registered Owner: Irvin & Esther Hoover  
Agent: Eli Sherk

Grand River Conservation Authority (GRCA) staff has reviewed the above-noted application for a Zoning By-law Amendment to permit an increase to the maximum permitted floor area of a proposed addition from 75m<sup>2</sup> to 166m<sup>2</sup>.

**Recommendation**

The GRCA has no objection to the proposed Zoning By-law Amendment.

**GRCA Comments**

GRCA has reviewed this application under the Mandatory Programs and Services Regulation (O.R. 686/21), including acting on behalf of the Province regarding natural hazards identified in Section 3.1 of the Provincial Policy Statement (PPS, 2020), as a regulatory authority under Ontario Regulation 150/06 and as a public body under the *Planning Act* as per our CA Board approved policies.

Information currently available at this office indicates that the subject property contains the following features regulated by the GRCA: Melancthon Provincially Significant Wetland (PSW) Complex #1, unevaluated wetland, watercourse, floodplain, and the regulated allowance to these features. GRCA mapping of the subject property has been enclosed with these comments. Any future development and/or site alteration within GRCA regulated features will require prior written approval from the GRCA in the form of a permit pursuant to Ontario Regulation 150/06. The GRCA has issued permit #65/23 to install a septic system within our regulated area.

It is understood that this property is designated General Agriculture (A1) and Open Space Conservation (OS2) in the Township of Melancthon Zoning By-law No. 12-1976 and that the proposed addition will be outside of the OS2 zone. It is further understood that the proposed zoning amendment is for land outside of the OS2 zone and therefore outside of natural hazard features on the property. As such, GRCA has no objection to the proposed Zoning By-law Amendment application.



Consistent with GRCA's 2023 approved fee schedule, this application is considered a minor Zoning By-law Amendment application and the applicant will be invoiced in the amount of \$465 for the GRCA's review of this application.

**For municipal consideration**

Please be advised that on January 1, 2023, 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 Conservation Authorities Act) came into effect. As a result, non-mandatory technical review services that the GRCA formerly provided under agreement with some municipalities (e.g., technical reviews related to natural heritage and select aspects of stormwater management) will no longer be provided.

Should you have any questions, please contact me at 519-621-2763 extension 2236 or by email at [clorenz@grandriver.ca](mailto:clorenz@grandriver.ca).

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lorenz', is placed over a light gray rectangular background.

Chris Lorenz, M.Sc.  
Resource Planner  
Grand River Conservation Authority

Enclosed: GRCA Resource Mapping

Copy: Eli Sherk (via email)



199100 2nd line NE,  
Melancthon

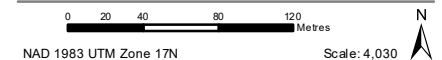


Legend

- Regulation Limit (GRCA)
- Regulated Watercourse (GRCA)
- Regulated Waterbody (GRCA)
- Wetland (GRCA)
- Floodplain (GRCA)
  - Engineered
  - Estimated
  - Approximate
- Special Policy Area
- Slope Valley (GRCA)
  - Steep
  - Oversteep
  - Steep
- Slope Erosion (GRCA)
  - Oversteep
  - Toe
- Lake Erie Flood (GRCA)
- Lake Erie Shoreline Reach (GRCA)
- Lake Erie Dynamic Beach (GRCA)
- Lake Erie Erosion (GRCA)
- Parcel - Assessment (MPAC/MNRF)

This legend is static and may not fully reflect the layers shown on the map. The text of Ontario Regulation 150/06 supercedes the mapping as represented by these layers.

Copyright Grand River Conservation Authority, 2023.  
Disclaimer: This map is for illustrative purposes only. Information contained herein 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.  
The source for each data layer is shown in parentheses in the map legend. For a complete listing of sources and citations go to: <https://maps.grandriver.ca/Sources-and-Citations.pdf>





## Kaitlin Dinnick

---

**From:** Municipal Planning <MunicipalPlanning@enbridge.com>  
**Sent:** Tuesday, June 27, 2023 1:23 PM  
**To:** Kaitlin Dinnick  
**Subject:** RE: Notice of Public Meeting - Zoning Amendment 199100 2nd Line NE, Melancthon

Thank you for your circulation.

Enbridge Gas does not object to the proposed application however, we reserve the right to amend our development conditions.

Please continue to forward all municipal circulations and clearance letter requests electronically to [MunicipalPlanning@Enbridge.com](mailto:MunicipalPlanning@Enbridge.com).

Regards,

**Willie Cornelio** CET  
Sr Analyst Municipal Planning  
Engineering

**ENBRIDGE**  
TEL: 416-495-6411  
500 Consumers Rd, North York, ON M2J1P8  
[enbridge.com](http://enbridge.com)  
Safety. Integrity. Respect. Inclusion.

---

**From:** Kaitlin Dinnick <kdinnick@melancthontownship.ca>  
**Sent:** Tuesday, June 13, 2023 4:13 PM  
**To:** Planner <planner@dufferincounty.ca>; Chris Lorenz <clorenz@grandriver.ca>; executivevp.lawanddevelopment@opg.com; municipal.circulations@ugdsb.on.ca; landuseplanning@hydroone.com; ROWCC <rowcentre@bell.ca>; Municipal Planning <MunicipalPlanning@enbridge.com>; contactus@metisnation.org; Consultations <consultations@metisnation.org>; markhill@sixnations.ca; info@hdi.land; planification@csviamonde.ca; execassist.ri@saugeenajibwaynation.ca; sfn@saugeen.org; communications@mncfn.ca; abby.laforme@mncfn.ca; archaeology@saugeenajibwaynation.ca  
**Subject:** [External] Notice of Public Meeting - Zoning Amendment 199100 2nd Line NE, Melancthon

**CAUTION! EXTERNAL SENDER**

Were you expecting this email? TAKE A CLOSER LOOK. Is the sender legitimate?  
DO NOT click links or open attachments unless you are 100% sure that the email is safe.

Good Afternoon,

Please see attached Notice of Public Meeting for a Zoning Amendment at 199100 2<sup>nd</sup> Line NE.

Thank you.

Kaitlin Dinnick



Kaitlin Dinnick | Administration and Finance Assistant | Township of Melancthon | [kdinnick@melancthontownship.ca](mailto:kdinnick@melancthontownship.ca) | PH: 519-925-5525 ext 103 | FX: 519-925-1110 | [www.melancthontownship.ca](http://www.melancthontownship.ca) |

**The Administration Office will be open to the public Monday to Friday from 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. There will be no public access between 12:00 p.m. to 1:00 p.m. as the Office will be closed.**

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

**THE CORPORATION OF THE TOWNSHIP OF MELANCTHON**  
**BY-LAW NO. \_\_\_\_\_**  
**(Single Storey Attached Dwelling – July 13, 2023)**

Being a By-law to amend By-law No. 12-79, as amended, the Zoning By-law for the Township of Melancthon for lands described legally as Lot 225-227, Concession 2 NE, 199100 2nd Line NE in the Township of Melancthon, County of Dufferin.

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

AND WHEREAS the owner of the subject lands has requested a zoning by-law amendment;

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

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

1. Schedule 'A' to Zoning By-law No. 12-79 as amended, is further amended by zoning lands described legally as Lot 225-227, Concession 2 NE, in the Township of Melancthon, from the General Agriculture (A1)' and 'Open Space Conservation (OS2) to the General Agricultural Exception (A1-148) Zone on Schedule A-1 attached hereto, which forms part of this By-law.
2. And Furthermore, Section 4.7 to Zoning By-law 12-79 as amended, is further amended by adding the following new sub-section after sub-section 4.7 kkkkk):
  - l) *On lands located in Lot 225-227, Concession 2 NE, a secondary attached dwelling unit with an area of 166 square meters in size shall be a permitted use.*
3. In all other respects, the provisions of By-law 12-79, as amended shall apply.

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

READ A FIRST AND SECOND TIME on the 13th day of July 2023.

READ A THIRD TIME and finally passed this 13th day of July 2023.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**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: Thursday July 13th 5:00pm

NAME: Carl Cosack c/o NDACT [REDACTED]

ADDRESS: [REDACTED]

EMAIL ADDRESS: info@ndact.com [REDACTED]

SIGNATURE: [REDACTED]

**Purpose of Delegation Request (state position taken on issue, if applicable).**

Further to the delegation made to Melancthon by NDACT and Strada on Thursday, March 16, 2023 NDACT would like to officially ask Melancthon Township to reach out to WSP Golder to supply the Community Peer Reviewers for the remaining disciplines of Noise, Air Quality and Blast Vibration as per the Strada/NDACT Community Engagement Agreement - Schedule B. All invoices in this matter will be settled by Strada Aggregates Inc.

**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  
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JULY 13 2023

DEL 18.3